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AMERICAN STATE PAPERS.

CLASS VIII.

PUBLIC LANDS.

U. S. Congress

AMERICAN STATE PAPERS.

DOCUMENTS,

LEGISLATIVE AND EXECUTIVE,

OF THE

CONGRESS OF THE UNITED STATES,

FROM THE FIRST SESSION OF THE FIRST TO THE THIRD SESSION OF THE
THIRTEENTH CONGRESS, INCLUSIVE:

COMMENCING MARCH 3, 1789, AND ENDING MARCH 3, 1815.

SELECTED AND EDITED, UNDER THE AUTHORITY OF CONGRESS,

BY WALTER LOWRIE, *Secretary of the Senate,*

AND

MATTHEW ST. CLAIR CLARKE, *Clerk of the House of Representatives.*

VOLUME I

WASHINGTON:

PUBLISHED BY GALES AND SEATON

1832.

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AMERICAN STATE PAPERS.

PUBLIC LANDS.

1st CONGRESS.]

No. 1.

[1st Session.]

VIRGINIA MILITARY BOUNTY LANDS.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, JULY 31, 1789.

Mr. WHITE, from the committee to whom it was referred to examine into the measures taken by Congress and the State of Virginia, respecting the lands reserved for the use of the officers and soldiers of the State, on continental and State establishments, in the cession made by the said State to the United States of the territory northwest of the Ohio river, made the following report:

THAT the Legislature of Virginia, by their act of the 2d of January, 1781, resolved that they would yield to the Congress of the United States, for the benefit of the said States, all right, title, and claim, which the said Commonwealth had to the northwest of the river Ohio, upon condition (among others in the said act expressed) that, in case the quantity of good lands on the southeast side of the Ohio, upon the waters of Cumberland river, and between the Green river and Tennessee river, which have been reserved by law for the Virginia troops upon continental establishment, should, from the North Carolina line, bearing in further upon the Cumberland lands than was expected, prove insufficient for the legal bounties, the deficiencies should be made up to the troops in good lands, to be laid off between the rivers Scioto and Little Miami, on the northwest side of the river Ohio, in such proportions as have been engaged to them by the laws of Virginia.

That Congress, by their act of the 13th of September, 1783, agreed to accept the said cession, on the condition above mentioned.

That the Legislature of Virginia, by their act of the 20th of October, 1783, authorized their delegates in Congress to convey, transfer, and assign to the United States, the right, title, and claim, of the said State, to the lands within her charter, and northwest of the river Ohio, on the terms agreed to by Congress, including the above mentioned condition, which conveyance the said delegates accordingly made.

That, on the 17th of July, 1788, Congress resolved that the State of Virginia be informed that Congress consider all locations and surveys which shall be made by, or on account of, the said troops, on the said lands between the Scioto and Little Miami, before the said deficiency, if any, on the southeast side of the Ohio, shall be ascertained and stated to Congress, invalid, and that the Executive of the State of Virginia be requested to inform Congress whether there has been any deficiency of good lands, reserved by the laws of that State, on the southeast side of the Ohio, for the Virginia troops upon continental establishment; and if there has been any deficiency, what is the amount; and, also, what checks have been provided by the said State to prevent the said troops taking up more lands than are actually due to them; in order that measures may immediately be taken for laying off, for the benefit of such troops, a sufficient quantity of good land between the rivers Scioto and Little Miami, and that Congress may be prepared to dispose of the remaining land between those rivers, for the general benefit of the Union.

That the Council of Virginia, on the 4th of August, 1788, took the said resolutions into consideration, and thereupon advised that the acting superintendent, appointed by virtue of an act of Assembly, entitled "An act for surveying the lands given by law to the officers and soldiers on continental and State establishments, and for other purposes," do state to that Board the quantity of good lands on the southeast side of the Ohio; whether all the good lands were located or surveyed before they proceeded to locate on the northwest side of the Ohio; how much has been located or surveyed on the southeast side for the Virginia troops on State establishment; how much for the Virginia troops on the southeast side; what is the real deficiency of good lands on the southeast side; what locations or surveys have been made for the Virginia troops on continental establishment, on the northwest side; and what quantity on the southeast side is allotted to the continental and State lines, by the agreement of their respective deputations, on the 17th of December, 1783; that an answer be written to Congress, in the words by the said advice recommended; and that copies of the said advice shall be immediately despatched, by express, to the superintendents aforesaid, together with the copies of the abovementioned resolution; and that a copy of that advice be transmitted to the delegates of the State in Congress.

In compliance of which advice the Governor of Virginia, on the said 4th of August, 1788, wrote to the President of Congress a letter, of which an attested copy is produced. [No. 1.]

The Governor also transmitted to the superintendents, before mentioned, copies of the said resolution of Congress and advice of Council, from whom he received a letter, dated 17th November, 1788, the original of which is produced. [No. 2.]

That, on the 1st of September, 1788, Congress resolved that the Executive of the State of Virginia be informed that the act of Congress of 17th July, 1788, was not meant, nor is it to be interpreted, to infringe any stipulation in

the cession made by Virginia to the United States; and that it is not the intention of Congress to take any further measures, at present, respecting the lands between the Scioto and Little Miami, but to allow a reasonable time for the returns mentioned in the act of Congress aforesaid; and for all other measures which may be requisite for ascertaining and carrying into effect, on fair and liberal principles, the intention of the parties to the said act of cession.

That the Legislature of Virginia, on the 30th of December, 1788, resolved, that the protest of the Executive against the right of the United States to interfere in the locations and surveys of the officers and soldiers of the Virginia line on continental establishment, as expressed in the letter of the said Executive to the President of Congress, of the 4th of August, 1788, ought to be approved, as containing the sense of the General Assembly upon the true construction of the terms of cession of the Western territory by this Commonwealth to the United States, and that the other proceedings of the said Executive upon that subject ought also to be approved.

That the Governor of Virginia, in a letter dated 6th January, 1789, transmitted to the delegates in Congress for the State of Virginia, the letter from the superintendents before mentioned; also, a certificate from T. Meriwether, dated 30th December, 1788, stating that certificates for land warrants had issued to the late officers and soldiers of the Virginia line, on continental establishment, for two millions eight hundred and sixty thousand acres, and to the officers and soldiers of the State line and navy, for one million one hundred and seven thousand seven hundred and seventy-four acres. [No. 3.]

No. 1.

RICHMOND, August 4th, 1788.

SIR:

Our desire to comply with the request of Congress induces us to hasten an answer to their act of the 17th ultimo, without waiting for that full, official information which we shall immediately endeavor to procure, and shall transmit as soon as it may be received. We therefore trust that no definitive measures may be pursued by your honorable body, with respect to the lands between the Scioto and Little Miami, until that full official information shall arrive.

But, sir, we are compelled to protest, that nothing contained in this communication, made at the special instance of Congress, is to be interpreted into an acquiescence of Virginia under that resolution, which invalidates locations and surveys between those two rivers, or into an abandonment or diminution of rights existing under any act of this Commonwealth; we are compelled thus to protest, because we have grounds for believing, that this resolution will excite an alarm highly injurious to the tranquillity of the Union, as those adventurers who will be affected by it have already incurred heavy toil and expense.

We do not yet possess any formal documents, upon which we can positively assert that there is a deficiency of good land on the southeast side of the Ohio. But we are thoroughly persuaded, from the number of acres for which warrants have already issued, that a deficiency, great indeed, does exist. For ascertaining the fact we shall immediately despatch an express to the superintendents appointed, under the authority of law, to regulate the surveys for the benefit of the Virginia troops. Congress will, doubtless, allow a sufficient time for obtaining an answer from persons at so great a distance as the neighborhood of the Mississippi or Ohio.

The law to which we have now alluded is entitled "An act for surveying the land given by law to the officers and soldiers on continental and State establishments, and for other purposes." It was passed at the same session with another act, under which the United States succeed to the rights of Virginia, to the territory northwest of the Ohio, and which is entitled "An act to authorize the delegates of the State in Congress to convey to the United States, in Congress assembled, all the right of this Commonwealth to the territory northwestward of the river Ohio;" and is prior in order. Congress, then, have accepted our cession, subject to the operation of the first mentioned law; a part of the fourth clause in which runs in these words: "And be it further enacted, That the surveyors, under the direction of the superintendents, and the claimants having a right to survey from the priority of their numbers, shall proceed, in the first place, to survey all the good lands, to be adjudged of by the superintendents in that tract of country lying on the Cumberland and Tennessee rivers, as set apart by law for the said officers and soldiers; and then proceed, in the like manner, to survey on the northwest side of the river Ohio, between the rivers Scioto and the Little Miami, until the deficiency of all military bounties in lands shall be fully and amply made up."

The superintendents and principal surveyors, therefore, having adjudged all the good lands on the Cumberland and Tennessee rivers to be exhausted, and having proceeded to locate on the northwest side of the Ohio, it would seem that Congress cannot annul their locations or surveys if any have been made in that district.

The checks provided to prevent the troops taking up more lands than are actually due to them, will be found in the law, of which a copy is now sent. The summary of proceedings, according to that law, is as follows:

The documents of the officer or soldier are submitted to Colonel Meriwether, (an officer appointed for this, and other military purposes) examined, and reported by him to the Governor, who certifies the claim of the party, if entitled to the bounty, to the land office, upon which certificate the register issues his warrant, directed to the principal surveyor of the lands set apart for military bounties, and makes a record of the warrant.

The party then carries the warrant to the surveyor's office, makes his location, and leaves the warrant with the surveyor, who has it registered, and filed away till the survey is made, when he returns it, with the survey, to the land office, where it is again examined with the record in the land office, and cancelled. The survey remains six months in the land office, and, if no better right is asserted within that time, by caveat is then carried into grant.

I have the honor to be,

EDM. RANDOLPH.

The Honorable the PRESIDENT of Congress.

P. S. The Honorable Delegates of Virginia will receive, by this mail, a printed copy of the laws referred to; and I have taken the liberty of requesting them to furnish Congress with the laws herein referred to.

No. 2.

RICHMOND, November 17, 1788.

SIR:

We have received from the Executive a copy of a resolution of Congress, together with an order of council of the 4th of August last, requiring from the acting superintendents appointed by law for locating and surveying the lands allotted to the officers and soldiers of the late army and State navy, a report of the quantity of good lands on the southeast side of the Ohio. Whether all the good lands were located and surveyed, before they proceeded to locate on the northwest side of the Ohio? How much has been located and surveyed on the southeast side for the Virginia troops on State establishment? How much for the Virginia troops on continental establishment, on the southeast side? What locations and surveys have been made for the Virginia troops on continental establishment on the northwest side? And what quantity on the southeast side is allotted to the continental and State lines by the agreement of their respective deputations on the 17th of December, 1783?

Without an actual survey of the whole of the country within the boundaries described by the laws reserving the lands on the southeast side of the Ohio, including that between the Tennessee and the Mississippi, it is impossible to ascertain the quantity contained therein, or the quantity allotted to each of the lines by the agreement above alluded to; but from the best estimate we could make, it was adjudged that the whole country contained about six millions of acres, and the dividing line agreed on left, as was estimated, about two millions five hundred thousand acres in that part allotted to the continental line, and about three millions five hundred thousand to the State line, which, on our exploring it, was found to be far inferior in quality to what was expected, from the description that had been given of it; fully one third of it being extensive open barrens, which are large tracts of land, without timber, covered with a coarse sedge, and not more than one tenth fit for cultivation, and a great proportion of the wood land mountainous, poor, and stony. It was estimated that not more than one third of the whole could be called good land.

From this calculation the quantity of good lands within the part allotted to the continental line would be eight hundred and thirty-three thousand three hundred and thirty-three and one third acres, or thereabouts; from which, considerably upwards of one hundred thousand acres is taken by the grant to William Henderson and company, at the mouth of Green river; and it appears from the return made by the surveyor for the continental line, that seven hundred and twenty-four thousand forty-five and one third acres have been located on those lands, some part of which have been located on lands of an inferior quality, by individuals, on account of salt springs, or other natural advantages. And from our own observations, while engaged in the business, and from the best information, we are well assured that the whole of the good lands in that district are taken: from the same estimation, it will appear that the quantity of good lands within the allotment to the State line would be one million one hundred and sixty-six thousand six hundred and sixty-six and two third acres, or thereabouts, of which, as appears from the report of the deputy surveyor of that line, eight hundred and sixty-seven thousand six hundred and seventy-two and two third acres have been located, which leaves one hundred and ninety-eight thousand nine hundred and ninety-four acres remaining unlocated, which, from the amount of warrants issued, will be no more than sufficient to answer the whole of these claims. Moreover, it is probable there will be a great deficiency of good lands to the State line, as near three hundred thousand acres of the lands between the Tennessee, part of which were located by the superintendents, were covered with treasury warrants, previous to that country being reserved to them by the Legislature in 1781, the right to which is now in dispute, depending, as we are informed, before the High Court of Appeals; and if it is decided in favor of the treasury claimants, the deficiency will, by so much, appear wanting to the military claimants.

We cannot undertake to determine what the deficiency to the continental line may be, because we have not been informed of the amount of the warrants issued from the register's office; therefore we can only say what is deficient on the warrants already lodged in the surveyor's office. It appears by the report from the surveyor of the continental line, that the amount of the warrants filed in his office is two millions seven hundred and sixty-nine thousand and seventy-nine and one third acres, seven hundred and twenty-four thousand and forty-five and one third acres of which are located on the southeast side of the Ohio, which leaves a deficiency of two millions forty-five thousand and thirty-four acres; and we are well assured, that warrants, to a considerable amount, have issued from the register's office, which have not been lodged in the surveyor's office. Our locations on the southeast side of the Ohio commenced on or about the 1st of August, 1784, from which time the office was kept open, and the business continued until all the good lands in that country, within the continental boundary, which could be found, were located and entered on, to the amount before stated; and finding that there would be no more within the State boundary than sufficient to satisfy their claims, and a great probability of a deficiency, the locations on the northwest side commenced by the directions of the superintendents on the 1st day of August, 1787; and it appears by the report from the surveyor that one million three hundred and ninety-five thousand three hundred and eight-five and one third acres have since been located in that country: and we beg leave to observe that it is our opinion, from the extent of the area of the reserved lands between the Scioto and Little Miami, that there will be found a deficiency of good lands there, to satisfy the claims now to be located.

We cannot close this address without observing that, in transacting the whole of this business, we have endeavored to do the strictest justice to the public, as well as the individuals for whom we were trustees; and notwithstanding the difficulties and dangers which we have unavoidably encountered, we hope it will be found that we have discharged the trust with fidelity; and if it should be found that we have fallen short, it will be attributed to the difficulties attendant on a business which we were obliged to pursue in a country far distant from any inhabitants, which none can rightly judge of, but those who have experienced them.

We have the honor to be, your most obedient humble servants,

M. CARRINGTON,
A. PARKER,
R. ARCHER.

Superintendents for the Continental Line.

The Honorable BEVERLEY RANDOLPH, Esq. *Lieutenant Governor of Virginia.*

No. 3.

Certificates for land warrants have issued to the late officers and soldiers of the Virginia line, on continental establishment, for	-	-	-	2,860,000 acres
And to the late officers and soldiers of the State line and navy, for	-	-	-	1,107,774 acres
Total,	-	-	-	3,967,774 acres.

T. MERIWETHER.

COUNCIL CHAMBER, December 30, 1788.

1st CONGRESS.]

No. 2.

[1st SESSION.]

CESSIONS FROM NEW YORK AND MASSACHUSETTS.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, JULY 31, 1789.

Mr. HUNTINGTON, from the committee to whom was referred the petition of Nathaniel Gorham, of the State of Massachusetts, stating that he and Oliver Phelps are interested, by purchase from said State, in Congress assembled, a deed of cession, by which they ceded to the United States the right and claim of the said State of New York to a large territory in the western country, restricting the western boundary of the said State, with respect of jurisdiction, as well as the right of pre-emption by the lines, and in the manner following, that is to say: By a line from the northeast corner of the State of Pennsylvania, along the north bounds thereof to its northwest corner, continued due west until it be intersected by a meridian line to be drawn from the forty-fifth degree of north latitude, through the most westerly bent or inclination of Lake Ontario; thence, by the said meridian line to the forty-fifth degree of north latitude; and thence, by the said forty-fifth degree of north latitude.

But if, on experiment, the above meridian line shall not comprehend twenty miles due west from the most westerly bent or inclination of the river or strait of Niagara, then, by the said deed of cession, the western boundary of

the said State of New York is limited in manner following, that is to say: by a line from the northeast corner of the State of Pennsylvania, along the north bounds thereof, to its northwest corner, continued, until it shall be intersected by a meridian line, to be drawn from the forty-fifth degree of north latitude, through a point twenty miles due west from the most westerly bent or inclination of the river or strait of Niagara; thence, by the said meridian line, to the forty-fifth degree of north latitude; which said deed of cession was accepted by Congress on the 29th day of October, 1782.

That, at the time of accepting the said deed of cession by Congress, the northwest corner of the State of Pennsylvania was not known, but was supposed to be east of the meridian lines above mentioned, and has since been found to be within the waters of Lake Erie, and is now supposed to be some miles west of both the above mentioned meridian lines.

That, on the 18th day of April, 1785, Congress accepted of a cession from the Commonwealth of Massachusetts, of the same western territory ceded by the State of New York, restricted and bounded by the same meridian lines described in the cession of the last mentioned State, with this difference only: that the said cession of the State of Massachusetts has no reference to any boundary of the State of Pennsylvania; but describes the eastern boundary of the territory ceded to be a meridian line to be drawn through the most westerly part of Lake Ontario, in case such meridian line shall comprehend twenty miles due west from the most westerly bent or inclination of the river or strait of Niagara, and thence, by the said meridian line, to the most southerly side line contained in the charter of Massachusetts.

That it is the opinion of your committee that the western boundary of the State of New York is limited by one of the aforesaid meridian lines, to be found by experiment, as is by the said deeds of cession expressed.

That the memorialist proposes, in behalf of himself and partner, to agree, so far as concerns the property of the land in question, to submit the principles of the said cessions, and the ascertaining of the said meridian lines, to commissioners, whose determination, on the hearing of all parties, shall be conclusive.

That the said meridian line, when ascertained, will be the line of property between the United States and the lands of the said memorialist and partner, and will also be the line of jurisdiction between the United States and the State of New York.

From the foregoing statement of facts, your committee beg leave to recommend the following resolution:

Resolved, That the President of the United States be authorized and requested to take proper measures for ascertaining the eastern boundary of the aforementioned cessions from the States of New York and Massachusetts, in conformity to the descriptions therein contained.

1st CONGRESS.]

No. 3.

[2d SESSION.]

PLAN FOR DISPOSING OF THE PUBLIC LANDS.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, JULY 22, 1790.

TREASURY DEPARTMENT, *July 20, 1790.*

In obedience to the order of the House of Representatives, of the 20th of January last, the Secretary of the Treasury respectfully reports:

That, in the formation of a plan for the disposition of the vacant lands of the United States, there appear to be two leading objects of consideration: one, the facility of advantageous sales, according to the probable course of purchases; the other the accommodation of individuals now inhabiting the Western country, or who may hereafter emigrate thither. The former, as an operation of finance, claims primary attention; the latter is important, as it relates to the satisfaction of the inhabitants of the Western country. It is desirable, and does not appear impracticable, to conciliate both. Purchasers may be contemplated in three classes: moneyed individuals and companies, who will buy to sell again; associations of persons, who intend to make settlements themselves; single persons, or families now resident in the Western country, or who may emigrate thither hereafter. The two first will be frequently blended, and will always want considerable tracts. The last will generally purchase small quantities. Hence, a plan for the sale of the Western lands, while it may have due regard to the last, should be calculated to obtain all the advantages which may be derived from the two first classes. For this reason, it seems requisite that the General Land Office should be established at the seat of Government. It is there that the principal purchasers, whether citizens or foreigners, can most easily find proper agents, and that contracts for large purchases can be best adjusted.

But the accommodation of the present inhabitants of the Western Territory, and of unassociated persons and families who may emigrate thither, seems to require that one office, subordinate to that at the seat of Congress, should be opened in the Northwestern, and another in the Southwestern Government.

Each of these officers, as well the general one as the subordinate ones, it is conceived, may be placed with convenience under the superintendence of three commissioners, who may either be pre-established officers of the Government, to whom the duty may be assigned by law, or persons specially appointed for the purpose. The former is recommended by considerations of economy, and, it is probable, would embrace every advantage which could be derived from a special appointment. To obviate those inconveniences, and to facilitate and ensure the attainment of those advantages which may arise from new and casual circumstances springing up from foreign and domestic causes, appear to be an object for which adequate provision should be made, in any plan that may be adopted. For this reason, and from the intrinsic difficulty of regulating the details of a specific provision for the various objects which require to be consulted, so as neither to do too much nor too little for either, it is respectfully submitted, whether it would not be advisable to vest a considerable latitude of discretion in the Commissioners of the General Land Office, subject to some such regulations and limitations as follows, viz:

That no land shall be sold, except such in respect to which the titles of the Indian tribes shall have been previously extinguished.

That a sufficient tract or tracts shall be reserved and set apart for satisfying the subscribers to the proposed loan in the public debt, but that no location shall be for less than five hundred acres.

That convenient tracts shall, from time to time, be set apart for the purpose of locations by actual settlers, in quantities not exceeding, to one person, one hundred acres.

That other tracts shall, from time to time, be set apart for sales in townships of ten miles square, except where they shall adjoin upon a boundary of some prior grant, or of a tract so set apart, in which cases there shall be no greater departure from such form of location than may be absolutely necessary.

That any quantities may, nevertheless, be sold by special contract, comprehended either within natural boundaries or lines, or both.

That the price shall be thirty cents per acre, to be paid either in gold or silver, or in public securities, computing those which shall bear an immediate interest of six per cent. as at par with gold and silver; and those which bear a future or less interest, if any, they shall be at a proportional value. That certificates issued for land upon the proposed loan shall operate as warrants within the tract or tracts which shall be specially set apart for satisfying the subscribers thereto, and shall also be receivable in all payments whatsoever for lands by way of discount, acre for acre.

That no credit shall be given for any quantity less than a township of ten miles square, nor more than two years' credit for any greater quantity.

That in every instance of credit, at least one quarter part of the consideration shall be paid down, and security, other than the land itself, shall be required for the residue. And that no title shall be given for any tract or part of a purchase, beyond the quantity for which the consideration shall be actually paid.

That the residue of the tract or tracts set apart for the subscribers to the proposed loan, which shall not have been located within two years after the same shall have been set apart, may then be sold on the same terms as any other land.

That the Commissioners of each subordinate office shall have the management of all sales, and the issuing of warrants for all locations in the tracts to be set apart for the accommodation of individual settlers, subject to the superintendency of the Commissioners of the General Land Office, who may also commit to them the management of any other sales or locations, which it may be found expedient to place under their direction. That there shall be a Surveyor General, who shall have power to appoint a Deputy Surveyor General in each of the Western Governments, and a competent number of deputy surveyors to execute, in person, all warrants to them directed by the Surveyor General or the Deputy Surveyors General, within certain districts to be assigned to them respectively. That the Surveyor General shall also have in charge all the duties committed to the Geographer General, by the several resolutions and ordinances of Congress. That all warrants issued at the General Land Office shall be signed by the Commissioners, or such one of them as they may nominate for that purpose, and shall be directed to the Surveyor General. That all warrants, issued at a subordinate office, shall be signed by the Commissioners of such office, or by such one of them as they may nominate for that purpose, and shall be directed to the Deputy Surveyor General within the Government. That the priority of locations upon warrants shall be determined by the times of applications to the Deputy Surveyors; and, in case of two applications for the same land at one time, the priority may be determined by lot. That the Treasurer of the United States shall be the receiver of all payments for sales made at the General Land Office, and may also receive deposits of money or securities for purchases intended to be made at the subordinate offices, his receipts or certificates for which shall be received in payment at those offices. That the Secretary of each of the Western Governments shall be the receiver of all payments arising from sales at the office of such Government. That controversies concerning rights to patents or grants of land, shall be determined by the Commissioners of that office under whose immediate direction or jurisdiction the locations, in respect to which they may arise, shall have been made. That the completion of all contracts and sales, heretofore made, shall be under the direction of the Commissioners of the General Land Office. That the Commissioners of the General Land Office, Surveyor General, Deputy Surveyors General, and the Commissioners of the Land Office in each of the Western Governments, shall not purchase, nor shall others purchase for them in trust, any public lands. That the Secretaries of the Western Governments shall give security for the faithful discharge of their duty, as receivers of the Land Office. That all patents shall be signed by the President of the United States, or by the Vice President, or officer of Government acting as President, and shall be recorded in the office, either of the Surveyor General, or of the Clerk of the Supreme Court of the United States. That all officers, acting under the laws establishing the Land Office, shall make oath faithfully to discharge their respective duties, previously to their entering upon the execution thereof. That all surveys of land shall be at the expense of the purchasers or grantees. That the fees shall not exceed certain rates, to be specified in the law, affording equitable compensations for the services of the surveyors, and establishing reasonable and customary charges for patents and other office papers for the benefit of the United States. That the Commissioners of the General Land Office shall, as soon as may be, from time to time, cause all the rules and regulations, which they may establish, to be published in one gazette, at least, in each State, and in each of the Western Governments where there is a gazette, for the information of the citizens of the United States. Regulations like these will define and fix the most essential particulars which can regard the disposal of the Western lands, and where they leave any thing to discretion will indicate the general principles or policy intended by the Legislature to be observed: for a conformity to which the Commissioners will, of course, be responsible. They will, at the same time, leave room for accommodating to circumstances, which cannot, beforehand, be accurately appreciated, and for varying the course of proceeding, as experience shall suggest to be proper, and will avoid the danger of those obstructions and embarrassments in the execution, which would be to be apprehended from an endeavor at greater precision and more exact detail.

All which is humbly submitted.

ALEXANDER HAMILTON, *Secretary of the Treasury.*

1st CONGRESS.]

No. 4.

[3d SESSION.]

LAND CLAIMANTS IN THE NORTHWESTERN TERRITORY.

COMMUNICATED TO CONGRESS, DECEMBER 23, 1790.

UNITED STATES, December 23d, 1790.

Gentlemen of the Senate and House of Representatives:

It appearing by the report of the Secretary of the Government northwest of the Ohio that there are certain cases respecting grants of land, within that territory, which require the interference of the Legislature of the United States, I have directed a copy of said report, and the papers therein referred to, to be laid before you, together with a copy of the report of the Secretary of State upon the same subject.

G. WASHINGTON.

VINCENNES, COUNTY OF KNOX, July 31, 1790.

SIR:

The absence of the Governor having made it my duty to carry into effect, as far as possible, the resolution of Congress of the 29th of August, 1788, respecting the inhabitants of Post Vincennes, I beg leave to report *not only* my proceedings under that resolution, but some circumstances which, in my opinion, ought at this time to be communicated, as very materially concerning the interests of the United States as well as individual settlers.

The claims and pretensions of the people have very generally been exhibited; but, notwithstanding they were early advertised upon this business, by proclamation of Governor St. Clair, given at Kaskaskias, in March last, and have

since been repeatedly called upon by me, yet I have no doubt there are a few instances of inattention and neglect, which I have provided for by publication No. 8, a copy of which is herewith annexed.

For all the possessions which appear to have been made by French or British concessions, I have issued warrants of survey, as by the last page of Nos. 2, 3, 4, 5, 6, and 7, of the land records for the county of Knox, copies of all which accompany this report.

I have also directed that the four hundred acre lots to be given to every head of a family, should be laid off for the persons named in Nos. 1 and 2, and allotted, excepting those that might fall to the absentees mentioned in the pages b and c of No. 2, which are to be retained, as *there set forth*, until the pleasure of Government is known.

I beg leave, sir, to observe that there are a few instances where the ancient inhabitants (by removing from Vincennes to the Illinois country, or from that country to this place) cannot be included under the description of persons entitled to donation lands, and they humbly solicit that Congress would be graciously pleased to consider their situation, and permit them to participate in the general bounty.

I think it necessary here to remark, sir, that, although the lands and lots which have been ordered to be surveyed, appear, from very good oral testimony, to belong to those persons under whose names they are respectively entered, either by original grants to them made, purchase, or inheritance, yet there is scarcely one case in twenty where the title is complete, owing to the desultory manner in which public business has been transacted, and some other unfortunate causes.

The original concessions by the French and British commandants were generally made upon a small scrap of paper, which it has been customary to lodge in the notary's office, who has seldom kept any book of record, but committed the most important land concerns to loose sheets, which, in process of time, have come into the possession of persons that have fraudulently destroyed them, or, unacquainted with their consequence, innocently lost or trifled them away: for, by the French usage, they are considered as family inheritance, and often descend to women and children. In one instance, and during the government of Mr. St. Ange here, a royal notary ran off with all the public papers in his possession, as by a certificate produced to me; and I am very sorry further to observe that, in the office of Mr. Le Grand, which continued from the year 1777 to 1788, and where should have been the vouchers for important land transactions, the records have been so falsified, and there is such gross fraud and forgery, as to invalidate all evidence and information which I might otherwise have acquired from his papers.

In addition, sir, to the ancient possessions of the people of Vincennes, under French and British concessions here, is about one hundred and fifty acres of land, constituting a part of the village, and extending a mile up the Wabash river, in front of their improved claims, which was granted by Mr. St. Ange to some of the Piankeshaw Indians, allotted into small divisions for their wigwams, and by them occupied and improved, until the year 1786, when the last of them moved off, selling, individually, as they took themselves away, their several parts and proportions. The inhabitants now hold this land, parcelled out amongst them in small lots, some of which are highly improved, and have been built upon before and since 1783. But imagining that a confirmation of any Indian purchase whatever might virtually involve some future questions of magnitude in this territory, I have postponed all order upon the subject until the pleasure of Congress can be known: in the mean time giving to the claimants my private opinion that they would be permitted to retain them, either by free gift or for some small consideration.

A court of civil and criminal jurisdiction, established at this place by J. Todd, Esq. under the authority of Virginia, in June, 1779, and who eked out their existence to the summer of 1787, have, during that long period, continued to make large grants of lands, even by their own acknowledgments, and without more authority for so doing than is set forth in No. 9. Many of the concessions which have been exhibited to me, in their name, they deny to have had any knowledge of; and, indeed, there are some reasons to conclude they may have been forged in the office of Mr. Le Grand, beforementioned, who was a servant of the court, and in whose hand writing the deeds have all been made out.

I cannot find, from any information I have been able to acquire, that Mr. Todd ever delegated any power of granting land in this country, or, in fact, that he was endowed with it himself. On the contrary, I find by the acts of Virginia of 1779, that the lands northwest of the river Ohio were expressly excepted from location, and that it was declared no person should be allowed pre-emption, or any benefit whatever, from settling this side the said river; and the Governor was desired to issue his proclamation requiring all persons to remove themselves, and, in case of disobedience, to make use of an armed force. This is not to extend to French and other old inhabitants actually settled on or before that time in the villages of Post Vincennes and upon the Mississippi. It appears, however, by a proclamation of Mr. Todd's, No. 10, given at Kaskaskias, the 15th day of June, 1779, that a kind of authority was meant to be implied somewhere in the country, to grant lands, not only upon the river bottoms and prairies under the French restrictions, but in large quantities, and with more latitude at a distance therefrom; and twenty-six thousand acres have been granted away from that time to 1783, inclusive; and to the year 1787, (when General Harmar checked the abuse) twenty-two thousand more, though generally in parcels of four hundred acres, though some are much smaller, and do not exceed the size of house lots. The court has also granted to individuals, in some instances, tracts of many leagues square; but a sense of the impropriety of such measures has prevented the bringing forward those claims. Notwithstanding that some of the four hundred acres and small lots, on or before 1783, yet the authority whence they were derived has been such that I could not consider them as "rightful claims." They are, however, sir, in a few instances, under considerable cultivation and improvement, and some of the plantations and many of the small lots which have been granted by the court since that time, are now cultivated in tillage, and have been possessed by the present claimants, at much expense; but by far the greatest number of them were obtained at the cost of office fees only, and remain to this hour in a state of nature, or with no other alteration than has been necessary to convert them into sugar camps.

Upon the subject of those lands, sir, a petition has been presented to me by, and in behalf of, eighty Americans, setting forth that they were induced to come into this country by the court of Post Vincennes, with every assurance of their authority to make grants. That, in good faith of this, they have formed their establishments at considerable expense, and must be involved in ruin, unless the generosity of Congress shall permit their holding them.

The French inhabitants have also petitioned me upon the subject of court grants; some of which are now under cultivation, at no small expense and labor.

I beg leave, sir, to lay the situation of those people before Government, most respectfully representing that the welfare and prosperity of a number of industrious and good citizens in this territory must depend very much upon their order.

A petition has also been presented by the inhabitants of Vincennes, praying a confirmation of their commons, comprehending about two thousand four hundred acres of good, and three thousand acres of sunken lands. They have been, it appears, thirty years under a fence, which is intended to confine their cattle within its boundaries, and keep them out of their wheat fields: for, contrary to the usage of farmers generally, the cattle are enclosed, and the cultivated lands are left at large, except those parts which immediately approach the commons. But this fence, and quiet possession under the French and British Governments, they seem to imagine entitles them to a good prescriptive right. It has been the usage of the commandants to make all their grants in writing; and, as this has not been produced, or any evidence of it, I think it my duty to refer the matter to Congress, as I am not authorized to decide upon it.

One other petition, sir, I am constrained to introduce. It has been signed by one hundred and thirty-one Canadian, French, and American inhabitants, all enrolled in the militia, setting forth that many of them were heads of families soon after the year 1783. That, from their situation, they are liable to, and willing to perform, an extraordinary proportion of military duty, and soliciting that Congress would be pleased to make them a donation of lands. In justice to the petitioners, I think it incumbent on me to observe, that the commanding officer of the regular troops here has been obliged in some instances to demand their services for convoys of provisions up the Wabash river; and, from the weakness of the garrison, and the present difficulties of communication with other posts and the Ohio, that he may have frequent occasion for their aid, which I have no doubt will be yielded at all times with the greatest cheerfulness.

Before I close this letter, sir, I must take the liberty of representing to Congress, by desire of the citizens of this country, and as a matter which I humbly conceive they should be informed of, that there are, not only at this place, but in the several villages upon the Mississippi, considerable claims for supplies furnished the troops of Virginia before and since 1783, which no person yet has been authorized to attend to, and which is very injurious to the interest and feelings of men who seem to have been exposed to a variety of distresses and impositions by characters pretending to have acted under the orders of that Government.

The people of Vincennes have requested me to make known their sentiments of fidelity and attachment to the sovereignty of the United States, and the satisfaction they feel in being received into their protection, which I beg leave to communicate in their own words, by the copy of an address presented me on the 23d instant.

If, in this long letter of report and representation, I may appear to have tediously dwelt upon the claims and pretensions of the people of this country, I request, sir, that it may be attributed to that desire which I feel at all times faithfully to execute the attentions necessary to individual interests, and the great duty I owe to Government.

With every sentiment of respect to your Excellency and Congress, I have the honor to be, sir, your most obedient humble servant,

WINTHROP SARGENT.

The President of the United States.

No. 1.

TOWN AT POST VINCENNES, July 13, 1790.

SIR:

From the best information I have been able to acquire, confirmed by the testimony of the gentlemen of the Courts of Quarter Sessions of the Peace and Common Pleas, as well as Judge of Probate, given me in the presence of yourself, Major Hamtramck, and Major Vigo, I believe the following to be an accurate list of the heads of families settled at Post Vincennes, on and before the year 1783, and residents here at this time: consequently they are entitled to the donation lands promised them by Congress; and you will please to consider this as your sufficient warrant for surveying and allotting them agreeably to the commission given you for that purpose. Patents will issue as soon as your returns are made into my office.

WINTHROP SARGENT.

To SAMUEL BAIRD, Esq.

Joseph Andrez,
Louis Alare,
François Brouillet,
Vital Boucher,
François Baroye, jr.
Marie, widow of Louis Boyer,
John Baptiste Binette,
Amable Bo. on,
Charles Bonneau,
Charles Bugand,
Michael Bordeleau,
Nicholas Baillarjon,
Michael Brouillet,
François Bosseron,
François Baroye, sen.
Antoine Bordeleau, sen.
Louis Brouillet,
Louis Boyer, jr.
John Baptiste Cardinal,
François Coder,
Pierre Carnieyer,
Joseph Chabot,
Antoine Caty,
François Compagnot,
Jacques Cardinal,
Joseph Chartier,
John Charpentier,
Louis Coder,
Jacob Charbonneau,
Pierre Chartier, sen.
Moses Carter,
Antoine Drouettee,
John Baptiste Dubois,
John Baptiste Ducheme,
Charles Dielle,
Charles Delisle,
Pierre Daigneau,
Antoine Darrys,
Louis De Claireier,
John Baptiste De Elaureier,

Honorez Darrys,
Charles Dudevair,
Amable Delisle,
Jacque Denye,
Joseph Ducharme,
Bonnaventure Derogier,
Nicholas Ditard,
François Desause,
Louis Edeline,
Joseph Flamelin,
John Baptiste Joyale,
Paul Gamelin,
Charles Guille,
Toussaint Goder,
Antoine Gamelin,
Pierre Gamelin,
Amable Gaurguips,
Alexis Asttuse Gallionois,
Pierre Gilbert,
John Baptiste Harpin,
John Hunot, sen.
Etienne Jacques,
Edward Johnston,
Jacques Latrimouille,
François Legnon,
Joseph Lognon,
Jacque Lacroix,
Pierre Laforest,
Antony Luneford,
Charles Languedoc,
Jacque Lamotte,
Andrez Languedoc,
Renez Langlois,
Joseph Levron,
Louis Laderoute,
François Languedoc,
Louis Lamare,
John Baptiste Maugen,
Pierre Malette,
Antoine Malette,

Andrez Monplesir,
Louis Meteyer,
François Minie,
John Baptiste Milliet,
Nicholas Mayot,
François Mallet,
Joseph Mitchel,
Antoine Marier,
Frederick Mahl,
Joseph Malette,
John Baptiste Mois,
Michael Neau,
John Baptiste Ouilette,
Joseph Perodeau,
Guillaume Payes,
Pierre Perret,
Amable Perron,
Pierre Queuez, sen.
John Baptiste St. Marie Racine,
Pierre Regnez,
François Racine,
Pierre et Andrez Racine,
Louis Ravalet,
Louis Roupault,
Joseph Raux,
Joseph St. Marie,
Joseph Sabolle,
John Baptiste St. Aubin,
Etienne St. Marie,
François Turpin,
François Trudel,
Joseph Tougas,
François Vachette,
John Baptiste Vaudrye,
John Baptiste Vaudrye, jr.
Francis Vigo,
Alexander Vallez,
Antoine Vaudrye,
John Baptiste Vilray,
Nicholas Charpaid.

Angelic, widow of Etienne Phillibert,
Mary Louis, widow of Nicholas Perrot,
Felicité, widow of François Peltier,
Louisa, widow of André Peltier,
Angelic, widow of Francis Basinet,
Marie, widow of Nicolaus Cardinal,
Susanna, widow of Pierre Coder,
Marian, widow of Louis Denorgon,
Marie, widow of Joressaints Denorgon,
Veronique, widow of Gilliome Daperon,
Françoise, widow of Ambroise Dagenet,
Geneviève, widow of Pierre Gumare,

Ann, widow of Moses Henry,
Catarine, widow of John Baptiste Lafontaine,
Maudeline, widow of St. Jean Lagarde,
Veronic, widow of Gabriel Legrand,
Marie Louise, widow of John Phillip Marie Legrats,
Louisa, widow of Antoine Lefevre,
Catarine, widow of Amable Lardoise,
Maudeline, widow of Joseph Stone,
Geneviève, wife of Joseph Labuissiere, the husband deserted,
Renez Godere dit Pannah,
Agate, widow of Amable Dumay.

The following list of names is certainly within the letter of the resolution of Congress; and it appears to me that they are entitled to donation lands; but the consideration annexed to the grants in the Illinois country, leaves some doubts in my mind as to the propriety of decision until I can refer the matter. You will, however, lay off the necessary number of lots, to be for their use and benefit if Congress shall so direct, or otherwise to revert to the United States.

WINTHROP SARGENT.

Thomas Dalton. He was a military officer here on and before the year 1783, head of a family, and owner of lands, which he has not disposed of, but in the last year he went to New Orleans, where he is a tavern keeper.

William Hamilton. A settler and head of a family in 1783, but now resident in Kentucky; he has lands here.

Joseph Rouse. Head of a family here in 1783, sold his property and removed to the Illinois, but claims his donation lands at this place.

André Roy. Head of a family in 1783, now living at the Illinois, owner of lands, and also claims his donation lot Post Vincennes.

Louis Bergeron. Head of a family in 1783, has sold his property, and removed to the Illinois, but claims the donation lot here.

John Baptiste Chartier. Head of a family in 1783, has sold his property, and gone over to the Spanish settlements, but claims his donation land.

Joseph Dubé. Head of a family in 1783, now gone to the Spanish settlements, has lands here, and claims the donation lot.

Guilbault Charles. A claimant as Dubé, and in similar situation.

The widow of Pier Peron. Is gone to New Orleans, but left children at this place; her husband was the head of a family, and the donation land is claimed for the children.

N. B. It is observed of these people that the scarcity of provisions and their poverty forced them away, but that they will return.

Louis Lemay. Now living at Kahokia.

Andrez Roy. Retains his property here, but is absent.

François Roussiant. Now living at Kahokia.

Amrose Dumais. Has property here, but is absent.

Dennis Le Barge. Ancient settler, but absent.

François St. Marie. Ancient settler, but absent.

SIR:

You are also to survey, lay off, and bound, the several tracts and parcels of land hereafter specified, for, and at the expense of, the proper claimants, and return plats thereof, as soon as may be, into the office of the Secretary of the Territory. And you will please to observe that the measurements of all ancient rights must be by the French acre or arpent, which has heretofore been the standard of land measure in this as well as the Illinois country.

WINTHROP SARGENT.

SAMUEL BAIRD, *Esquire*.

For Frederic Berger. A lot in Post Vincennes, of twenty-five toises, one side to the church lands, another to Andrez Montpleisir, and two others to streets.

John St. Aubin. A piece of land, two acres in front, and the usual depth, one side to Nicholas Chasseau, and another side to Dayneaux. A lot of one hundred and fifty feet, one side to Levron, and the three others to streets. Another lot, fifty-one feet by thirty; one side to Regis, another to the common, and two sides to streets. Another, seventy-two feet by one hundred and fifty; one side to Brisard, another to unlocated lands, and two sides to streets.

The Widow Denorgon. A piece of land three acres in front, and usual depth; one side to Barr, and the other to Lappamboise.

Michael Neau. A lot one hundred and fifty feet, one side to Peter Coder and another to Louis Mallet.

Charles Bonneau. A lot one hundred and seventy four by one hundred and fourteen feet, one side to Bene Coder, one to Charles Bonneau, one to Landeroule and Lafleur, and one to main street.

Francis Mallet. A piece of land, two acres in front and usual depth, by the meadow of the Big Marsh. A lot one hundred and fifty by one hundred and twenty feet situated above the fort.

Nicholas Chapat. A lot two hundred and four by one hundred and eighty feet; one side to a street running to the water, another side to a street running to lands not granted.

Louis Edeline. A piece of land two acres in front, and customary depth, one side to Dainaux, another to Sanschagrin, and by the Big Marsh Meadow. One lot of twenty-five toises, one side to Chabot, and three sides to streets.

A piece of land, four acres in front by the usual depth, one side to J. L. Denorgon, and other side church land.

John Baptiste Ducheme. A lot one hundred and twenty feet, facing three streets.

Michael Bordeleau. A piece of land, two acres front by the usual depth, one side to Proux and the other to Buell. A lot one hundred and fifty by one hundred and thirty-eight feet, facing four streets. Another lot in the town, on which stood a barn. The quantity and boundaries are not expressed in the original concession, and it must be so laid off as not to interfere with the streets of the village, or lot of any other person.

Laurent Bazadonne. A lot thirty-eight feet wide, from a street to a lane—one side to Louis Boyer.

John Binet. A lot one hundred and fifty by one hundred and thirty-two feet, one side to Arpin, another to Charles Lachin, and two sides to streets.

Antony Caty. A piece of land, two acres front by the usual depth, one side to Louis Edeline and the other to Joseph Leveron, near the Big Marsh.

Alexander Valtee. A lot one hundred and fifty feet, one side to François Barois, another to Michael Neall, and two sides to streets. Two acres, by the usual depth, one side to Tooissant Noyon, and the other by St. Louis.

Joseph Tougas. A lot one hundred and fifty feet, one side to Sansoy and another to Anoyon. Two arpents in front by usual depth, by the marsh of Cathilinettes, one side to Tougas and the other Louis Bergeron. Three acres in front by usual depth, in Cathilinettes, aside to François Barois and another to Joseph Raux.

James Cardinal. A piece of land three acres in front and usual depth, on the other side the Hog Swamp, and joining the lands of Lachine. A lot twenty-five toises, one side to Languedoc and another to Carron.

Peter Mallet. A lot twenty-five toises, one side to Lewis Mallet, and the other three sides to streets.

John Toulon. A lot one hundred and fifty feet square, one side to Bakus, another to Jacques Lamotte.

Nicholaus Ballaidron. Two acres in front and the usual depth, in the prairie of the Grand Marsh, one side to Peter Godere, the other to Vaudrye.

Nicholaus Ballaidron. A lot three hundred feet by one hundred and fifty, one side to church, another to Moreau. A lot one hundred and fifty feet, one side to St. Jean and to two streets, other boundary not mentioned.

John Decker. A lot one hundred and fifty by one hundred and fourteen feet, in the common.

François Languedoc. A lot eighteen toises by twenty-five, one side to a street and one side to Redyente. A piece of land two acres in front by forty in depth, one side to Plifford and another to vacant lands.

John Baptiste Millet. A lot in the village, one side to Peter Pecon and another to Francis Dagneau.

Stephen St. Marie. A lot of twenty-five toises, one side to Cardinal, another to Raperault and facing two streets.

James Walls. A lot fifty by twenty-five toises, one side to Andres and three sides to the streets.

Nicholaus Myot. A lot twenty-six toises, one side to Peter Coder and the other to streets.

Alexis Ouillette. A lot twenty-five toises by twelve and a half, one side to Bolon and another to Derozier.

Vital Boucher. A lot twenty-eight toises, one side to Cardinal and another to Dubois.

The widow of Joseph Leveson. A piece of land, two acres in front, by the usual depth; one side to Sanschagrin, and another by Chaboute, near the Big Swamp. Also a lot twenty-five toises; one side by Sanschagrin, and others by streets, both supposed to belong to A. Languedoc.

Andrew Languedoc. A piece of land, nine acres in front by the usual depth, to begin at the common fence towards the Little River.

John Baptiste Frichette. A lot of twenty-five toises, one side to Hamilton, and another to Vigo.

Charles Lacoste. A piece of land, two acres front by the usual depth; one side to Lacoste, and another to Riendo. A lot twenty-eight toises square, and house thereon.

The widow and children of Nicholas Cardinal. A lot twenty-six toises square; one side to widow Tranbulle, and another to Peter Queret. A lot in the village, twenty-five toises; one side to Bonneau, and another to the domain. A tract of land, two acres by forty; one side to Berthuit, and the other to Godere.

Peter Queret. A lot in the village; one side to his father, and another to M. Vigo.

The widow of Antoine Lefevre. A lot of eighteen toises five feet by twenty-four toises five feet; one side to Bonneau, and another to Vaudrye. A tract of two acres in front, and the usual depth in the Little Prairies; one side to Racine, and the other to Crepeaux.

Joseph Perreleau. A lot twenty-five toises; one side to Trudel, and another to Bonneau.

Joseph Perreleau the younger. A lot of twenty-five toises; one side to Johnston, and three sides to streets.

Andre Monpleisir. Two acres in front, and usual depth, near the Cathilinette; one side to Lamotte, fronting on the river. A lot twenty-five toises by three streets, and a barn thereon, granted by St. Marie. Also a lot twenty-five toises; one side to Bergen, and fronting two streets, formerly belonging to Brouillet.

The children of Andrew Pelliere. Two acres in front by the ordinary depth, by lands of Diri. A lot twenty-five toises; one side to Astrings, and another to J. B. Richard.

The widow of Charles Lefevre. Two acres in front by the usual depth, in the prairie of Cathilinette, bounding on lands of Dubras, called the Italian. A lot in the village, bounded by M. Vigo and three streets.

James Latrimouille. Two acres in front by the usual depth, at the Nut Point; one side to Vaudrye, and the other to Coder. A lot of twenty-five by twenty-four toises; one side to Dagoet, and another to Drouet.

Charles Dudevior. A lot twenty-two feet by ten toises; one side to Small, and another to Connoyer. Two lots fifty by twenty-five toises, to Binet, and three streets. Two acres in front, at the Nut Point, bounded by the ancient common fence and Baptiste Duchene. Two acres in front by forty in depth, at the Big Swamp Prairie; one side to Mallet, and another to Bordeleau.

For the church. Four arpents front upon the Wabash, by the usual depth. A lot where the church stands, about twenty toises, for the church or Mr. Antoine Gamelin.

Louis Leneveu. A lot of twenty-five toises; one side to Read, and another to Luntsford.

Honore Danis. A lot of twenty-five toises, on which is his house. Two acres of land in front by the usual depth, near the little river; one side to St. Aubin, and the other to Bourger.

Francis Vachet. A lot of twelve toises square; one side to Cardinal, and another to Dubois. Vachet also claims, by purchase from the Indians, land in addition, sufficient to make the lot twenty-one by twenty-five toises; but I cannot warrant the survey of the latter part.

Francis Baril. A lot of thirty toises; one side to churchyard, and another to John Larue.

The heirs of Moses Henry. A lot seventy feet by twenty-five toises; one side to Bordeleau and to three streets.

Rene Langlois. A lot twenty-five toises; one side to Monplaisir, and two others to Charles Languedoc. Two acres in front by the ordinary depth, at the Cathilinette; one side to Barois, and another to Bordeleau.

Francis Vigo. The house where he now resides, and two lots: one twenty-five toises square, bounding to Queret, and the other thirty toises by twenty-five; one side to Latipie. Also, four lots joining each other, and twenty-five toises square each: on one of the lots is a house belonging formerly to Sabouille. Also, two acres in front by the ordinary depth, from the Elm Road, one side to Connoyer, and the other to Michael Brouillet: a continuation to the river is also mentioned in the claim, but this is an Indian purchase, and not now to be surveyed. Also, a lot twenty-five toises; one side to Villeneuve, and the three others to streets. Also, a lot twelve toises in front, from St. Louis's to St. Honore's street; one side to widow Legras. Also, two tracts of two acres each in front by forty deep, north side of the Wabash, and opposite the village; one side by a road leading to the prairies, and the other side by the lands of Paquin. Two lots twenty-five by fifty toises, and a barn thereon; one side to J. B. Vaudrye the younger and Francois Barois, and three sides to streets.

The widow Astargus. A lot one hundred and fifty feet; one side to Laforet, and another to Boisverd, and two sides to streets.

Philip Chats. A lot seventy-five by one hundred and fifty feet; one side to Renez Langlois, another to the widow Peltier, and facing two streets. Another lot one hundred and fifty feet; one side to Charles Berjon, another to Francis Basseron, and to two streets.

Peter Kerre, senior. A lot one hundred and seventy-four by one hundred and fifty feet; one side to Gaynolet, another to Harpin, and two sides to streets.

Robert Johnson. Two house lots in town, on which his house now stands.

Late widow of Joseph Brassard. A lot of twelve toises fronting St. Louis street; one side to Bassandon, and another to Connoyer.

John Baptiste Richard. A lot in the village; one side to Boisverd, and another to Lafuellarde.

Stephen St. Marie. A lot twenty-five toises; one side to Cardinal, and another to Rapuault.

John Baptiste Binet. Two acres in front on the river Wabash, and to Dagneau and St. Pierre, near Cathilinette.

John Dovritt. A lot twenty-five toises by twenty-three, one side to Delorier, and three sides to streets. Also two acres in front by usual depth, in the Nut Prairie, one side to Dennis and another to Connoyer.

James Lamothe. Two acres in front by the ordinary depth, one side to Joachim, the other Montpleisir.

The heirs of Joseph Lafeuille. A lot twenty by twenty-five toises, one side to Sacrot and the other to Richards. Two acres in front by the usual depth, at the Cathilinettes, one side to Godere, another to Barada.

Francis Basseron. A lot twenty-five toises, one side to Philip Chattes, another to Haslin.

Francis Lognion. A lot twenty-five toises, one side to Francis Brouillet and another to Curnean.

Peter Laforest. A lot of twenty-four by twenty toises, one side to Nicholas and the other to Caty.

Louis Seguin. A lot eleven toises by twenty-five, one side to the widow Gumau and another to Mrs. Hunot.

Anthony Marie. A lot twenty-five toises, or nearly that, bounded by four streets. Also, a lot twenty-five toises, one side to Marie.

Allen Ramsay. A lot twenty-five toises, one side to Cuntz and another to Bogle.

Ursule Cointe. A lot thirty-six by twenty-five toises, one side to Keepler and another to Church Lands.

Charles Bergaud. A lot twenty-five toises, one side to Philip Chat, another to vacant ground, and two sides to streets. Two acres in front, one side to Vallez and another to Languedoc, near the Big Swamp. Some of this land is sold to Page, and the boundaries are not well expressed. Care must be taken not to exceed the ancient possession.

Francis Campagnote. A lot of twenty-five toises, one side by Metellier, another by Brirard, and by two streets.

The widow of Peter Grimare. A house and lot, the boundaries not expressed, but to be surveyed agreeable to possession, not interfering with the streets.

Louis Coder. A lot of land twenty-five toises, one side to Danis and three others by streets. Two acres in front the usual depth, in the prairie des Cathilinettes, one side to Laforest.

Joseph St. Marie. A lot one side to Joseph Andrews, another to St. Louis street, and one side to the Wabash. Also a lot of twenty-five toises, one side to Joseph Charretiere, another to John Baptiste Harpin.

Louis Aller. A lot twenty-five toises, one side to Villerey and three sides to streets.

Amable Bolon. A lot twenty-five toises, one side to Antoine Richarville, and another to Dubois.

Joseph Hunot. A lot eighteen toises by twenty-five, one side to Peter Peret and another to Laderoute.

F. P. A. and John Baptiste Racine, heirs of J. B. Racine. A lot of thirty toises, from St. Honore street to the next ensuing street, one side by Crely. Two acres in front by the usual depth in the Little River Prairie, one side to Brouillette and the other to Madame Chapau.

Francis Boyer. A lot of twenty-five toises, one side to Lafraniere and the other to Richard Francis Turpin. A lot twenty-five toises, one side to Dagneau and the three others to streets.

James McNutty. A lot in the village, one side to Mr. Boyer, another by Charbonneau.

Joseph Chartier. A lot in the village, one side to Small and another to Joseph St. Marie. Two acres in front by forty deep at Nut Point, one side to Charbonneau and another to Vaudrye.

Michael Brouillette. A lot eighteen toises in front, one side to Connoyer and fronting St. Louis and St. Honore streets. Also a lot twenty-five toises, one side to Charpentier and two others by streets. Also a tract two acres in front, in Nut Prairie, one side to St. Marie, and another to Codere.

Louis Mallet. A lot twenty-five toises, one side to Peter Mallet and three others by streets. Two acres in front by the usual depth, in the Big Swamp Prairie, one side to Nicholas and the other to Champagnotte.

Antoine Bordelau. A lot twenty-five toises, one side to Dagneau.

Antoine Marie. A lot twenty-five toises, one side by his own lot. Three acres in front by forty deep, in the Big Swamp Prairie, one side to Pagé and the other to Hunot.

John Baptiste Vaudrye. A lot twenty-six toises and two feet by seventeen and a half toises, one side to Gibault, and another to Madame Chapau, and another to Pierre Gamelin. Also a lot twenty-five toises, one side to Mr. Cartier and to three streets. Also two acres by the usual depth, in the Big Swamp Prairie, one side to Lafraniere and the other by Baillargon. Also, two acres by the usual depth, in the Prairie on the Little River, one side to Charretier and the other to Latrimouille.

Francis Miny. A lot twelve and a half toises by twenty-five, one side to Dubois and another to McNutty.

John Baptiste Ouillette. Three acres in front, by the usual depth, on the mill creek at the Yellow Banks, where is a saw and a grist mill.

Thomas Dalton. A lot in St. Louis street, thirty-one and an half feet front, and extending to the river, one side to Joseph André.

The widow of Lewis Bowyer. A lot thirteen toises by twenty-five, one side to McNutty and to Charbonneau. Part of this lot supposed to be claimed by McNutty.

Jacob Pea. A lot of twenty-five toises, one side to Wyant and another to Sullivan.

Peter Bonneau. A lot twenty-five toises, one side to Antoine Lefevre and another to Peter Gamelin. Also one acre in front by forty deep, on the Elm road, one side to Honore Darris and the other to John Baptiste St. Aubin.

Francis Dumais. A lot twenty-five toises, one side to Bonneau and another to Legnon.

Peter Connoyer. A lot where he now lives, one side to Michael Brouillette, and three sides by streets. Also, another lot nearly opposite, one side by the late widow Brassard, another to Lachine, and in front by St. Louis street. Also, a lot sixteen toises in front, one side to Michael Brouillette, and another to a cross street that leads to the river and St. Honore street. Also, a lot fronting out on St. Louis street, and to the banks of the river, one side to Mr. Vigo, and another to widow Legrand. Also, a lot twenty-four toises, one side to Delisle, and another to Madame Cardinal, and two sides to the streets. Also, a tract two acres in front, by the usual depth east of the village by the Elm road, one side to Peter Querez, and the other to Mr. Vigo. A small lot and house thereon, upon the bank of the river, formerly belonging to Peltier.

Antoine Vaudrye. A lot twenty-five toises, one side to Barois.

Ursule Clermont. Two acres in front, by forty deep, in the Big Swamp Prairie, one side to Peter Coder, and another to Lachine.

Peter Perret. A lot twenty-five toises, one side to Hunot, and another to Denoyon and two streets.

Louis St. Aubin. A lot about twenty-five toises square, one side to Toujas, in rear to church lands, and by two streets.

Luke Decker. A lot twenty-five toises by fifty, one side to Sullivan, and three sides to streets. A tract of two acres in front, by forty in depth, on the river Du Chi, and one side to Martin. This tract is said to have been by a French concession; but none has yet been produced. His house is built thereon.

Gennevieue Villeneuve. A lot of twenty-five toises, one side to Ranger, and another to Mr. Bosseron, and by two streets. Two acres in front, by forty deep, in the prairie of the big marsh, one side to Charles Villeneuve, and another to Charles Bonneau.

Charles Villeneuve. A lot nineteen toises by twenty-nine, one side to Mr. Vigo, and on three sides by streets. Also, a lot to Madame Cardinal, Delisle's lots, and Pierre Bonneau, and fronting two streets. Also, two acres in front by the usual depth, in the Big Swamp Prairie, one side to Jean Lazard and Chapart, and the other Hapelin.

John Francis Hamtramck. A lot thirty-three by thirty-four feet, one side to another lot of his, and a side to Adamhar St. Martin. Another lot bounding on the last, and one side Mr. Bassadon, in front to a street, and the rear to the river bank.

Reverend Peter Gibault. A lot about fourteen toises, one side to Mr. Millet, another to Mr. Vaudrye, and to two streets.

James Charbonneau. A lot twenty-five toises, one side to McNutty, and on three sides by streets. Also, two acres in front by forty in depth, in the Little River Prairie, one side to Beloup, and another to Antoine Lefevre.

Louis Ravetlet. A lot twenty-five toises, one side to Metier, and another to Campagnote, and by two streets.

John Baptiste Villeraie. A lot of twenty-five toises, one side to Louis Allaire, and three sides to streets.

William Page. A lot twenty-five toises, one side to Baillargon, another side by next described lot, and two sides to streets. Another lot twenty-five toises, one side to last lot. A tract of land of two acres in front, which has been directed for survey under Bengaud's name, and it seems is in dispute. Also, a tract of land of three acres in front by forty in depth, in the Big Swamp Prairie, one side to Marie, and another to Arpent.

Nicholas Chapart. Two acres in front by forty in depth, near the Big Swamp, one side to Villeneuve, and the other to Dagneau. Another tract, two acres in front by forty in depth, in the Big Swamp Prairie, one side to Mallet, and another to Roi.

Vitalle Boucher. Two acres in front by forty in depth, in front by the Elm road, and one side to Cardinal, the other to Ducherne.

Ann Springer. A lot twenty-five toises, one side to Andre Languedoc, and three others to streets.

Peter Latour. A lot twenty-nine toises by nine, one side to Turdelle, another to Bonneau, and two sides to streets.

Toussaints Dubois. A lot twenty-five toises, one side to Peter Gamelin, and another to James Cardinal, and two sides to streets. Two acres in front by forty in depth, one side to Andrei Roi, and another to John Baptiste Roi.

Charles Dielle. Two acres by front and forty deep on the north side of the Wabash, one side to Paul Gamelin, and another to Peter Latour. The original concession, or the best evidence of it, must be produced, before this survey is made.

Antoine Petit. A lot twenty-five toises, one side to John Baptiste St. Aubin, another to Francis Languedoc, and by two streets.

Susannah Bolon. A lot of twenty-five toises by twenty-four, one side to Nicholas Mayot, the other three to streets.

William Park. A lot of twenty-five toises, one side to Cotis, and another to Guitar, and two sides by streets. Two acres in front by forty in depth, in the Big Swamp Prairie, one side to Richarville, and another by Peter Cartier. A lot of twenty-five toises, one side to Ganuchon, another to Bawhus, and by two streets.

Robert Picron. A lot twenty-five toises, one side by Stephen St. Marie, and another to the next lot. A lot twenty-five toises, one side to last lot, another to Lafremiere, and by two streets. Those lots are supposed to be old French concessions.

Widow of Gabriel Legrand. A lot about fourteen toises in front, one side to Connoyer, one side to the river, and two sides to streets.

Amable Guarguepie. A lot of twenty by twenty-five toises, one side to Bosseron, another to Dubois. Two acres in front by forty in depth, at the Nut Point, one side to Cardinal and another to Latrimouille.

Watts, McNutty, and Simon. Two acres in front by the ordinary depth in the Cathilinet Prairie, one side to Reaux and another to Dielle.

John Baptiste Harpin. A lot twenty-five toises, one side to John Small, another to Joseph St. Marie, and to two streets. A tract of land two acres in front by forty deep, one side to Mr. Page and another to J. B. Vaudry. Also one acre in front by forty deep in the grand Marais Prairie, one side to Perodeau, and another to Neau. Also a lot twenty-five toises, one side to Dockac and another to Peter.

Gerome Crely. A lot eight toises by nineteen, one side to St. Marie's heirs, another to Francois Barois and on two others by streets.

Joseph Duchram. One acre and three quarters in front by forty in depth, north side the Wabash, one side to Paul Gamelin and another to Carron.

Amable Delisle. A lot twelve and a half toises by twenty-five, one side to Nicholas Baillargon, and another to Stephen Bowyer, and the rear to William Page, front a street.

The widow of Peter Codet. A tract of land, two acres in front by forty in depth, in the Grand Marsh Prairie, one side to Baillargon, and another to Chabot.

Peter Gamelin. A lot twenty-five toises, one side to Joseph Hamelin, another to Toussaints Dubois, and by two streets. Another lot eighteen by twenty-five toises, one side to J. B. Milliet, another to Bonneau, near to Vaudrey. Also two acres in front by forty in depth in the Cathilinettes, one side to Barois and another to Peltier.

John Small. A lot about fifty-two toises in front on St. Louis street, running back to the river bank, and on two sides streets. Also a lot twenty-five by eighteen toises, one side to Arpent, another to Shiskey, and on two sides streets.

Louis Brouillet. A lot of thirteen toises, fronting on St. Honore street and back to the beach, one side to Antoine Mallet, and the other by a street. There seems to be some additional claim of a small part of a lot adjoining, which must be inquired into upon the survey; by the papers handed in it is very unintelligible.

John Tougas. A lot of twelve toises in front on St. Honore street, one side to J. M. Barois, and three sides to streets.

Paul Gamelin. A lot twelve and a half toises on St. Louis street, and extending back to the beach, one side to Adamher St. Martin, and the other by Calvary street. Two acres in front by forty in depth, north side of Wabash. This in two tracts, one bounded by Ducharm and Gueille, and the other to Detau and Connoyer.

The heirs of Daniel Sullivan. A lot twenty-five toises by thirty-eight, one side to Chabot, and another to church lands, and by two streets. Also a tract eight acres in front and sixty in depth, fronting on the Wabash, originally granted to Chapart: four acres are to be on each side the Little River, whereon is built a mill. Two acres in front by forty in depth in the Cathilinet Prairie, one side to Dominique Bergand, and the other to Laforest. Another tract, two acres in front, situated in the Cathilinet Prairie, behind the ancient lands, and extending back to Otter Pond, one side to Baillargon, and old French improvement.

John Martin. Two acres in front by forty in depth in the Cathilinet Prairie, one side to Meteller, and another to the lot of Sims on McNutty and Watts.

Benjamin Bawhus. A lot of thirty toises by twenty-five, one side to Ganuchon, and on the other by the next lot and by two streets. A lot thirty toises by twenty-five, one side to the above lot, another Meldrum and Park, and by two streets. A tract two acres in front situated on the Grand Prairie west of the village from the Wabash to the Cathilinet swamp, one side to James Dony's, and the other to Alexander Vallez.

James McNutty. A lot, south to Page—west by church lands, and by two streets.

Adamher St. Martin. A lot upon the Wabash, front to St. Louis street, one side to Nicholas Perrot, and the other to Paul Gamelin. He claims this as a mortgagee.

James Johnson. A lot twenty-five toises, one side to Joseph Lafleure, and by three streets.

Alexander Fowler. A house lot in the village, one side to Decker, another to Baptiste Commeaux.

Louis Meteiller. A lot twenty-six toises by fifty, one side to Joseph Levron, another to Brizard, and two sides by streets.

Peter Cartier. A lot twenty-six toises by twenty-nine, one side to Francis Mallet, and on three others by streets. Another lot of twenty five toises, one side to Mr. Vigo and three sides to streets. A tract of two acres in front by forty in the prairie below the village, one side to park, and another to John Baptiste Lafreniere.

John Baptiste Tougas. A tract of land opposite to the village, two acres and a half front by the usual depth. This was originally granted to Noveaux, with the addition of another half acre, which has been transferred. Mr. Tougas claims at this time three acres, half an acre of which having been granted by the court, cannot be confirmed by me at this time.

Antoine Gamelin. A lot of about thirty toises, fronting on St. Honore street and running to the Wabash. This lot, it appears from certificates, was originally granted to the church, and has been by the church wardens exchanged for the ground upon which the church now stands. It will be confirmed either to the church or Mr. Gamelin.

WINTHROP SARGENT.

VINCENNES, July 31, 1790.

No. 8.

Proceedings of July 18th, from the Journals.

July 18th, was made the following publication, viz:

All persons who have exhibited their claims to lands in this settlement are desired to call and receive their papers at Major Vigo's, between the hours of twelve and two this morning, or from four to six this evening.

If there be any who have not yet attended to the repeated demands upon this business, they are to leave their papers at the office of the notary public, within sixty days from the date hereof.

Warrants of survey for most of the ancient claims and possessions will be put into the hands of Mr. Baird, and patents of confirmation are to be issued, as soon as he shall have completed the surveys, and returned plats thereof into the office of the Secretary of the Territory. But where the titles have not yet been properly explained, which is the case in some instances, it will be necessary that the persons applying for their patents, give the best possible proof that they are entitled to them. There can be no doubt, but many of the ancient concessions may have been lost, and all record of them destroyed. In such cases it will be proper to produce the testimony of some of the old people, that lands, claimed under such circumstances, have heretofore been occupied, under the authority of the French and British Governments, by the persons from they pretend to derive their rights or titles. And whenever the original concession is produced, unless by the person to whom it was made, it will be absolutely necessary to show how it was acquired. In several instances concessions have been exhibited by persons of different names and families from those to whom they were primarily made, without any apparent assignment whatever, and it is not impossible that a confirmation to such claimants might be an act of very great injustice.

WINTHROP SARGENT.

VINCENNES.

No. 9.

To the Honorable Winthrop Sargent, Esquire, Secretary in and for the Territory of the United States northwest of the river Ohio, and vested with all the powers of Governor and Commander-in-chief.

SIR:

As you have given verbal orders to the magistrates who formerly composed the court of the district of Post Vincennes, under the jurisdiction of the State of Virginia, to give you their reasons for having taken upon them to grant concessions for the lands within the district; in obedience thereto, we beg leave to inform you that their principal reason is, that, since the establishment of this country, the commandants have always appeared to be vested with the powers to give lands. Their founder, Mr. Vincennes, began to give concessions, and all his successors have given lands and lots. Mr. Legras was appointed commandant of Post Vincennes, by the lieutenant of the county; and Commander-in-chief John Todd, who was, in the year 1799, sent by the State of Virginia for to regulate the Government of the country, and who substituted Mr. Legras with his powers. In his absence, Mr. Legras, who was then commandant, assumed that he had, in quality of commandant, authority to give lands according to the ancient usages of other commandants, and he verbally informed the court of Post Vincennes that, when they would judge it proper to give lands or lots to those who should come into the country to settle or otherwise, they might do it, and that he gave them permission so to do. These are the reasons that we acted upon, and if we have done more than we ought, it was on account of the little knowledge which we had of public affairs.

We are, with the greatest respect, your honor's most obedient and very humble servants,

F. BOSSERON,
L. E. DELINE,
PIERRE GAMELIN,
PIERRE QUEREZ, his + mark.

POST VINCENNES, 3d July, 1790.

No. 10.

PROCLAMATION.

ILLINOIS, to wit:

Whereas, from the fertility and beautiful situation of the lands bordering upon the Mississippi, Ohio, Illinois, and Wabash rivers, the taking up the usual quantity heretofore allowed for a settlement by the Government of Virginia, would injure both the strength and commerce of this country: I do, therefore, issue this proclamation, strictly enjoining all persons whatsoever from making any new settlement upon the flat lands of the said rivers, or within one league of said lands, unless in manner and form of settlements as heretofore made by the French inhabitants, until further orders herein given.

And in order that all the claims to lands within the said county may be fully known, and some method provided for perpetuating by record the just claims, every inhabitant is required, as soon as conveniently may be, to lay before the persons in each district, appointed for that purpose, a memorandum of his or her land, with copies of all their vouchers, and where vouchers have never been given, or are lost, such depositions and certificates as will best tend to support their claims. The memorandum to mention the quantity of land, to whom originally granted, and when, deducing the title, through the various occupants, to the present possessor.

The number of adventurers who will shortly overrun this country renders the above method necessary as well to ascertain the vacant lands as to guard against trespasses, which will probably be committed upon lands not of record.

Given under my hand and seal, at Kaskaskias, the fifteenth day of June, in the third year of the Commonwealth, [L. S.] one thousand seven hundred and seventy-nine.

JOHN TODD, Jr.

The Secretary of State, having had under his consideration the report made by the Secretary of the Government northwest of the Ohio, of his proceedings for carrying into effect the resolution of Congress of August 29th, 1788, respecting the lands of the inhabitants of Post Vincennes, makes the following report thereon, to the President of the United States:

The resolution of Congress of August 29th, 1788, had confirmed in their possessions and titles, the French and Canadian inhabitants, and other settlers at that post, who, in or before the year 1783, had settled there, and had professed themselves citizens of the United States, or any of them; and had made a donation to every head of a family, of the same description of four hundred acres of land, part of a square, to be laid off adjoining the improvements at the post.

The Secretary of the Northwestern Government, in the absence of the Governor, has carried this resolution into effect, as to all the claims to which he thought it could be clearly applied. There remain, however, the following descriptions of cases on which he asks further instructions:

1. Certain cases within the letter of the resolution, but rendered doubtful by the condition annexed to the grants of lands in the Illinois country: the cases of these claimants, fifteen in number, are specially stated in the paper hereto annexed, No. 2, and the lands are laid off for them, but remain un-granted until further order.

2. Certain persons, who, by removals from one part of the territory to another, are out of the letter of the resolution; but within its equity, as they conceive.

3. Certain heads of families, who became such soon after the year 1783, who petitioned for a participation of the donation, and urge extraordinary militia service, to which they are exposed.

4. One hundred and fifty acres of land within the village, granted under the former government of that country, to the Plankeshaw Indians, and, on their removal, sold by them in parcels to individual inhabitants, who, in some instances, have highly improved them both before and since 1783.

5. Lands granted both before and after 1783, by authority from the commandant of the post, who, according to the usage under the French and British Governments, thinking himself authorized to grant lands, delegated that authority to a court of civil and criminal jurisdiction, whose grants, before 1783, amounted to twenty-six thousand acres, and between that and 1787, (when the practice was stopped) to twenty-two thousand acres; they are generally in parcels from four hundred acres down to the size of house lots; and some of them under considerable improvement. Some of the tenants urge that they were induced by the court itself to come and settle these lands, under assurance of their authority to grant them, and that a loss of the lands and improvements will involve them in ruin. Besides these small grants, there are some much larger, sometimes of many leagues square, which a sense of their impropriety has prevented the grantee from bringing forward; many pretended grants, too, of this class, are believed to be forgeries, and are therefore to be guarded against.

6. Two thousand four hundred acres of good land, and three thousand acres of sunken land, held under the French, British, and American Governments, as commons for the use of the inhabitants of the village generally, and for thirty years past kept under enclosure for these purposes.

The Legislature alone being competent to authorize the grant of lands in cases as yet unprovided for by the laws, the Secretary of State is of opinion that the report of the Secretary of the Northwestern Government, with the papers therein referred to, should be laid before Congress for their determination. Authentic copies of them are herewith enclosed to the President of the United States.

TH: JEFFERSON.

DECEMBER 14, 1790.

1st CONGRESS.]

No. 5.

[3d Session.

LAND CLAIMANTS IN THE NORTHWESTERN TERRITORY.

COMMUNICATED TO THE SENATE, JANUARY 6, 1791.

Mr. Strong made the following report:

The committee appointed to take into consideration the message of the President of the United States, of the 23d of December, respecting grants of land within the territory of the Government northwest of the Ohio, together with the papers accompanying it, and report what is proper to be done thereon, beg leave to report:

That, in their opinion, the heads of families who were at Vincennes in the year 1783, and afterwards removed without the limits of the said territory, are, notwithstanding, entitled to the donation of four hundred acres of land, made by the resolve of Congress, of August 29, 1788.

That four hundred acres of land should be given to each of those persons who, in the year 1783, were heads of families at Vincennes, or in the Illinois country, on the Mississippi, and who since that time have removed from one of the said places to the other; and that the Governor of the said territory be directed to cause the same to be laid out for them, at their own expense, either at Vincennes, or in the Illinois country, as they shall severally choose.

That a donation should be made, of one hundred and fifty acres of land, heretofore in possession of the Piankeshaw Indians, and now under actual improvement, and constituting a part of the village of Vincennes, to the persons who are severally in possession of the said land.

That a tract of land, containing about five thousand four hundred acres, which for many years has been freed and used by the inhabitants of Vincennes as a common, should be confirmed to the said inhabitants, to be used as a common, until a division thereof in severalty among the said inhabitants shall be directed by law.

That, when lands have been actually improved and cultivated at Vincennes, or on the Mississippi, under a supposed grant thereof by any commandant or court claiming authority to make such grant, the Governor of the said territory should be authorized to confirm to the persons who made such improvements, their heirs, and assigns, the lands supposed to have been granted, as aforesaid, or such parts thereof as he, in his discretion, may judge reasonable, not exceeding, to any one person, four hundred acres.

That the said Governor should also be authorized to make a grant of land, not exceeding one hundred acres, to each person who hath not obtained any donation of land from the United States, and who, on the first day of August, 1790, was enrolled in the militia at Vincennes, and has done militia duty.

And, in the opinion of the committee, it would be proper to direct that a bill be brought in for the purposes above-mentioned.

All which is submitted.

1st CONGRESS.]

No. 6.

[3d Session.

VIRGINIA MILITARY BOUNTY LANDS.

COMMUNICATED TO CONGRESS, JANUARY 17, 1791.

UNITED STATES, January 17, 1791.

Gentlemen of the Senate and of the House of Representatives:

I lay before you a copy of two resolutions of the Legislature of Virginia, and of a petition of sundry officers and assignees of officers and soldiers of the Virginia line on continental establishment, on the subject of bounty lands allotted to them on the northwest side of the Ohio.

G. WASHINGTON.

Extract of a letter from the Governor of Virginia, to the President of the United States, dated

"COUNCIL CHAMBER, January 4, 1791.

"I beg leave also to lay before you copies of two other resolutions of the General Assembly, together with the petition of sundry officers of the Virginia line on continental establishment, on the subject of the bounty lands allotted to them on the northwest side of the Ohio.

"I have the honor, &c.

"BEVERLEY RANDOLPH."

VIRGINIA.

IN THE HOUSE OF DELEGATES, Monday, December 20, 1790.

Resolved, That the act of Congress, entitled "An act to enable the officers and soldiers of the Virginia line on continental establishment to obtain titles to certain lands lying northwest of the river Ohio, between the Little Miami and Scioto," renders the entries and surveys made for the officers and soldiers of the continental line of this State, on the northwest side of the Ohio, doubtful and precarious, and destroys the rights of their assignees, which rights have been sanctioned by the laws of this Commonwealth.

Resolved, That the expression of the said act is so vague as to leave it uncertain whether officers having title to lands under the acts and resolutions of the General Assembly of this Commonwealth, but who have not continued in service to the end of the war, shall have grants on the warrants which have been issued to them.

Resolved, That the Executive be requested to transmit a copy of the foregoing resolutions, together with the petition of the officers and soldiers of the Virginia line, to the President of the United States.

December 22d, 1790. Agreed to by the Senate.

Test.

H. BROOKE, C. S.

CHARLES HAY, C. H. D.

To the Honorable the General Assembly of Virginia, the petition of sundry Officers of the Virginia line on Continental establishment, and of sundry assignees of Officers and Soldiers of the same line in behalf of themselves and others, sheweth:

That the interposition of Congress by their act of the 17th of July, 1788, annulling the entries and surveys made for the continental line of this State on the northwest side of the Ohio, has occasioned great uneasiness and delay to your petitioners, inasmuch as we apprehend it to be an infraction of the terms of the cession made to Congress, and an interference in judging ex parte of private property, which we think ourselves secured in by the laws of this State, antecedent to the cession; and an act of the last session of Congress, relative to the said land, instead of quieting contributes to increase our uneasiness, and greatly perplexes your petitioners by totally deranging the business.

The process heretofore established by the State, under whose authority those bounties were derived, for obtaining the lands, are as follows, viz: The document of the officer or soldier to be submitted to Col. Meriwether, an accurate officer, appointed for this and other military purposes, examined and reported by him to the Governor, who certifies the claim of the applicant, if entitled to the bounty, to the land office, upon which certificate the register issues his warrant, directed to the principal surveyor, appointed for the special purpose of surveying those lands, authorizing him to survey, in one or more surveys, for the claimant, his heirs or assigns, the quantity of land to which he is entitled. Of this warrant the register makes a record; the claimant or his assignee then carries his warrant to the surveyor's office, makes or causes to be made his location, leaves the warrant with the surveyor, who has it registered and filed away till the survey is made, when he returns it, with the survey, to the land office, where it is again examined with the record, and cancelled. The survey remains six months in the land office; and if no better right is asserted within that time, by caveat is carried into grant, in conformity to this mode; warrants for all claims have long ago issued, many of them have been assigned, the holders have lodged them with the surveyor; and in many instances have deposited with him considerable sums of money for completing the whole business, and in addition to the fees for location and survey, the assignees have uniformly deposited with the surveyors, to be applied to contingent purposes, a tax, imposed by law, of one dollar for every one hundred acres by them lodged: hence have the assignees had and paid for a second sanction for their purchases. Your petitioners further show that the second and third sections of the act of Congress totally annul these proceedings, and direct a process to be undertaken anew, thereby depriving the persons concerned, not only of the great labor and toil already bestowed on the business, but of all the moneys they have expended. Your petitioners apprehend great delays will be occasioned by the mode prescribed in the fourth section of the said law, as no return can be made to the office of the Secretary of State till the whole business is finished, which may not be in many years, as some of the present claimants are infants, some live at considerable distances, and numbers, from indolence or other causes, will not attend, nor can your petitioners know in what manner, or where, in case of interference or other disputes, they are to be settled, and by whom. If letters patent issue in the name of the original claimants, notwithstanding their having assigned their claims, the assignees will be subjected to extraordinary inconvenience, and remediless, except by tedious and expensive suits, as numbers of the original claimants are dead, others removed to considerable distances, dispersed in remote places, unknown to the assignees. This will bear uncommonly hard on a part of your petitioners, viz: the assignees, who were countenanced and secured in their purchases by the laws of the State, as is fully expressed on the face of the warrant; nor have your petitioners any more certainty respecting the surveyor's fees and surveyors; they know not what officer is to execute that business, where he is to reside, what laws he is amenable to, or what penalties attend his malfeasance or misfeasance.

Another great inconvenience will be occasioned by the delay in transmitting from the seat of the General Government to the Executive of this State, the President's letters patent, and the industrious will have no incitement to execute their surveys, as they cannot obtain their titles, by their most strenuous exertions in encountering toil or danger, sooner than the most supine or tardy.

Your petitioners therefore pray the interposition of your honorable body, to have the acts of Congress relative to the premises revised and amended so as the business may go on in the old mode, as the most convenient, or to devise some other relief for your petitioners, such as to the wisdom of the Legislature may seem meet, and your petitioners, &c. &c.

THOMAS EDMUNDS, and others.

1st CONGRESS.]

No. 7.

[3d Session.]

LAND CLAIMANTS IN THE NORTHWESTERN TERRITORY.

COMMUNICATED TO CONGRESS, FEBRUARY 18, 1791.

UNITED STATES, February 18, 1791.

Gentlemen of the Senate and of the House of Representatives:

I have received from the Secretary of State a report on the proceedings of the Governor of the Northwestern Territory, Kaskaskia, Kahokia, and Prairie, under the resolution of Congress of August 29, 1788, which containing matter proper for your consideration, I lay the same before you.

G. WASHINGTON.

The Secretary of State, having received from Arthur St. Clair, Esquire, Governor of the Northwestern Territory, a report of his proceedings for carrying into effect the resolve of Congress of August 29th, 1788, respecting the lands of the inhabitants of Kaskaskia, la Prairie du Rochers, and Kahokia, which report was enclosed to him in a letter bearing date the 10th instant, and observing therein several passages proper to be laid before the Legislature, has extracted the same, and thereupon makes to the President of the United States the following report:

In that which he made on the 14th of December, 1790, relative to the execution of the same resolution of Congress at Post Vincennes, he brought under certain general heads of description the claims to lands at that place, which had not been provided for by the said resolution of Congress. To keep the subject simplified as well as short, he will observe that the cases at Kaskaskia, described in the extract, marked A, belong to the fourth class of the said report for St. Vincennes; that those at Kaskaskia, of the extract B, belong to the fifth class of the report for St. Vincennes; and that those of Kahokia, in the extract C, belong to the sixth class of the same report, and may be comprehended in the provision to be made for them.

The extracts marked D, E, F, G, and H, describe other cases, out of the provision of the resolution, which have arisen at Kaskaskia and Kahokia, differing from each other, as well as from all the former classes.

The extracts marked J, K, state that the line which, by the resolve of Congress, of June 20th, 1788, had been so described as to place the lands to be allotted to the inhabitants of Kaskaskia and Kahokia in a fertile and convenient situation, had been so shifted, by the resolution of August 29th, 1788, as to throw those allotments into parts too distant and dangerous to be cultivated by them, and pray that the line of June 20th may be re-established.

The extract L brings into view the purchase of Flint and Parker, in the Illinois country, which may need attention in the formation of a land law.

The extracts M, N, O, with the papers they refer to, contain the reasoning urged by the inhabitants of Kaskaskia, Prairie, and Kahokia, against the demand of the expenses of certain surveys made of their lands neither, at their desire nor for any use of theirs.

P explains certain demands for the revoked emissions of continental money remaining in the office of a notary public of Kaskaskia, and Q the expediency of having a printing press established at Marietta.

Which several matters the Secretary of State is of opinion should be laid before the Legislature for their consideration.

TH: JEFFERSON.

FEBRUARY 17, 1791.

Extracts from the Report of the Governor of the Territory of the United States northwest of the Ohio.

A. Among the claims for land that have been rejected, there are several that are founded on purchases made from individual Indians, and the conveyances set forth that they were inherited from their parents, and were not the property of the nation. It could not, however, be discovered that any division of the lands of the Kaskaskia Indians had ever taken place among themselves, and the Chief of that nation has applied to be confirmed in a tract of land of about five or six thousand acres, where their village was situated not long ago, and which would take in the parcels that have been sold and applied for as above. On this claim, no decision has been made. It appeared to be a subject that ought to be referred to Congress; but I may be allowed to observe, if one Indian sale is approved it is probable that a great many will be brought forward.

B. A gentleman of the name of Todd had been appointed by the Governor of Virginia lieutenant of the county of Illinois, and some few grants of land are said to have been made by him, although by his instructions, which he put upon record at Kaskaskia, he had no authority to that purpose, but seems rather to have been restrained. A copy of those instructions were transmitted by the Secretary. On Mr. Todd's leaving that part of the country, a person of the name of De Numbrun was substituted, who made grants of land without number. The power of granting lands was also assumed by the civil courts that had been established, and that assumed power they used very liberally, still pretending, however, that they had been authorized so to do by Mr. Todd, who is styled Grand Judge for the United States. It is most probable that such power was never delegated to the courts by Mr. Todd; at least, it does not appear. All those grants have been rejected; but I beg leave to suggest, that it might be proper to allow a right of pre-emption to those who have actually settled and made improvements under them. Some of the parties seem, respectively, to have had two different objects in view—the applicants, the engrossing lands for a very small consideration, and the grantors, the accumulation of perquisites, the courts and sub-lieutenants having exacted four dollars for each grant. There are a number of American settlers in possession of such grants, whose claims have been equally rejected; their case seems to be a hard one. Not doubting the authority of the courts, which they saw every day exercised, they applied for lands, and obtained them, and made settlements, in consequence, distinct from those of the French; but having removed into that country after the year 1783, they do not come within the resolution of Congress which describes who are to be considered as ancient settlers, and confirmed in their possessions. As Americans, they have been the peculiar objects of Indian depredation, while their neighbors, the French, from having had much intercourse with the Indians, and frequently intermarrying with them, until very lately, were generally safe; they have, in consequence, been driven off of the lands they had improved, and have lost both their time and their labor. No. 7 is a representation from them upon this subject.

C. No. 14 is a representation of the inhabitants of Kahokia respecting their common. What they set forth is true, both with respect to their having been long in the occupation of it, and the quality of what they ask for upon the hills.

D. At Kaskaskia the Jesuits held valuable possessions; the buildings are gone entirely to ruin, but the lands are still of some value. On the suppression of the order in France, the officers of the French King disposed of their property at that place, by public sale, but before the sale took place the country had been ceded to Great Britain—a circumstance that was not known there. The British officer who took possession for that Crown considered the sale as illegal, and laid hold of the property; and the purchaser, a Mr. Beauvais, and his descendants, have been kept out ever since. A son of Mr. Beauvais now lays claim to it in virtue of the purchase, and throws himself upon the United States to be confirmed in what yet remains of the property for which his father paid a very large sum of money.

E. The same steps were taken to obtain a knowledge of the lands that were claimed by the people at Kahokia as at Kaskaskia, and after due examination, orders of survey for such as fell within the resolution of Congress were put into the hands of Mr. Girardin, the only person that could be found in all that country who understood any thing of surveying. There are a good many persons in that quarter, also, whose claims have been rejected, who, nevertheless, may be properly considered as having an equitable right, at least, to the pre-emption.

F. No. 24 is the request of a Mr. Gibault for a small piece of land, that has been in the occupation of the priests at Kahokia, for a long time, having been assigned to them by the French; but he wishes to possess it in propriety; and it is true that he was very useful to General Clarke upon many occasions, and has suffered very considerable losses. I believe no injury would be done to any one by his request being granted, but it was not for me to give away the lands of the United States.

G. No. 9 is a plot of the reserved tract, including Fort Chartres. It is, however, to be observed, that part of this tract appears to have been granted before the country was in possession of the French.

H. Great numbers of people have abandoned the Illinois country, and gone over to the Spanish territory. A claim, however, is still kept up by them to their ancient possessions; but it is to be remarked, that very few grants were made by the French in fee simple. When any person quitted their possessions, the soil seems to have reverted, of course, to the domain of the King, and was re-granted at the pleasure of the officers commanding. It is presumed that, strictly, the possessions of all those who have so expatriated themselves are fallen to the United States, had they even been granted originally in fee simple, and may be disposed of as they shall see fit; but the loss of the people is severely felt. May I be permitted to suggest that a law declaring those possessions escheated, unless the former owners return and occupy them within a certain time, would not be an improper measure?

I. Mr. Samuel Baird was appointed to survey the lands held by the people of Kaskaskia, and to run the lines that had been directed by Congress to embrace the donations. On examination of the claims, however, it was found that many grants of land had been made which would fall to the eastward of the line to be drawn from the mouth of the river au Marie, and as all grants that proceeded either from the Government of France, that of Great Britain, or of the State of Virginia, on or before the year 1783, were to be confirmed, the running of that line was delayed until Congress should be informed that it would not take in all the claims, and therefore appeared to be incurring an unnecessary expense.

K. The donations to the ancient settlers have not been laid out, because, at Kaskaskia and the Prairie du Rocher, no person could be found to do it. At Kahokia an authority was given to Mr. Girardin for that purpose, but nothing, I presume, has been done in consequence of it: for the alteration that was made in the location of these donations by the act of the 29th of August, from the west to the east side of the Hills or Ridge of Rocks, throws them at such a distance from their present possessions (the hills being of a considerable breadth and not very fit

for cultivation) that, in the existing circumstances of the country, they could not possibly occupy them. They humbly pray that the location pointed out by the act of the 20th of June, 1788, may be restored.

L. A contract subsists between Flint and Parker and the late Board of Treasury for a great tract of land in the Illinois country. No part of the contract has, I believe, been complied with on their parts, and probably never will; but if it is not attended to before a law passes for erecting an office for the sale of the lands, it may create embarrassments hereafter.

M. Orders of survey were issued for all the claims at Kaskaskia that appeared to be founded agreeably to the resolution of Congress, and surveys were made of the greater part of them. A part only of those surveys, however, have been returned, because the people objected to paying the surveyor, and it is too true that they are ill able to pay. The Illinois country, as well as that upon the Ouabash, has been involved in great distress ever since it fell under the American dominion. With great cheerfulness the people furnished the troops under General Clarke, and the Illinois regiment, with every thing they could spare, and often with much more than they could spare, with any convenience to themselves: most of the certificates for those supplies are still in their hands, unliquidated and unpaid; and in many instances, where application for payment has been made to the State of Virginia, under whose authority the certificates were granted, it has been refused. The Illinois regiment being disbanded, a set of men, pretending the authority of Virginia, embodied themselves, and a scene of general depredation and plunder ensued. To this succeeded three successive and extraordinary inundations from the Mississippi, which either swept away their crops or prevented their being planted. The loss of the greatest part of their trade with the Indians, which was a great resource, came upon them at this juncture, as well as the hostile incursions of some of the tribes which had ever before been in friendship with them; and to these was added the loss of their whole last crop of corn by an untimely frost. Extreme misery could not fail to be the consequence of such accumulated misfortunes. The paper No. 5 contains the orders for a compensation to the surveyor; and No. 6 is the representation of the people praying to be excused from paying it.

N. Having finished the business at Kaskaskia, as far as it was possible at that time, on the fifth day of April I embarked, and proceeded up the Mississippi to Kahokia, having stopped at Fort de Chartres, and visited the village of the Prairie du Rocher, which is about a league distant from it, by land, on the way. Mr. Baird had been directed to make the surveys there as well as at Kaskaskia, and the same objections to paying for them were raised there as at the latter place. No. 8 is a power to certain of the inhabitants to make representations to me on the subject, which was done.

O. No returns of survey from Kahokia are as yet come to hand, and it is probable that not many have been made, as the same objections to paying for them were raised here as elsewhere, and the inhabitants of that place are joined in the remonstrances which have been made by those of the other villages.

P. When the two emissions of paper money were called in by Congress, a considerable sum of those emissions were lodged in the office of a notary public at Kaskaskia, by the direction of the Lieutenant of the county of Illinois; there it yet remains, and the owners have received no satisfaction for it of any kind. They complain of this, and it would seem not without reason.

Q. Before I close this report it may be necessary to mention the necessity there is for a printing press in the Western territory. The laws adopted, or made by the Legislature, are declared to be binding upon the people until they are disapproved by Congress. There is no way of giving them any publicity but by having them read at the courts, and but few people become thereby acquainted with them; even the magistrates who are to carry them into execution are strangers to them, for the secretary does not conceive it to be his duty to furnish them with copies. Indeed the business of his office increases so fast, that it would be impossible to do it; besides, they are in English, and the greatest part of the inhabitants do not understand a word of it; the translation of them, therefore, seems to be necessary, and that a sufficient number of them should be printed in both languages; and that can only be done in the territory where the original rolls are deposited. Every public act and communication, of what kind soever, I was myself obliged to translate into French; and having no person to assist me, it made the business extremely troublesome and laborious.

No. 7.

GREAT RUN, May 23, 1790.

We, your petitioners, beg leave to represent to your excellency the state and circumstances of a number of distressed but faithful subjects of the United States of America, wherein we wish to continue, and that, under your immediate government; but, unless our principal grievance can be removed by your excellency's encouragement, we shall despair of holding a residence in the State we love. The Indians, who have not failed one year in four past to kill our people, steal our horses, and at times have killed and drove off numbers of our horned cattle, render it impossible for us to live in the country any way but in lots or villages, which we find very sickly in the Mississippi bottom; neither can we cultivate our land, but with a guard of our inhabitants equipped with arms; nor have we more tillable land, for the support of seventeen families, than what might be easily tilled by four of us: and as those lands whereon we live are the property of two individuals, it is uncertain how long we may enjoy the scanty privileges we have here; nor do we find by your excellency's proclamation that those of us which are the major part, who came to the country since the year 1783, are entitled to the land we improved, at the risk of our lives, with a design to live on. Those, with many other difficulties which your excellency may be better informed of by our reverend friend Mr. James Smith, hath very much gloomed the aspect of a number of the free and loyal subjects of the United States. In consideration of which your petitioners humbly request, that, by your excellency's command, there may be a village, with in-lots and out-lots sufficient for families to subsist on, laid out and established in or near the Prairie de Morivay. We know the other American settlers near the Mississippi to be in equal deplorable circumstances with ourselves, and, consequently, would be equally benefited by the privileges we ask; and that those of us that came to the country and improved land since the year 1783, may be confirmed in a right of pre-emption to their improvements, is the humble request of your petitioners; and we, as in duty bound, shall ever pray.

JAMES PIGGOT, and forty-five others.

To His Excellency ARTHUR ST. CLAIR, Esq.

Gov. and Commander-in-Chief of the territory of the U. S. Northwest of the River Ohio.

No. 14.

COHOS, April 28, 1790.

SIR:

The inhabitants of the villages of the Cohos, and *Prairie du Pont*, take the liberty of informing you that, in consequence of the connexion which you have been pleased to make of the seignior of the Cohos with the domain of the States, in which are included the lands and commons set apart for their cattle, which they have possessed for several years, which lands you have led them to hope would be continued to them: it is found that, by adding this seignior to the domain, they are deprived of a sufficiency of land on which to support their cattle, and of wood not only for building, but for fuel.

It is for these reasons, sir, that they have recourse to your clemency and bountiful authority, that you may be pleased to grant them a sufficient common surrounding their lands, which shall commence by a line drawn between the land called Ottagh, at the end of the morass along the coasts, running at two-thirds of a league above the coasts to the Mississippi, and taking the said line above the coasts in returning northeast, one-fourth north, to the end of the bounty lands granted to them by Congress, and which are bounded by a straight line drawn from the Mississippi to that running two miles above the coasts. This small portion of land above the coasts *n'étant remplie d'entonnoirs et bus fond*, which render it unfit for cultivation, at the same time it is of great utility to them on account of the wood, which they cannot do without.

We request you, sir, that when you shall be pleased to put us in possession of the four hundred acres of bounty land which the Congress has granted to each family, you will order a certain breadth of front, in order to furnish each with four hundred acres, from the Mississippi to the line which shall run two miles above the coasts, observing that if these four hundred acres were given by a square of twenty acres, some of them would be found to fall totally in morass, others in wood, and others in meadow; and, that each person may suffer no injury, lots may be cast for each parcel.

We, who are faithful subjects of the United States, expect every thing from your equity.

G. AUBUNIERE, and thirteen others.

To A. St. Clair, Governor General, civil and military, of the Illinois country.

No. 24.

KAHOKIA, May 1, 1790.

The undersigned memorialist has the honor to represent to your excellency, that, from the moment of the conquest of the Illinois by Colonel George Rogers Clarke, he has not been backward in venturing his life on the many occasions in which he found that his presence was useful, and sometimes necessary, and at all times sacrificing his property, which he gave for the support of the troops, at the same price that he could have received in Spanish dollars, and for which, however, he has received only paper dollars, of which he has had no information since he sent them addressed to the commissioner of Congress, who required a statement of the depreciation of them at the Belle Riviere in 1783, with an express promise, in reply, that particular attention should be paid to his account, because it was known to be no way exaggerated.

In reality, he parted with his titles and his beasts, only to set an example to his parishioners, who began to perceive that it was intended to pillage them, and abandon them afterwards, which really took place. The want of seven thousand eight hundred livres, of which the non-payment of the American notes has deprived him the use, has obliged him to sell two good slaves, who would now be the support of his old age, and for the want of whom he now finds himself dependent on the public, who, although well served, are very rarely led to keep their promises, except that part, who, employing his time in their service, are supported by the secular power, that is to say, by the civil government.

The love of his country and of liberty have also led the memorialist to reject all the advantages offered to him by the Spanish Government. And he endeavored by every means in his power, by exertions and exhortations, and by letters to the principal inhabitants, to retain every person under the dominion of the United States, in expectation of better times, and giving them to understand that, our lives and property being employed twelve years in the aggrandisement and preservation of the conquests of the United States, would at last receive an acknowledgment, and be compensated by the enlightened and upright ministers who, sooner or later, would come to examine into, and relieve us from, our sad situation. We begin to see the accomplishment of these hopes, under the happy government of your excellency, and as your memorialist has reason to believe, from proofs which would be too long to explain here, one of the number who has been the most forward in risking his life and fortune for his country.

He also hopes that his demand will be listened to favorably. It is this: The missionaries, like lords, have at all times possessed two tracts of land near this village, one three acres in front, which produces but little hay, three-quarters being useless by a great morass, the other of two acres in front, which may be cultivated, and which the memorialist will have cultivated with care, and proposes to have a dwelling erected on it, with a garden and orchard, in case his claim is accepted. Your excellency may think, perhaps, that this might injure some of the inhabitants; but it will not. It would be difficult to hire them to cause an enclosure to be made of the size of these tracts, so much land have they more than they can cultivate. May it please your excellency, then, to grant them to the memorialist as belonging to the domain of the United States, and to give him a concession to be enjoyed in full propriety in his private name, and not as to a missionary and priest, to pass to his successor, otherwise the memorialist, not wishing to labor for others, would not accept it. It is for the services he has already rendered, and those which he still hopes to render, as far as circumstances may offer, and he may be capable, and particularly on the bounty with which you relieve those who stand in need of assistance, that he founds his demand. In hopes of being soon of the number of those who praise Heaven for your fortunate arrival in this country, and who desire your prosperity in every thing, your memorialist has the honor of being, with the most profound respect,

Your excellency's most obedient and most humble servant,

P. GIBAUT, Priest.

To His Excellency ARTHUR ST. CLAIR,

Major General of the Army of the United States, Governor of the territory possessed by the United States northwest of the river Ohio, &c. &c.

[No. 9, the plat referred to on page 19, is here purposely omitted.]

No. 5.

KASKASKIA, June 5, 1790.

BY THE GOVERNOR.

Mr. Baird, the surveyor appointed to survey the lands held by the inhabitants at the Prairie du Rocher, having executed that business as far as claimants appeared, is to be paid for his services at the rate of two dollars and a half per mile, reckoning upon one line in the length of each survey, and two dollars for each lot in the village. When that expense is defrayed, new concessions will be made out for the proprietors as soon as possible.

ARTHUR ST. CLAIR.

To the Inhabitants of the Prairie du Rocher.

Extract of a letter to Major Hamtramck, at Post St. Vincennes, dated

PORT STEUBEN, January 23, 1790.

"It is with great pain that I have heard of the scarcity of corn which reigns in the settlements about the post. I hope it has been exaggerated, but it is represented to me that, unless a supply of that article can be sent forward, the people must actually starve. Corn can be had here in any quantity, but can the people pay for it? I entreat to inquire into that matter, and if you find that they cannot do without it, write to the contractor's agent here, to whom I will give orders to send forward such quantity as you may find to be absolutely necessary. They must pay for what they can of it, but they must not be suffered to perish; and though I have no direct authority from the Government for this purpose, I must take it upon myself."

No. 6.

To His Excellency ARTHUR ST. CLAIR, Esq. Governor and Commander-in-chief of the territory of the United States northwest of the river Ohio, the memorial of the inhabitants of Kaskaskia, la Prairie du Rocher, and Kahokia, county of St. Clair, humbly sheweth:

That, by an act of the Congress, of 20th June, 1788, it was declared that the lands theretofore possessed by the said inhabitants should be surveyed at their expense, and that this clause appears to them neither necessary nor

adapted to quiet the minds of the people. It does not appear necessary, because, from the establishment of the colony to this day, they have enjoyed their property and possessions without disputes or lawsuits on the subject of their limits; that the surveys of them were made at the time the concessions were obtained from their ancient Kings, Lords, or Commandants; and that each of them knew what belonged to him, without attempting an encroachment on his neighbor, or fearing that his neighbor would encroach on him. It does not appear adapted to pacify them, because, instead of assuring to them the peaceable possession of their ancient inheritances, as they have enjoyed it till now, that clause obliges them to bear expenses which, in their present situation, they are absolutely incapable of paying, and for the failure of which they must be deprived of their lands.

Your excellency is an eye-witness of the poverty to which the inhabitants are reduced, and of the total want of provisions to subsist on. Not knowing where to find a morsel of bread to nourish their families, by what means can they support the expense of a survey which has not been sought for on their parts, and for which it is conceived by them there is no necessity? Loaded with misery, and groaning under the weight of misfortunes, accumulated since the Virginia troops entered their country, the unhappy inhabitants throw themselves under the protection of your excellency, and take the liberty to solicit you to lay their deplorable situation before Congress; and as it may be interesting for the United States to know exactly the extent and limits of their ancient possessions, in order to ascertain the lands which are yet at the disposal of Congress, it appears to them, in their humble opinion, that the expense of survey ought more properly to be borne by Congress, for whom alone it is useful, than by them who do not feel the necessity of it. Besides, this is no object for the United States; but it is great, too great, for a few unhappy beings who your excellency sees yourself scarcely able to support their pitiful existence.

To these motives they venture to add that of the generosity worthy of a great people: the taking upon them a burthen too heavy for a small number of unhappy individuals will give lustre to their dignity.

They venture to hope that the paternal goodness of your excellency towards your adopted children will induce you to present their humble supplication to the honorable Congress, and that you will second it with your protection.

They will ever pray to heaven for the preservation and prosperity of your excellency.

P. GIBAULT, *Priest, and eighty-seven others.*

COUNTY OF ST. CLAIR, *June 9, 1790.*

1st CONGRESS.]

No. 8.

[3d SESSION.]

VIRGINIA MILITARY BOUNTY LANDS.

COMMUNICATED TO THE SENATE, MARCH 3, 1791.

Mr. MONROE, from the committee appointed to take into consideration the extract of a letter from Governor Randolph to the President of the United States, containing a resolution of the Legislature of Virginia, relative to the bounty lands to the officers and soldiers of the Virginia line; and to whom was also referred the resolutions of the same Legislature upon the claims of sundry individuals, with the papers accompanying them, made the following report:

That it appears to your committee that the provisions made by the act, entitled "An act to enable the officers and soldiers of the Virginia line on continental establishment to obtain titles to certain lands lying northwest of the river Ohio, between the Little Miami and Scioto," are, in the opinion of your committee, sufficiently extensive to enable the said officers and soldiers, or their legal representatives, to obtain patents for the bounty lands promised them by acts of the United States, and by the laws of the Commonwealth of Virginia, and that further legislative interference seems unnecessary.

[See No. 6.]

3d CONGRESS.]

No. 9.

[1st SESSION.]

UNCLAIMED LANDS IN THE TERRITORY CEDED BY NORTH CAROLINA, IN THE NORTH AND SOUTHWESTERN TERRITORIES.

COMMUNICATED TO CONGRESS, ON THE 10TH OF NOVEMBER, 1791.

UNITED STATES, November 10, 1791.

Gentlemen of the Senate and of the House of Representatives:

The resolution passed at the last session of Congress, requesting the President of the United States to cause an estimate to be laid before Congress, at their next session, of the quantity and situation of the lands not claimed by the Indians, nor granted to, nor claimed by, any of the citizens of the United States, within the territory ceded to the United States by the State of North Carolina, and within the territory of the United States northwest of the river Ohio, has been referred to the Secretary of State; a copy of whose report on that subject I now lay before you, together with the copy of a letter accompanying it.

G. WASHINGTON.

PHILADELPHIA, November 8, 1791.

SIR:

I have now the honor to enclose you a report on the lands of the United States within the Northwestern and Southwestern Territories, unclaimed either by Indians or by citizens of these States.

In order to make the estimate of their quantity and situation, as desired by the Legislature, it appeared necessary, first, to delineate the Indian boundaries which circumscribe those territories, and then, to present a statement of all claims of citizens within the same; from whence results the residuary unclaimed mass, whereon any land law the Legislature may think proper to pass may operate immediately, and without obstruction.

I have not presumed to decide on the merits of the several claims, nor, consequently, to investigate them minutely; this will only be proper, when such of them as may be thought doubtful, if there should be any such, shall be taken up for final decision.

I have the honor to be, with sentiments of the most perfect respect and attachment,
Sir, your most obedient and most humble servant,

TH: JEFFERSON.

The President of the United States.

The Secretary of State, to whom was referred, by the President of the United States, the resolution of Congress, requesting the President "to cause an estimate to be laid before Congress, at their next session, of the quantity and situation of the lands not claimed by the Indians, nor granted to, nor claimed by, any citizens of the United States, within the territory ceded to the United States by the State of North Carolina, and within the territory of the United States northwest of the river Ohio," makes thereon the following report:

The territory ceded by the State of North Carolina to the United States, by deed bearing date the 25th day of February, 1790, is bounded as follows, to wit: Beginning in the boundary between Virginia and North Carolina, that is to say, in the parallel of latitude $36\frac{1}{2}$ degrees north from the equator on the extreme height of the Stone mountain, where the said boundary or parallel intersects it, and, running thence along the said extreme height, to the place where Watauga river breaks through it; thence a direct course to the top of the Yellow mountain, where Bright's road crosses the same; thence along the ridge of the said mountain, between the waters of Doe river and the waters of Rock creek, to the place where the road crosses the Iron mountain; from thence along the extreme height of said mountain to where Nolichucky river runs through the same; thence to the top of the Bald mountain; thence along the extreme height of the said mountain to the Painted rock on French Broad river; thence along the highest ridge of the said mountain to the place where it is called the Great Iron or Smoky mountain; thence along the extreme height of the said mountain to the place where it is called Unaka mountain, between the Indian towns of Cowee and Old Chota; thence along the main ridge of the said mountain to the Southern boundary of the said State of North Carolina, that is to say, to the parallel of latitude 35 degrees north from the equator; thence, westwardly, along the said boundary or parallel to the middle of the river Mississippi; thence up the middle of the said river to where it is intersected by the first mentioned parallel of $36\frac{1}{2}$ degrees; thence along the said parallel to the beginning; which tract of country is a degree and a half of latitude from north to south, and about three hundred and sixty miles, in general, from east to west, as nearly as may be estimated from such maps as exist of that country.

The Indians, having claims within the said tract of country, are the Cherokees and Chickasaws, whose boundaries are settled by the treaties of Hopewell, concluded with the Cherokees on the 25th day of November, 1785, and with the Chickasaws on the 10th day of January, 1786, and by the treaty of Holston, concluded with the Cherokees July 2d, 1791. These treaties acknowledge to the said Indians all the lands westward and southward of the following lines, to wit: Beginning in the boundary between South and North Carolina where the South Carolina Indian boundary strikes the same; thence, north, to a point from which a line is to be extended to the river Clinch that shall pass the Holston at the ridge which divides the waters running into Little river from those running into the Tennessee; thence up the river Clinch to Campbell's line, and along the same to the top of the Cumberland mountain; thence, in a direct course towards the Cumberland river, where the Kentucky road crosses it, as far as the Virginia line or parallel aforesaid of $36\frac{1}{2}$ degrees; thence westwardly or eastwardly, as the case shall be, along the said line or parallel to the point thereof, which is due northeast from another point, to be taken on the dividing ridge of Cumberland and Duck rivers, forty miles from Nashville; thence, southwest, to the point last mentioned on the said dividing ridge, and along the said dividing ridge northwardly to where it is intersected by the said Virginia line or parallel of $36\frac{1}{2}$ degrees. So that there remained to the United States the right of pre-emption of the lands westward and southward of the said lines, and the absolute right to those northward thereof, that is to say; to one parcel to the eastward, somewhat triangular, comprehending the counties of Sullivan and Washington, and parts of those of Greene and Hawkins, running about one hundred and fifty miles from east to west on the Virginia boundary as its base, and between eighty and ninety miles from north to south, where broadest; and containing, as may be conjectured, without pretending to accuracy, between seven and eight thousand square miles, or about five millions of acres; and to one other parcel to the westward, somewhat triangular also, comprehending parts of the counties of Sumner, Davidson, and Tennessee, the base whereof extends about one hundred and fifty miles also from east to west, on the same Virginia line; and its height, from north to south, about fifty-five miles, and so may comprehend about four thousand square miles, or upwards of two and a half millions of acres of land.

Within these triangles, however, are the following claims of citizens, reserved by the deed of cession, and, consequently, forming exceptions to the rights of the United States:

- I. Appropriations by the State of North Carolina for their continental and State officers and soldiers.
- II. Grants, and titles to grants vested in individuals by the laws of the State.
- III. Entries made in Armstrong's office, under an act of that State of 1783, for the redemption of specie and other certificates.

The claims covered by the first reservation are,

1st. The bounties in land given by the said State of North Carolina to their continental line, in addition to those given by Congress. These were to be located within a district bounded northwardly by the Virginia line, and southwardly by a line parallel thereto, and fifty-five miles distant; westwardly by the Tennessee, and eastwardly by the meridian of the intersection of the Virginia line and Cumberland river. Grants have accordingly issued for one million two hundred and thirty-nine thousand four hundred and ninety-eight acres, and warrants for the further quantity of one million five hundred and forty-nine thousand seven hundred and twenty-six acres, making, together, two millions seven hundred and eighty-nine thousand two hundred and twenty-four acres. It is to be noted that the southwestern and southeastern angles of this district, constituting perhaps a fourth or a fifth of the whole, are south of the lines established by the treaties of Hopewell and Holston, and, consequently in a country wherein the Indian title is acknowledged and guaranteed by the United States. No information is received of the exact proportion of the locations made within these angles.

2nd. Bounties in land to Evans's battalion, raised for State purposes. These were to be taken west of the Cumberland mountain. The locations are not yet made.

The second reservation covers the following claims:

1st. Lands for the Surveyor General's fees for laying out the military bounties, to be located in the military district. The grants already issued on this account amount to thirty thousand two hundred and three acres.

2nd. Grants to Isaac Shelby, Anthony Bledsoe, and Absalom Tatum, commissioners for laying out the military bounties; and to guards, chain carriers, markers, and hunters, who attended them, already issued to the amount of sixty-five thousand nine hundred and thirty-two acres, located in the military district.

3rd. Entries in Washington county, amounting to seven hundred and forty-six thousand three hundred and sixty-two and an half acres, for two hundred and fourteen thousand five hundred and forty-nine and three quarters of which grants have already issued. Of the remaining five hundred and thirty-one thousand eight hundred and twelve and three quarters acres, a considerable proportion were declared void by the laws of the State, and were particularly excluded from the cover of the reservation in the deed of cession by this clause in it, to wit: "Provided That nothing herein contained shall extend, or be construed to extend, to the making good any entry or entries, or any grant or grants, heretofore declared void, by any act or acts of the General Assembly of this State." Still it is to be considered that many of these persons have settled and improved the lands, are willing, as is said, to comply with such conditions as shall be required of other purchasers, form a strong barrier on the new frontier acquired by the treaty of Holston, and are, therefore, objects meriting the consideration of the Legislature.

4th. Entries in Sullivan county, amounting to two hundred and forty thousand six hundred and twenty-four acres; for one hundred and seventy-three thousand three hundred and thirty-two acres of which grants have already issued. Of the remaining entries, many are certified to be void, and others understood to be lapsed, or otherwise voidable, under the laws of the State.

5th. Certain pre-emption rights granted to the first settlers of Davidson county, on Cumberland river, amounting to three hundred and nine thousand seven hundred and sixty acres.

6th. A grant of two hundred thousand acres to Richard Henderson and others on Powell's and Clinch's rivers, extending up Powell's river in a breadth of not less than four miles, and down Clinch's from their junction in a breadth not less than twelve miles. A great part of this is within the Indian territory.

Among the grants of the State now under recapitulation, as forming exceptions out of the absolute rights of the United States, are not to be reckoned here two grants, of two thousand acres each, to Alexander Martin and David Wilson, adjacent to the lands allotted to the officers and soldiers; nor a grant of twenty-five thousand acres on Duck river, to the late Major General Greene; because they are wholly within the Indian territory, as acknowledged by the treaties of Hopewell and Holston.

The extent of the third reservation in favor of entries made in Armstrong's office, is not yet entirely known, nor can be till the 20th of December, 1792, the last day given for perfecting them. The sum of certificates, however, which had been paid for these warrants into the treasury of the State, before the 20th day of May, 1790, reaches, in all probability, near to their whole amount. This was three hundred and seventy-three thousand six hundred and forty-nine pounds six shillings and five pence currency of that State, and, at the price of ten pounds the hundred acres, established by law, shows that warrants had issued for three millions seven hundred and thirty-six thousand four hundred and ninety-three acres. For one million seven hundred and sixty-two thousand six hundred and sixty of these, grants have passed, which appear to have been located, partly in the counties of Green and Hawkins, and partly in the country from thence to the Mississippi, as divided into eastern, middle, and western districts. Almost the whole of these locations are within the Indian territory. Besides the warrants paid for, as beforementioned, it is known that there are some others outstanding and not paid for; but, perhaps, these need not be taken into account, as payment of them has been disputed, on the ground that the lands, being within the Indian territory, cannot, now, be delivered to the holders of the warrants.

On a review of all the reservations, after making such conjectural allowance as our information authorizes, for the proportion of them which may lie within the Indian boundaries, it appears probable that they cover all the ceded lands susceptible of culture, and cleared of the Indian title, that is to say, all the habitable parts of the two triangles beforementioned, excepting only the lands south of French Broad and Big Pidgeon rivers. These were part of the tract appropriated by the laws of the State to the use of the Indians, whose title, being purchased at the late treaty of Holston, they are now free to be disposed of by the United States, and are probably the only lands open to their disposal, within this southwestern territory, which can excite the attention of purchasers. They are supposed to amount to about three hundred thousand acres, and we are told that three hundred families have already set down upon them without right or licence.

The territory of the United States northwest of the Ohio is bounded on the south by that river, on the east by Pennsylvania, on the north and west by the lines which divide the United States from the dominions of Great Britain and Spain.

The part of this territory occupied by Indians is north and west of the following lines, established with the Wyandots, Delawares, Chippewas, and Ottawas, by the treaty of Fort McIntosh, and, with the Shawanese, by that of the Great Miami, to wit: beginning at the mouth of the Cayahoga, and running up the river to the portage between that and the Tuscaroras branch of the Muskingum; then, down the said branch to the forks at the crossing place above Fort Lawrence; then, westwardly, towards the portage of the Big Miami, to the main branch of that river; then down the Miami to the fork of that river next below the Old Fort, which was taken by the French in 1752; thence, due west, to the river de la Panse, and down that river to the Wabash. So far the lines are precisely defined, and the whole country southward of these lines, and eastward of the Wabash, cleared of the claims of those Indians, as it is also of those of the Pattawatamies and Sacs, by the treaty of Muskingum. How far, on the other side of the Wabash, the southern boundary of the Indians has been defined, we know not. It is only understood, in general, that their title to the lower country, between that river and the Illinois, has been formerly extinguished by the French while in their possession. As to that country, then, and what lies still beyond the Illinois, it would seem expedient that nothing be done till a fair ascertainment of boundary can take place, by mutual consent, between us and the Indians interested.

The country within the Wabash, the Indian line before described, the Pennsylvania line, and the Ohio, contains, on a loose estimate, about fifty-five thousand square miles, or thirty five millions of acres.

During the British Government, great numbers of persons had formed themselves into companies under different names, such as the Ohio, the Wabash, the Illinois, the Mississippi, or Vandania companies, and had covered with their applications a great part of this territory. Some of them had obtained orders on certain conditions, which, having never been fulfilled, their titles were never completed by grants. Others were only in a state of negotiation, when the British authority was discontinued. Some of these claims being already under a special reference by order of Congress, and all of them, probably, falling under the operation of the same principles, they will not be noticed in the present report.

The claims of citizens to be here stated will be, I. Those reserved by the States in their deeds of cession; II. Those which have arisen under the Government of the United States themselves.

Under the first head presents itself the tract of country from the completion of the 41st degree to 42° 2' of north latitude, and extending from the Pennsylvania line before mentioned one hundred and twenty miles westward, not mentioned in the deed of Connecticut, while all the country westward thereof was mentioned to be ceded. About two and a half millions of acres of this may, perhaps, be without the Indian lines before mentioned.

2d. A reservation in the deed of Virginia of the possessions and titles of the French and Canadian inhabitants, and other settlers of the Kaskaskias, St. Vincent's, and the neighboring villages, who had professed themselves citizens of Virginia; which rights have been settled by an act of the last session of Congress, entitled "An act for granting lands to the inhabitants and settlers at Vincennes, and the Illinois country, in the territory northwest of the Ohio, and for confirming them in their possessions." These lands are in the neighborhood of the several villages.

3d. A reservation in the same deed of a quantity not exceeding one hundred and fifty thousand acres of land for General George Rogers Clarke, and the officers and soldiers of his regiment, who were at the reduction of Kaskaskias and St. Vincennes, to be laid off in such place, on the northwest side of the Ohio, as a majority of the officers should choose. They chose they should be laid off on the river, adjacent to the rapids, which, accordingly, has been done.

4th. A reservation in the same deed, of lands between the Scioto and Little Miami, to make up to the Virginia troops, on continental establishment, the quantity which the good lands in their southern allotment might fall short of the bounties given them by the laws of that State. By a statement of the 16th of September, 1788, it appears that seven hundred and twenty-four thousand and forty-five acres and two-thirds had been surveyed for them on the southeastern side of the Ohio; that one million three hundred and ninety-five thousand three hundred and eighty-five acres and one-third had been surveyed on the northwestern side; that warrants for six hundred and forty-nine thousand six hundred and forty-nine acres more, to be laid off on the same side of the river, were in the hands of the surveyor, and it was supposed there might still be some few warrants not yet presented: so that this reservation may be stated at two millions forty-five thousand and thirty-four acres and one-third, or perhaps some small matter more.

II. The claims of individual citizens, derived from the United States themselves, are the following:

1st. Those of the continental army, founded on the resolutions of Congress of September 16th, 1776, August 12th and September 30th, 1780, and fixed by the ordinance of May 20th, 1785, the resolution of October 23d, 1787, and the supplementary ordinance of July 9th, 1788, in the seven ranges of townships, beginning at a point on the Ohio

due north from the western termination of a line then lately run, as the southern boundary of Pennsylvania; or, in a second tract of a million of acres, bounded east by the seventh range of the said townships; south, by the lands of Cutler and Sargent; north, by an extension of the northern boundary of the said townships, and going towards the west so far as to include the above quantity; or, lastly, in a third tract of country, beginning at the mouth of the Ohio, and running up the Mississippi to the river au Vause; thence up the same, till it meets a west line from the mouth of the Little Wabash; thence along that line to the Great Wabash; thence down the same and the Ohio to the beginning. The sum total of the said military claims is one million eight hundred and fifty-one thousand and eight hundred acres.

2d. Those of the individuals who made purchases of land at New York, within the said seven ranges of townships, according to the resolutions of Congress of April 21st, 1787, and the supplementary ordinance of July 9th, 1788, which claims amount to one hundred and fifty thousand eight hundred and ninety-six acres.

3d. The purchase of one million and a half acres of land by Cutler and Sargent, on behalf of certain individuals associated under the name of the Ohio Company. This begins where the Ohio is intersected by the western boundary of the seventh range of townships, and runs due north on that boundary one thousand three hundred and six chains and twenty-five links; thence due west, to the western boundary of the seventeenth range of townships; thence, due south, to the Ohio, and up that river to the beginning: the whole area containing one million seven hundred and eighty-one thousand seven hundred and sixty acres of land, whereof two hundred and eighty-one thousand seven hundred and sixty acres, consisting of various lots and townships, are reserved to the United States.

4th. The purchase by the same Cutler and Sargent, on behalf also of themselves and others. This begins at the northeastern angle of the tract of their purchase before described, and runs due north to the northern boundary of the tenth township from the Ohio; thence, due west, to the Scioto; thence down the same, and up the Ohio, to the southwestern angle of the said purchase before described, and along the western and northern boundaries thereof, to the beginning: the whole area containing four millions nine hundred and one thousand four hundred and eighty acres of land; out of which, however, five lots, to wit, Nos. 8, 11, 16, 26, and 29, of every township of six miles square, are retained by the United States; and out of the whole are retained the three townships of Gnadenhutzen, Schoenbrunn, and Salem, and certain lands around them, as will be hereafter mentioned.

5th. The purchase of John Cleves Symmes, bounded on the west by the Great Miami; on the south, by the Ohio; on the east, by a line which is to begin on the bank of the Ohio, twenty miles from the mouth of the Great Miami, as measured along the several courses of the Ohio, and to run parallel with the general course of the said Great Miami; and on the north, by an east and west line, so run as to include a million of acres in the whole area; whereof five lots, numbered as before mentioned, are reserved out of every township by the United States.

It is suggested that this purchaser, under color of a first and larger proposition to the Board of Treasury, which was never closed, (but pending that proposition) sold sundry parcels of land between his eastern boundary before mentioned and the Little Miami, and that the purchasers have settled thereon. If these suggestions prove true, the settlers will, perhaps, be thought to merit the favor of the Legislature as purchasers for valuable consideration, and without notice of the defect of title.

The contracts for lands, which were at one time under consideration with Messrs. Flint and Parker, and with Colonel Morgan, were never so far prosecuted as to bring either party under any obligation. All proceedings thereon were discontinued at a very early stage, and it is supposed that no further views exist with any party. These, therefore, are not to be enumerated among existing claims.

6th. Three townships were reserved by the ordinance of May 20th, 1785, adjacent to Lake Erie, for refugees from Canada and Nova Scotia, and for other purposes, according to resolutions of Congress made, or to be made, on that subject. These would, of course, contain sixty-nine thousand one hundred and twenty acres.

7th. The same ordinance of May 20th, 1785, appropriated the three towns of Gnadenhutzen, Schoenbrunn, and Salem, on the Muskingum, for the Christian Indians formerly settled there, or the remains of that society, with the grounds round about them; and the quantity of the said circumjacent grounds for each of the said towns was determined, by the resolution of Congress of September 3d, 1788, to be so much as, with the plat of its respective town, should make up four thousand acres; so that the three towns and their circumjacent lands were to amount to twelve thousand acres. This reservation was accordingly made out of the larger purchase of Cutler and Sargent, which comprehended them. The Indians, however, for whom the reservation was made, have chosen to emigrate beyond the limits of the United States; so that the lands reserved for them still remain to the United States.

On the whole, it appears that the United States may rightfully dispose of all the lands between the Wabash, the Ohio, Pennsylvania, the forty-first parallel of latitude, and the Indian lines described in the treaties of the Great Miami and Fort McIntosh, with exceptions only of the rights saved by the deed of cession of Virginia, and of all rights legally derived from the Government of the United States; and supposing the part south of the Indian lines to contain, as before conjectured, about thirty-five millions of acres, and that the claims of citizens before enumerated may amount to between thirteen and fourteen millions, there remain at the disposal of the United States upwards of twenty-one millions of acres in this northwestern quarter.

And, though the want of actual surveys of some parts, and of a general delineation of the whole on paper, so as to exhibit to the eye the locations, forms, and relative positions of the rights before described, may prevent our forming a well defined idea of them at this distance, yet, on the spot, these difficulties exist but in a small degree; the individuals there employed in the details of buying, selling, and locating, possess local informations of the parts which concern them, so as to be able to keep clear of each other's rights: or, if in some instances a conflict of claims should arise, from any want of certainty in their definition, a local judge will doubtless be provided to decide them without delay, at least provisionally. Time, instead of clearing up these uncertainties, will cloud them the more, by the death or removal of witnesses, the disappearance of lines and marks, change of parties, and other casualties.

TH: JEFFERSON, *Secretary of State.*

NOVEMBER 8, 1791.

2d CONGRESS.]

No. 10.

[1st Session]

VIRGINIA MILITARY BOUNTY LANDS.

COMMUNICATED TO CONGRESS, JANUARY 24, 1792.

UNITED STATES, *January 23d, 1792.*

Gentlemen of the Senate and of the House of Representatives:

Having received from the Governor of Virginia a letter enclosing a resolution of the General Assembly of that State, and a report of a committee of the House of Delegates respecting certain lands located by the officers and soldiers of the Virginia line, under the laws of that State, and since ceded to the Chickasaw Indians, I lay copies of the same before you, together with a report of the Secretary of State on this subject.

G. WASHINGTON.

VIRGINIA.

IN THE HOUSE OF DELEGATES, *December 12th, 1791.*

Mr. Johnson reported, from the Committee of Propositions and Grievances, that the committee had, according to order, had under their consideration the petition of Charles Russell, to them referred, and had agreed upon a report, and come to a resolution thereupon, which he read in his place, and afterwards delivered in at the clerk's table, where the same was again twice read, and is as followeth:

It appears to your committee that the petitioner, in the year 1776, entered into the service of this State and joined the continental army; that he continued in service from that period until the end of the war, during which time he was with the troops to the northward and southward.

It further appears to your committee that, by an act of Assembly, passed in the year 1781, entitled "An act to adjust and regulate the pay and accounts of the officers and soldiers of the Virginia line on continental establishment, and also of the officers, soldiers, sailors, and marines in the service of this State, and for other purposes," it is stated that a considerable part of the tract of country "allotted for the officers and soldiers by the act of Assembly, passed in the year 1779, entitled 'An act for establishing a land office and ascertaining the terms and manner of granting waste and unappropriated lands,' hath fallen into the State of North Carolina, whereby the intention of the act is, so far, frustrated; and that by the said act it is enacted that all that tract of land included within the rivers Mississippi, Ohio, and Tennessee and the Carolina boundary line, shall be, and the same is thereby, substituted in lieu of such lands so fallen into the State of North Carolina, to be in the same manner subject to be claimed by the said officers and soldiers." That, under the said laws, the petitioner obtained warrants to locate the quantity of two thousand six hundred and sixty-six and sixty-ninetieths acres of land, which he directed to be laid off into two equal lots of one thousand three hundred and thirty-three and thirty-ninetieths acres each, to wit: lot No. 4, on the Mississippi, near the intended town of Columbia, and lot No. 484, on a branch of Clark's river, on the south side of Tennessee river, and that the said two tracts or lots of land are within the bounds of the lands claimed by the Indians, so that the petitioner is unable to obtain a right thereto.

It also further appears to your committee that, by a proclamation issued in the year 1785, by Patrick Henry, Esq. then Governor, all lands south of the Ohio river should be and remain to the native Indians, unless fairly purchased from them; and that by another proclamation of the Congress of the United States, part of the said lands, including those located by the petitioner, were ceded to the neighboring Indians.

Resolved, That it is the opinion of this committee that such parts of the petition of the said Charles Russell as pray that the bounty in lands allowed by law to a lieutenant may be secured to him, is reasonable.

And the said resolution being read a second time, was, on motion made, ordered to be committed to a Committee of the Whole House on the state of the Commonwealth.

Extract from the Journals.

Test,

CHARLES HAY, *C. H. D.*

VIRGINIA.

IN THE HOUSE OF DELEGATES, *December 16th, 1791.*

Resolved, That the Governor of this Commonwealth be requested to transmit to the President of the United States a statement of facts in the case of Charles Russell and others, officers and soldiers in the Virginia line, who located their bounty lands between the Mississippi, Ohio, and Tennessee rivers, which lands have been since ceded to the Indians, and to request the President of the United States to lay the same before the Congress of the United States.

December 17th, 1791.

Test,

CHARLES HAY, *C. H. D.*

Agreed to by the Senate.

H. BROOKS, *C. S.*RICHMOND, *January 7, 1792.*

SIR:

I do myself the honor to transmit herewith a resolution of the General Assembly, with respect to certain lands located by the officers and soldiers of the Virginia line, under the laws of the Commonwealth, and since ceded to the Chickasaw Indians, together with a report of a committee of the House of Delegates on the same subject.

Permit me, sir, to express my hope that some general regulations will take place during the present session of Congress, relieving Mr. Russell, and all others in the same situation, from the difficulties into which they have been innocently involved.

I have the honor to be, sir, with entire respect, your most obedient humble servant,

HENRY LEE.

The Secretary of State, to whom was referred, by the President of the United States, the letter of the Governor of Virginia of January 7, 1792, with the report of a committee of the House of Delegates of that Commonwealth, of December 12, 1791, and resolution of the General Assembly thereon, of December 17, on the case of Charles Russell, late an officer in the service of the said Commonwealth, stating that a considerable part of the tract of country allotted for the officers and soldiers, having fallen into the State of North Carolina, on the extension of their common boundary, the Legislature of the said State had, in 1781, passed an act substituting in lieu thereof the tract of country between the said boundary and the rivers Mississippi, Ohio, and Tennessee, and subjecting the same to the claims of their officers and soldiers: that the said Charles Russell had, in consequence thereof, directed warrants for two thousand six hundred and sixty-six and two-thirds acres of land to be located within the said tract of country; but, that the same belonging to the Chickasaws, he is unable to obtain a right thereto, and that there are other officers and soldiers of the said Commonwealth under like circumstances, reports—

That the tract of country, before described, is within the boundaries of the Chickasaw nation, as established by the treaty of Hopewell, the 10th day of January, 1786.

That the right of occupancy of the said lands, therefore, being vested in the said nation, the case of the said Charles Russell, and other officers and soldiers of the said Commonwealth, becomes proper to be referred to the Legislature of the United States for their consideration.

TH: JEFFERSON.

JANUARY 22, 1792.

2d CONGRESS.]

No. 11.

[1st Session.]

ILLINOIS AND WABASH LAND COMPANIES.

COMMUNICATED TO THE SENATE, MARCH 26, 1792.

Mr. STRONG, from the committee of the Senate, to whom was referred the memorial of the Illinois and Wabash Land Company, made the following report:

That the claims of the petitioners are founded on two deeds mentioned in the said petition, one of which, to William Murray and others, who are called the Illinois company, is dated July 5th, 1773, and the other to Lord Dunmore and others, who are styled the Wabash company, bears date October 18th, 1775.

That the said petitioners have proposed to surrender and convey to the United States all the lands described or meant to be described in the abovementioned deeds from the Indians, on the proviso that the United States reconvey to the company one-fourth part of the said lands.

That, in the opinion of the committee, deeds obtained by private persons from the Indians without any antecedent authority or subsequent confirmation from the Government, could not vest in the grantees mentioned in such deeds a title to the lands therein described.

That the said petitioners do not suggest any such antecedent authority on subsequent confirmation in the present case; and therefore, in the opinion of the committee, the said petitioners have not a legal title to the said lands.

That the proceeds of the sales of lands in the Western territory, belonging to the United States, are appropriated towards discharging the debts for the payment whereof the United States are holden.

The petitioners allege that the considerations specified in the said deeds were paid to the Indians, and were at least as valuable as any that were given on similar occasions, and that the Indians named in the said deeds, were owners of the land. On these points the committee give no opinion. But, for the reasons above expressed, they think it would not be expedient in the Government of the United States to accede to the aforementioned proposition of the petitioners.

To the Honorable the Senate of the United States, the memorial of the Illinois and Wabash Land Companies most respectfully sheweth:

That, during the years 1773 and 1775, your memorialists purchased from different Indian tribes, aborigines and possessors of the country, lying on part of the waters of the rivers Illinois and Wabash, two parcels of land, as described in the deeds now in their possession, and which, when required, are ready to be produced.

That the consideration, as specified in the aforementioned deeds, was at least as valuable as any that was given on similar occasions; that the negotiation was of the most public notoriety; that the meaning and intention of the parties were interpreted and explained by persons duly qualified, of whom His Britannic Majesty's interpreter was one, all depositing that they were present, either at the delivery of the bargained property to the Indians, or at the execution of the deed, as will be found authenticated by Hugh Lord, Esquire, captain in the eighteenth British regiment, and then commanding in that territory. The registry of Kaskaskias will also show the record of the whole transaction.

That further formalities (if from the British Government, more were necessary to be obtained) were prevented by the almost immediate rupture with Great Britain.

That the property of the lands in question was, at the time of purchase, in the natives.

That, however clear the claim of the company to the whole of their purchase may be, they hesitate not to express their willingness and desire that a reasonable compromise upon the subject may take place between the United States and them.

They therefore pray, that your honorable House may appoint a committee to hear and report upon the justice of their case, and such proposals as they shall lay before it.

This prayer they, with confidence, hope will be complied with, both from your known love of justice and the evident advantage that must result to the community, if, by a compromise with the company, the necessity of a second purchase from the natives would be precluded. Of this, but little doubt can be entertained, since the Indians never have denied, and are still ready, as the company are credibly informed, to acknowledge the honesty of the purchase made from them by your memorialists.

By order, and on behalf of the company,

JAMES WILSON.
WILLIAM SMITH.
JOHN SHEE.

DECEMBER 12, 1791.

NOTE.—For report of the committee of the House of Representatives, see No. 12.

2d CONGRESS.]

No. 12.

[1st Session.]

ILLINOIS AND WABASH LAND COMPANIES.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, APRIL 3, 1792.

Mr. LIVERMORE, from the committee to whom was referred the memorial of the Illinois and Wabash Land Companies, made the following report:

That the claims of the petitioners are founded on two deeds mentioned in the said petition; one of which to William Murray and others, who are called the Illinois Company, is dated July 5th, 1773, and the other, to Lord Dunmore and others, who are styled the Wabash Company, bears date October 18th, 1775.

That the said petitioners have proposed to surrender and convey to the United States all the lands described or meant to be described in the above mentioned deeds from the Indians, on the proviso that the United States reconvey to the company one fourth part of the said lands.

That in the opinion of the committee, the said deeds being given by the Indians, proprietors of the soil, before the declaration of the independence of the United States, for a valuable consideration bona fide paid, are sufficient to extinguish the Indian title to the lands therein described: and, therefore, that, on principles of justice and equity, the United States should agree to the proposal aforesaid made by the petitioners.

NOTE.—For adverse report and memorial see No. 11.

2d CONGRESS.]

No. 13.

[2d SESSION.]

REFUGEES FROM CANADA AND NOVA SCOTIA.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, ON THE 19TH DAY OF FEBRUARY, 1793.

Mr. DAYTON, from the committee to whom was referred the petition of John Blake, Joseph Bindon, John D. Mercier, and Benjamin Thompson, Canadian refugees, made the following report:

That the prayer of the petitioners is, that compensation be made to them for their loss of property and sufferings in the cause of American liberty.

In detailing the reasons in justification and support of their application, they allege that, "in consequence of their espousal of the American cause, they were driven to the necessity of flying from Canada, and of taking refuge within these United States; and that finding themselves, at the close of the late American war, in very distressed circumstances, especially as they seemed precluded from all hope of returning to Canada to recover their property and effects, no notice having been taken of their interests, nor any provision made for them in the treaties of peace between the United States and Great Britain, they did, in behalf of themselves and others, refugees from Canada, in the month of April, 1783, present a memorial to Congress, praying that honorable body to take their unhappy case into consideration, and to grant them such relief as should be deemed just and proper. That, accordingly, on the 23d of the same month, Congress were pleased to pass several resolves in their favor, to which they beg to refer, and which they were then given to understand fully included themselves and their fellow sufferers. That, with unlimited faith in the justice of Congress, and satisfied with the assurances given to them by the resolves before referred to, they have patiently waited the convenience of the public to fulfil the promised relief, till the present day."

The resolutions of Congress of the 23d of April are in the following words, viz: "That the memorialist be informed that Congress retain a lively sense of the services the Canadian officers and men have rendered the United States, and that they are seriously disposed to reward them for their virtuous sufferings in the cause of liberty."

"That they be further informed, that whenever Congress can consistently make grants of lands, they will reward, in this way, as far as may be consistent, the officers, men, and other refugees from Canada."

These resolutions unequivocally acknowledge the meritorious services and sufferings of that description of men whose case is referred, and contain a promise that they shall be rewarded by grants of land, whenever it may consistently be done. Although there may not exist a doubt of the merit of those in whose favor the petition has been made, and of the justice of their claim upon the United States for the stipulated retribution, yet the resolution above recited, and the petition itself, which directly refers to them, neither render it proper, nor indeed leave the committee at liberty to report in favor of a compensation in any other species of property than lands.

Under this impression and restriction, the committee have sought for that kind of information which might, as far as possible, enable them to form a right judgment as to the number of acres, and the situation and value of the land which ought to be set apart for that purpose, or, at least, what value in specie should be established as the measure of the donation. In this inquiry, they confess that they have not received as full satisfaction as they had hoped for from the undertaking. Although estimates of the actual losses and sacrifices of some individuals have been made out, and laid before the committee, they are, however, so few in number, and bear so small a proportion to the whole, that they afford no satisfactory rule by which a tolerably accurate decision may be made as to the aggregate of the losses sustained. From the best information which the committee have obtained, there appear to have been about two hundred and twenty-nine refugees from Canada, some with and others without families, twenty-two of whom are suggested to have been the principal sufferers, and the rest to be sufferers in a small degree. Of both descriptions, some, as has been suggested and is believed, have been already compensated, either wholly or in part, and not a few returned to Canada both before and since the peace, to possess their property, or to pursue their business; neither the names nor numbers of whom have been exactly ascertained. It appears from returns, the originals of which are in the War Office, that two hundred and ninety-two men, women, and children, were victualled at Albany and Fishkill, from the public stores, in 1784; and that in the following year, rations were drawn for ninety-three only. It also appears, from another voucher in the same office, that two hundred and five were returned for, and entitled to lands in the State of New York, pursuant to an act of the Legislature thereof, of the 11th of May, 1784. In this state of uncertainty, not only as to the extent of the losses or sufferings of the Canadian refugees, but as to the number of those who remain uncompensated, or whose compensation was inadequate, it is not easy for the committee to decide, with satisfactory precision, what specie value the lands to be distributed among them should bear, and still more difficult to ascertain the number of acres which ought to be allotted to them: because this must altogether depend upon their goodness and situation.

Having thus acknowledged the insufficiency of the materials upon which they are to found an important part of their report, they propose, with a diffidence which arises from that circumstance, the following resolutions, viz:

Resolved, That provision ought to be made by law, for donations of land to the Canadian and Nova Scotia refugees, in conformity with the resolutions of Congress of the 23d of April, 1783, promising the same.

Resolved, That the lands, so as aforesaid to be given, ought not to exceed in their specie value, at a reasonable estimate, the sum of ——— dollars.

2d CONGRESS.]

No. 14.

[2d SESSION.]

REFUGEES FROM CANADA AND NOVA SCOTIA.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, MARCH 2, 1793.

The Secretary of the Department of War, to whom were referred the petitions hereinafter enumerated, with instructions to examine the same, and report his opinion thereon, respectfully reports:

That, from the evidence produced, it appears that Thomas Faulkner, Edward Faulkner, and Simeon Chester, are refugees from the province of British Nova Scotia; and that Joseph Green, Prisque Trepagnie, Augustine Trepagnie, and Gregoire Trahan, also Mary, the widow of François des Jardins, and Margaret, the widow of François Rebutaille, are refugees from the province of Canada.

That the petitioners are persons who, from attachment to the American cause, were constrained to abandon their residences, and probably their property, in Canada and Nova Scotia, and take refuge within the United States.

The object is to obtain from the United States grants of lands, as some compensation for the losses and injuries they have sustained by their political conduct.

It appears that the resolve of Congress, of the 23d of April, 1783, being in the words following, involves an obligation of a grant of lands to the Canadian refugees, to wit:

"That the memorialist (Brigadier General Hazen) be informed that Congress retain a lively sense of the services the Canadian officers and men have rendered the United States, and that they are seriously disposed to reward them for their virtuous sufferings in the cause of liberty.

"That they be further informed that, whenever Congress can consistently make grants of land, they will reward in this way, as far as may be consistent, the officers, men, and others, refugees from Canada."

And it further appears by the ordinance for ascertaining the mode of disposing of lands in the Northwestern Territory, passed by Congress on the 20th of May, 1785, that Congress ordained "that the three townships adjacent to Lake Erie be reserved, to be hereafter disposed of by Congress for the use of the officers, men, and others; refugees from Canada, and the refugees from Nova Scotia, who are or may be entitled to grants of land under resolutions of Congress now existing, or which may hereafter be made respecting them, and for such other purposes as Congress may hereafter direct."

That, independent, however, of these resolutions, it would seem that the principles of justice and policy unite to render the compliance with the prayer of the petitioners, and others similarly circumstanced, by granting them reasonable quantities of land. But as claims of this nature may be liable to considerable abuse, it will be necessary to establish guards for the prevention thereof.

All which is humbly submitted.

H. KNOX, *Secretary of War.*

WAR DEPARTMENT, 23d February, 1793.

3d CONGRESS.]

No. 15.

[1st SESSION.]

FRENCH SETTLERS AT GALLIOPOLIS.

COMMUNICATED TO THE SENATE, MARCH 24, 1794.

The Attorney General of the United States, to whom was referred the petition of the French settlers at Galliopolis, with instructions to report to the Senate "upon the validity of their claims to lands under purchases from the Ohio or Scioto Company, or other persons, together with his opinion on the means proper to be pursued for the obtaining of justice," respectfully reports, that, in his examination of these claims the following facts presented themselves for consideration:

In the month of July, 1787, upon the application of certain persons associated for the purpose of purchasing lands on the Ohio river, Congress, by their resolve of that date, authorized the Board of Treasury of the United States to contract with any person or persons for a grant of a tract of land (bounded by the Scioto, the Ohio river, the western boundary of the seventh range of townships, and the northern boundary of the tenth township, continued due west to the Scioto) upon the terms therein mentioned.

On the twenty-sixth day of the same month proposals were made by the agents of that company, in behalf of themselves and their associates, for the purchase of the whole tract of land thus described, provided the payments were so regulated, that half a million of dollars only should be paid when the contract was executed, another half million when the whole should be surveyed, and the remainder in six equal half yearly payments, from the date of the second payment.

To these proposals Congress, with some qualifications, acceded on the following day, and directed the Board of Treasury to take order thereon.

On the 27th of October, 1787, the same agents for the Ohio Company contracted, on behalf of themselves and their associates, with the Board of Treasury, for one million and a half acres, part of the said tract, the northwestern boundary whereof is found to strike the Ohio river, about midway between the mouths of the Great Kanaway and Scioto rivers. On the same day another contract was made with the Board of Treasury for the purchase of the residue of the tract which they were authorized by the resolves of Congress to grant. This contract is stated to be made with Winthrop Sargent and Manasseh Cutler, and their associates; but some parts of that contract, as well as the subsequent conduct of the parties, leave it doubtful whether these associates were the Ohio Company or other persons. But as that Company had the pre-emption right granted to them—as the Board of Treasury were authorized to contract in that manner with their agents only—as both instruments form, in substance, but one contract, and as the payments to be made by the Ohio Company were the consideration of the long credit given for the payment of the residue purchase money—the legal and equitable construction; it is apprehended, must be, that they purchased, as agents for the Company, and not for themselves or others. This is corroborated by the sense of the Company, as expressed in certain resolutions passed on the 4th day of October, 1788, in which they declare "that their right of pre-emption of the whole land mentioned in the resolves of Congress cannot be justly called in question."

By articles of agreement, dated the 29th day of October, in the year 1787, made between Manasseh Cutler and Winthrop Sargent, for themselves and their associates, on the one part, and William Duer, and his associates, on the other part, a moiety of the residue land (described in the second contract with the Board of Treasury) is assigned to William Duer and his associates, who agree to interest Messrs. Cutler, Sargent, and their associates, in the profits arising from the sales of these lands in Europe, or elsewhere; William Duer being thereby authorized to make such sales, and employ an agent for that purpose. But, in order to secure the right of pre-emption which was dependent on the second payment to be made by the Ohio Company, William Duer engaged to advance, on account of that Company, one hundred thousand dollars, part of which was to be repaid out of the first money that these agents of the Ohio Company might receive from subscriptions.

From certain expressions in these articles (in which the second contract with the Treasury Board seems to be represented as the contract of Messrs. Sargent and Cutler, and the land therein mentioned stated to be at their disposal) it again becomes doubtful whether, by the term "their associates," the Ohio Company, or other persons, were intended. But as this inchoate title to the land was really vested in the Company, and as Messrs. Sargent and Cutler could not convey a moiety of these lands, except in the quality of agents, it is conceived that, to give any legal effect to this instrument, it must be considered as the grant of the Ohio Company by their agents, provided these agents had sufficient authority so to convey. How far they were so authorized does not appear; but from the proceedings of the Company above referred to, they seem to be of opinion that their agents had no such power.

In consequence of this agreement, Joel Barlow was sent to Europe as the agent of the contracting parties, to dispose of these lands. What instructions he had does not appear; but for the purpose of aiding the sale, a company was formed under the name of the Scioto Company, to whom these lands were conveyed, and their agent, in con-

unction with Barlow, disposed of considerable quantities of these lands to companies and individuals in France. The lands intended to be sold were represented (on a general map of the whole tract, comprised in the resolve of Congress) as divided from the lands of the Ohio Company, (that is, from the million and a half of acres) by a line striking the Ohio, nearly opposite the mouth of the Great Kanaway. The purchasers, on their arrival in America, were received by William Duer, as agent for the Scioto Company, and by him directed to Gallipolis, which was laid out about three miles below the mouth of the Great Kanaway. Each settler was presented by William Duer with two lots in the town, and one four-acre out-lot, and the adjacent country was represented as that where their respective rights were to be located. But though this was the spot described on the map, and referred to in their deeds, yet it appears that it is within the limits, not only of the tract comprised in the first contract with the Treasury Board, but even within that portion of it which has been confirmed by act of Congress passed on the 21st day of April, in the year 1792. Notwithstanding this, no objections were made by the Ohio Company to this settlement, nor was any notice given of their claim for a considerable time. This is accounted for by the information communicated by a member of the House of Representatives, who certifies, That in order to accommodate the French settlers with land, without carrying into execution the second contract with the Board of Treasury, (which had become burthensome, by the rise in the price of certificates) Messrs. Duer and his associates purchased of the Ohio Company one hundred thousand acres on the west end of their tract, (comprehending the site of Gallipolis and part of the tract of land originally pointed out to the French settlers.) The deed between the parties was seen by a committee of the House of Representatives, and is believed to have contained words of absolute conveyance, and not to have been articles merely executory. But this deed has been since delivered up and cancelled, the purchase money, as is alleged, not having been paid. It is further certified, that the agents of the Ohio Company, at the time that they solicited a bounty of one hundred thousand acres from Congress, stated this grant, and the loss they were likely to sustain in consequence of it, in order to enforce their claims before the committee of the House of Representatives.

These are the facts relative to the claims of the French settlers at Gallipolis, as far as the Attorney General has been able to ascertain them; but it is proper to observe that, as no agent on behalf of the Ohio Company has appeared since the papers came into his hands, he has not been able to attain such satisfactory information on some points as the case seemed to require. But, assuming the above state of facts to be accurate, he is of opinion that the French settlers at Gallipolis have a valid equitable title to the settlement so made, and a right to locate their respective purchases within the bounds of the one hundred thousand acres conveyed to Wm. Duer and his associates by the agents of the Ohio Company. That Company can make no title to these lands, because they parted with them to Wm. Duer and his associates; and Wm. Duer and his associates would be stopped from setting up the deed against their own precedent sales. The act of Congress confirming the title of the Ohio Company does not affect the individual rights of the purchasers under the Ohio Company, nor (as the contract with Wm. Duer and his associates is stated) can any failure of payment on their part, or the destruction of the deed, impair the equitable claims of the settlers. On the contrary, it is apprehended relief may be had in a court of equity, where a bill may be filed for a discovery, and compelling the execution of another deed in the place of that which is destroyed.

Again, if the agents of the Ohio Company were fully authorized to enter into the deed of the 29th of October, 1787, and if the Ohio Company were comprehended under the general term "associates," they thereby became parties to the sales in Europe, and, in such case, cannot impeach the title of the settlers: for those lands, though not comprehended within the description of the above mentioned deed, were represented by the agent to be so; and, by a reference to the map, are contracted for. There is reason, however, to believe that the Ohio Company cannot be considered as parties to these sales; but that fact may be fully ascertained, if necessary, by a bill of discovery in a court of equity.

But if, upon a full disclosure, the Ohio Company should not appear to be parties to those sales, and if the contract between the Company and Wm. Duer and his associates should be found to be of such a nature as to convey no title till the payment of the purchase money, in such case the French settlers have no remedy but by action at law against the *parties* contracting with them by their agents, and who guaranteed them against "eviction or impeachment of title."

It is but justice, however, to observe that great inconveniences will result to the settlers in prosecuting their claims either at law or in equity. There is no court within the Western territory with jurisdiction competent to sustain a bill for discovery, for perpetuating testimony, or for compelling the renewal of a cancelled deed. And, although the courts of equity in the other parts of the United States, proceeding in personam and not in rem, have jurisdiction in this case, yet difficulties may arise if the parties should not be within the reach of their process: At law *each* purchaser must bring his *separate* suit; and against whom it ought to be brought is rendered somewhat doubtful by the interposition of the Scioto Company (whoever they were) between the purchasers and those who were the parties to the deed of 1787. So unavailing do the settlers consider any proceedings at law, that their agent, in his letter of the 26th of December last, declares "that the settlers at Gallipolis are by no means able to prosecute at law the authors of their misery; and, admitting that the prosecutions should be carried on in the name of the United States, the length of time requisite to bring such a prosecution to an issue is such that he considers the ruin of the settlement as unavoidable. That the circumstances of the settlers are such that the least uncertainty or delay must quite wear out their constancy, almost exhausted by the many disappointments and difficulties which they have had to struggle with for the space of three years. And they offer to cede to the United States all their rights and pretensions both on the Ohio or Scioto companies, if the grant they solicit should be made.

All which is respectfully submitted.

WM. BRADFORD, *Attorney General.*

MARCH 22, 1791.

[3d CONGRESS.]

No. 16:

[1st SESSION.]

CLAIMS ON THE LANDS CEDED BY NORTH CAROLINA.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, FEBRUARY 19, 1794.

MR. WILLIAM SMITH, from the committee to whom was referred the message of the President of the United States, enclosing the copy of a letter from the Governor of North Carolina, covering a resolution of the Legislature of that State; as also, the petitions of Thomas Person, and others, proprietors of lands in the territory of the United States south of the river Ohio, and of the trustees of the university of North Carolina,* made the following report:

That, in the cession of a certain district of territory by the State of North Carolina to the United States, it is made a condition of the said cession, "that all entries made by, or grants made to, all and every person or persons

* These papers have all been lost.

whatsoever, agreeable to law, and within the limits thereby intended to be ceded to the United States, should have the same force and effect as if such cession had not been made; and that all and every right of occupancy and pre-emption, and every other right reserved by any act or acts, to persons settled on, and occupying lands within the limits of the lands thereby intended to be ceded, should continue in full force, in the same manner as if the said cession had not been made, and as conditions upon which the said lands were ceded to the United States." That it further appears that the boundary which has been guaranteed to certain Indian tribes, by a treaty made between the United States and those tribes at Holston, does interfere with some of the rights reserved by the said act of cession to certain citizens of the State of North Carolina, and others, who have heretofore delivered into the treasury of the said State, or into the Land Office thereof, certificates in payment for lands, which, by that treaty, have been relinquished to said Indian tribes; which certificates were originally issued for services and supplies, during the late war.

That it appears to the committee, that, such being the case, the said certificates ought of right to be restored to their former proprietors, and that they should be assumed and provided for, as a part of the debt of the United States, and that the said proprietors should moreover be reimbursed all expenses incurred in entering, locating, and surveying the said land.

The committee, therefore, submit the following resolutions:

1st. *Resolved*, That it shall be lawful for the Executive of the State of North Carolina to subscribe, by way of loan, to the United States, the amount of all such certificates as have been deposited in payment for any lands (reserved by the act of cession aforesaid) in payment for any lands which may be relinquished to the Indians by the treaty aforesaid, in trust for the persons by whom they were so deposited, according to their respective rights and interests.

2d. *Resolved*, That the United States ought to reimburse the said persons the money which they have expended in having entries and surveys made, and in obtaining grants, and any other incidental charges which they have necessarily incurred, with interest; and that they should, moreover, make a reasonable allowance for the loss and damage which the petitioners have sustained, by having possession of the said land withheld from them.

3d. *And whereas*, the grants to the aforesaid lands, made by virtue of an act of the Legislature of North Carolina, are valid to all intents and purposes, as coming fully within the purview of a condition contained in the act of cession from the said State to the United States: Therefore,

Resolved, That whenever the United States shall think proper to extinguish the Indian claim to the said lands, by purchase, or otherwise, it will be just and reasonable that the several persons who have obtained grants, or made surveys or entries, should have such rights confirmed and established, and their titles perfected, in preference to any other persons, on repaying to the treasury of the United States the amount of what they may now receive, as a compensation for their disbursements and losses, in case such persons shall think proper to make such repayment within a certain time, to be limited by Congress for that purpose.

3d CONGRESS.]

No. 17.

[1st Session.]

REFUGEES FROM CANADA AND NOVA SCOTIA.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, APRIL 1, 1794.

Mr. GREENUP, from the committee to whom were referred the petitions of Thomas Faulkner, Edward Faulkner, Simeon Chester, William Lawrence, and Joseph Green, and others, refugees from Nova Scotia and Canada, made the following report:

That your committee have examined the resolution of Congress of the 23d of April, 1783, on the memorial of Brigadier General Hazen, promising that, whenever Congress can consistently make grants of land, they will reward in this way, as far as may be consistent, the officers, men, and others, refugees from Canada, as recited by the Secretary in his report, but which does not apply to the petitioners from that province, who, as they set forth in their petition, do not claim as refugees, but for services rendered in Canada by the orders of General Schuyler and Colonel Livingston, for which they say they were promised pay, and some a bounty in lands. From all the inquiry your committee could make, they cannot find that those officers had any authority to promise bounty in lands to be paid by the United States to the petitioners; nor are there returns or vouchers filed by which the pay claimed can be ascertained. Your committee also find a resolution of Congress of the 13th April, 1785, (which has been omitted by the Secretary) in the following words, viz:

Resolved, That Jonathan Eddy, and other refugees from Nova Scotia, on account of their attachment to the interest of the United States, be recommended to the humanity and particular attention of the several States in which they respectively resided, and that they be informed that, whenever Congress can consistently make grants of land, they will reward in this way, as far as may be consistent, such refugees from Nova Scotia, as may be disposed to live in the Western country. That the petitioners, Thomas Faulkner, Edward Faulkner, and Simeon Chester, were inserted in the list returned by the said Jonathan Eddy, as refugees from the British province of Nova Scotia, and had abandoned their property there on account of their attachment to the cause of America. That William Lawrence has produced sufficient proof that he is also a refugee from the said province, and has abandoned his property there from the same cause. That in the ordinance passed by Congress the 20th of May, 1785, it is ordained "That three townships, adjacent to Lake Erie, be reserved, to be hereafter disposed of by Congress for the use of the officers, men, and others, refugees from Canada, and the refugees from Nova Scotia, who are or may be entitled to grants of lands under resolutions of Congress now existing, or which may hereafter be made respecting them; and for such other purposes as Congress may hereafter direct." From the exposed situation of those townships, a grant there, at present, would afford but little relief to the petitioners; but from the best information the committee could obtain, the United States possessed no lands adjacent to Lake Erie which they can now grant or dispose of. On consideration whereof your committee submit the following resolutions:

Resolved, That the prayer of the petitioner, Joseph Green, and others, from Canada, praying a bounty in lands, and other pay, for services rendered in the late war with Great Britain, ought not to be granted.

Resolved, that a tract of land not exceeding — acres, northwest of the Ohio river, beginning at the mouth of the Great Miami, and extending down the Ohio, not exceeding three times the breadth in length, be immediately appropriated to compensate the refugees from the British provinces of Canada and Nova Scotia, pursuant to the resolves of Congress of the 23d of April, 1783, and the 13th of April, 1785.

Resolved, That each refugee be entitled to five hundred acres of land.

Resolved, That the following conditions and restrictions ought to be observed to entitle the applicants to a grant of lands:

1st. That the applicant shall make proof before some court of record of his actual residence in one of the provinces aforesaid, previous to the day of —

2d. That he was compelled to abandon his residence aforesaid, in consequence of his attachment to the American cause.

3d. That all such applications be made and lodged with the Secretary for the Department of War within — years

3d CONGRESS.]

No. 18.

[1st Session.]

INDIAN GRANTS TO THE INHABITANTS OF POST VINCENNES.

COMMUNICATED TO THE SENATE BY THE PRESIDENT OF THE UNITED STATES, APRIL 15, 1794.

Extract from a paper dated at Post Vincennes, 20th November, 1793, addressed to George Washington, President of the United States of America, and signed by Pierre Gamelin and fifteen others.

The petition of the inhabitants of Post Vincennes humbly sheweth:

That your petitioners having lately heard of the publication of the laws of Congress, made for the regulation of the commerce with the Indians, and of your proclamation in consequence, forbidding any person whomsoever to establish himself upon lands belonging to them, being ignorant whether we are comprised therein, wishing to second, as much as possible, the good and just intentions of the United States, and to avoid drawing on ourselves any reproach, by precipitating the views we had of going upon limits which those same Indians gave to us, as soon as the peace between them and the United States should permit, we would submit to the equity of Congress this exposition of our titles to those lands, in the hope that that tribunal will guarantee to us the peaceable possession, by a solemn act, and, by that means, enable us to commence an establishment which we have for some time had in contemplation, and so flattering, after having groaned within the limits of a small village.

In 1742, some time after the foundation of this post, the natives of the country made the French and their heirs an absolute gift of the lands lying between the *point above* (*pointe coupée en haut*) and the river *Blanche*, below the village, with as much land on both sides of the *Wabash* as might be comprised within the said limits. At first, the ignorance of the value of those lands was the reason why there have been no authentic writings concerning this donation; but such as were in existence an unfortunate register carried off, with several other consequential papers; afterwards, the war of 1759 prevented the obtaining of them. However, the donors ratified the gift in all the councils which have since been held both with the officers of France and with those of His Britannic Majesty; and when the English agents, in 1774, came to purchase lands of the Indians, the donors, at that time, also ratified anew the said donation. We observe, that at the time of the purchase made by the English, as they wished to deceive the unfortunate Indians, by inserting in the contract both sides of the river instead of one, which the latter consented to dispose of, they would not subscribe to it.

The last year in councils, the first which have been held between the United States and these Indians, they unanimously spoke of the donation in these terms: "Americans, this is the first time I have come to see you and to hearken to you. I shall, however, tell you the truth. Our fathers gave to the French and their heirs all the lands from *la pointe coupée* and the river *Blanche*, on both sides of the *Wabash* river, to enable them to live, and for the pasturage of their animals. The French and us are but one people; our bones are mingled in this earth; we are not now come to take it from them; on the contrary, we say that all those who are here dwell here; these lands are theirs; we have never sold lands. I do not think that there is a son capable of selling the grave of his mother. Were we to sell our lands, the Grand Source of Life would be displeased, for we should also sell the bones of our fathers and the roebucks, and we should die with hunger. I do not come to jest with you, or to ridicule our brethren the French. I refer to the writings for what our fathers have given to the French; writings properly drawn never deceive. Tell the great chief what I have just said; they are our unanimous sentiments."

It would doubtless be advantageous to us, also to state here, in detail, the endless difficulties we have surmounted; the dangers we have braved on the part of the Indian enemies of our neighbors, because we were not willing to abandon this country; the reiterated and expensive efforts we have used since our establishment to keep our neighbors within the limits of moderation, and to prevent their incursions on our brethren; the favorable disposition towards the United States in which General Clarke found us, as well as our neighbors, by the means of our councils. In a word, the considerable losses we have experienced, principally because we had fraternized with the Americans, and took the advantage of supporting our rights with them. But we had rather appeal to the equity of the United States than to all these considerations, however dear they may be to our recollection; persuaded as we are that Congress will dissipate our doubts by an act in which regard will be had to these circumstances; to the little knowledge we possess of affairs of this nature; to the antiquity of our titles; and, above all, to our truly deplorable situation.

Faithfully translated from the original by

GEO. TAYLOR, Junr.

4th APRIL, 1794.

3d CONGRESS.]

No. 19.

[1st Session.]

INDIAN GRANTS TO THE INHABITANTS OF POST VINCENNES.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, APRIL 3, 1794.

Mr. CLARK, from the committee to whom was referred the petition of the inhabitants of Post Saint Vincennes, communicated by a written message from the President of the United States, of the 15th instant, made the following report:

That Congress, by their act of the 29th of August, 1788, directed measures to be taken for confirming, in their possessions and titles, the French and Canadian inhabitants, and other settlers at Post Saint Vincennes, who, on or before the year 1783, had settled there, and had professed themselves citizens of the United States, or any of them; and for laying off to them, at their own expense, the several tracts which they rightfully claimed, and which might have been allotted to them according to the laws and usages of the Government under which they have respectively settled:

That four hundred acres of land should also be reserved and given to every head of a family of the above description, settled at Post Saint Vincennes:

That the Governor of the Western Territory should cause to be laid out, at the public expense, in the form of a square, adjoining to the present improvements at Post Saint Vincennes, and in whatever direction the settlers shall prefer, a tract of land sufficient for completing the above donations; which tract should afterwards be divided by lot among the settlers who were entitled to any part of the same, in such manner as they should agree: That, in pursuance of the above act of Congress, it appears that the claims of the settlers at Post Saint Vincennes have been examined, and surveys made, both of the land they were originally entitled to, and also of the donation of

four hundred acres to each head of a family; which surveys have been returned into the office of the Secretary of the territory; but that no grants or confirmations have been issued. No complaint of a failure in the execution of the above act of Congress, as far as the same respects individuals, has, to the knowledge of the committee, been made; but the petitioners state a claim to a tract of land among the settlers in common, founded on what they call a gift from the Indians, made in the year 1742. The lands then granted, the petitioners describe as follows: "Lying between the point above, and the river Blanche below, the village, with as much land on both sides of the Western as might be comprised within the said limits."

This grant had not been produced to the committee; but in case of such a grant, the bounds, limits, and quantity of the land, as described in the petition, cannot, in the opinion of the committee, be ascertained; besides, whatever might have been intended as to the bounds and quantity of the land, your committee are informed that the grant or gift, in question, was made to the French Government, and not, in particular, to the inhabitants of Post Saint Vincennes; but that, in consequence of this grant, it is probable that the respective claims of the inhabitants, settled as above, under the act of Congress, were founded by grants under the French Government; and could the land mentioned in the grant be ascertained, and any part thereof should now remain unlocated to the inhabitants, such surplusage would now belong to the United States, having been ceded by France to Great Britain, and by Great Britain to the United States, at the treaty of peace.

The committee, therefore, upon as full an investigation of the claim of the petitioners as they have been able to make, are of opinion, that they have no legal or equitable claim to any land from the United States, other than what have already been allowed to them.

4th CONGRESS.]

No. 20.

[1st Session.]

CLAIMS ON THE LANDS CEDED BY NORTH CAROLINA.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, MARCH 10, 1796.

Mr. HILLHOUSE, from the committee instructed to inquire whether any, and what relief ought to be granted to persons claiming *lands in the territory* of the United States south of the river Ohio, under purchases made from the State of *North Carolina*, which have been since secured to the *Indians*, by treaty, made the following report:

That the chartered limits of North Carolina extend westerly to the Mississippi, and comprehend a large tract of country occupied and used by the Indians for their residence and hunting ground. That, on the 2d of May, 1778, the General Assembly of North Carolina passed a law, therein and thereby ascertaining and declaring the western boundary of the said State, and running a line which comprehended all the lands claimed at that time to have been ceded by the Indians, or conquered from them; which line did not extend so far westerly, or into the Indian country, as the present boundary line between the United States and the Indian tribes; and by the said law, all past entries or surveys which had been made over and beyond the said line, were declared void, and all future entries or surveys were prohibited. Another law of the said State, passed on the 13th of September, 1780, recognized the same boundary line, and prohibited entries of surveys beyond it. On the 17th of May, 1783, another law of the said State was passed, declaring it to be expedient to extend the western boundary of the State; and did, in and by the said law, extend the same to the Mississippi, including all the lands within the chartered limits of the State; and opened a land office for entering and surveying the same, for the purpose of discharging certain debts contracted during the late war; excepting from such entry or survey, a certain tract bounded and described in the said act, and declared to be reserved for the Indians, and certain other tracts reserved for special purposes. In pursuance of, and in conformity to, the provisions of this act, and an act of June 2d, 1784, the claimants did enter and survey the lands in question; but the principles or grounds upon which North Carolina founded the said act for thus extending their western boundary are not made known to the committee, nor have they the means of information on that subject; it appears, however, that the same session of Assembly that passed the said land office law also passed a law directing a treaty to be holden with the Indians, and providing for the expense of such treaty, and presents to be given to the Indians, in consideration of the lands by them to be ceded to the State; but it does not appear that any such treaty was ever holden. On the 28th day of November, 1785, the United States made the treaty of Hopewell, with the Cherokees, and established a line between the United States and the said tribe, excluding a large portion of the lands which had been entered and surveyed under the said act; at which treaty the agent of North Carolina attended, and protested against it, as intrenching upon the rights of that State; this treaty was, however, agreed to, and ratified by the United States and the said tribe. On the 21st of November, 1789, North Carolina acceded to the present constitution of the United States, and on the 22d of December following, passed an act ceding to the United States all her western territory, including all the said lands; in which cession it is, among other things, made a condition, "that all entries made by, or grants made to, all and every person or persons whatsoever, agreeable to law, and within the limits thereby intended to be ceded to the United States, should have the same force and effect as if such cession had not been made; and that all and every right of occupancy and pre-emption, and every other right reserved by any act or acts, to persons settled on and occupying lands within the limits of the lands hereby intended to be ceded, as aforesaid, shall continue to be in full force, in the same manner as if the cession had not been made, and as conditions upon which the said lands are ceded to the United States." Which cession was, by an act of Congress, passed April 2d, 1790, accepted. On the 2d of July, 1791, the treaty of Holston was made with the said Cherokee tribe of Indians; in which the present boundary line, between the United States and the said Indian tribe was established, and all the lands lying beyond the said line secured thereby to the said tribe. No documents or proofs have been produced to the committee, nor have they, by their researches, been able to find any satisfactory evidence that North Carolina ever did extinguish the Indian title or claim to any of the lands lying without the said present boundary line between the United States and the said Cherokee tribe of Indians. Should any such proof be hereafter produced, it will merit the attention of Congress. From the most accurate view which the committee are able to take of the subject, from the information now before them, they cannot find that the said claimants have any other than, a pre-emptive right to the said lands, and are of opinion that they cannot, of right, claim any thing more of this Government than a confirmation of that title, and an assurance that, whenever the Indian title is extinguished, they shall be permitted to enter into the quiet and peaceable possession and enjoyment of the said lands, and therefore recommend the following resolution, viz:

Resolved, That provision ought, by law, to be made, authorizing and enabling every person who, under the laws of North Carolina, and in conformity to the regulations and provisions thereof, have so entered, surveyed, located, or obtained grants of any of the lands ceded by the said State to the United States, as would have vested a good title, under the said State of North Carolina, if such cession had not been made to enter upon, occupy, and possess the same, whenever, and as soon as the Indian title or claim to such lands, shall be extinguished, under the authority of the United States, by purchase or otherwise; and to confirm and establish such title in as full and ample a manner as if the same had been derived from or under the United States.

NOTE. See No. 16.

4th CONGRESS.]

No. 21.

[1st Session.]

CLAIMS TO LAND IN THE SOUTHWESTERN PARTS OF THE UNITED STATES, UNDER A
LAW OF THE STATE OF GEORGIA.

COMMUNICATED TO THE SENATE, ON THE 29TH DAY OF APRIL, 1796.

PHILADELPHIA, April 26, 1796.

SIR:

I have the honor to transmit to Congress a report in pursuance of their resolution of the 3d of March, 1795, respecting the title to the land situate in the southwestern parts of the United States, claimed by certain companies in that resolution described under a law of the State of Georgia, passed the 7th day of January, in the year 1794. It is accompanied with all the charters, treaties, and other documents relative to the subject which it has been in my power to procure, except the most modern treaties to which I have taken leave to refer. However imperfect it may be deemed, I have yet supposed it better to obey, without delay, the order of Congress, in the best manner in my power, than to suffer the session to pass without a communication of some kind.

With the most perfect respect, I am, sir, your most obedient servant.

CHARLES LEE,

Attorney General of the United States.

The President of the Senate of the United States.

To the Congress of the United States, the Attorney General most respectfully reports:

That, in obedience to the resolution of Congress, bearing date the 3d day of March, in the year one thousand seven hundred and ninety-five, directing the Attorney General to collect, digest, and report to the next Congress, the charters, treaties, and other documents relative to and explanatory of the title to the land situate in the southwestern parts of the United States, and claimed by certain companies under a law of the State of Georgia, passed the 7th day of January, in the year one thousand seven hundred and ninety-four, namely, a tract of land claimed by James Gunn, Matthew McAllister, and George Walker, and their associates; also, a tract of land claimed by Nicholas Long, Thomas Glascock, Ambrose Gordon, and Thomas Cumming, and their associates; also, a tract of land claimed by John B. Scott, John C. Nightingale, and Wade Hampton, and their associates; and also, a tract of land claimed by Zachariah Cox, and Matthias Maker, and their associates; a collection was begun by his predecessor in office, which he has endeavored to complete and digest, and is as follows, to wit:

L. No. 1. The seventh article of the treaty between England and Spain, made in the year one thousand six hundred and seventy, whereby it is stipulated that the King of Great Britain should remain in possession of what he then possessed in the West Indies and America; and prior to this period, nothing is known to have been done to settle the pretensions of those crowns relative to America, and at this time the principal colonies of Great Britain were settled. In this situation, the boundaries of the territories in America of those nations, remained till the peace of 1763, during which time they were the subject of many disputes, which were not adjusted till the cession of Florida in that year to the King of Great Britain.

L. No. 2. An article of the treaty of Seville, in 1729, referring to commissioners to ascertain the territorial limits of each nation in America, founded on any pre-existing treaty; but this commission does not appear to have been ever executed.

L. No. 3. An extract from the treaty in 1763, relative to the cession of Florida by Spain to Great Britain, it being comprehended in the 19th article.

L. No. 4. The proclamation of the King of Great Britain in 1763, after the aforesaid cession, by which, among other things, an addition is made to Georgia of "all the lands lying between the rivers Altamaha and St. Mary's."

A. No. 1. An extract from a representation of the Board of Trade to the King, dated in 1728, in which are cited two grants, one by Charles the First, in the fifth year of his reign, unto Sir Robert Heath, of Carolina, Florida, of the land lying from the river Matheo in the 30th degree, to the river Passa Magna, in the 36th degree of northern latitude; the other by Charles the Second, in the seventeenth year of his reign, unto certain persons as proprietors, all that part of North America which lies between the 36th and 29th degrees of northern latitude, and in which Fort King George, on Altamaha, within the bounds of each, is stated to be claimed and contested by Spain.

A. No. 2. A report from the Board of Trade to the King, respecting the erection, in 1720, of Fort King George, its subsequent abandonment on account of unhealthiness, and recommending it to be again occupied, and held as an evidence of his possession. This is dated 1st December, 1727.

B. A surrender dated 25th July, 1729, to George the Second, of seven parts, into eight equal parts, to be divided of all that territory, situate, &c. extending from the north end of the island called Lucker Island, which lyeth in the southern Virginia seas, and within six and thirty degrees of the northern latitude, and to the west as far as the South Seas, and so southerly as far as the river St. Mathias, which bordereth upon the coast of Florida, and within one and thirty degrees of northern latitude, and so west in a direct line as far as the South seas; also, of all that territory north and eastward as far as the north end of Carahutke river or gullet, upon a straight westerly line to Wyonoake creek, which lies within about the degrees of thirty-six and thirty minutes northern latitude, and so west in a direct line as far as the South Seas, and south and westward as far as the degrees of twenty-nine, inclusive, northern latitude, and so west in a direct line as far as the South Seas.

H. No. 1. Commission to Robert Johnson, Governor of South Carolina, dated 9th December, 1729, in which the limits of the province are not defined, and by which he is authorized to grant lands to individuals.

H. No. 2. Instructions from the Board of Trade to Governor Robert Johnson, dated 10th June, 1730, concerning grants of lands and laying off townships.

C. No. 1. A report of the Board of Trade to the Privy Council, dated 17th December, 1730, advising an incorporation of a society by the name of "the corporation for establishing charitable colonies in America," and a grant to them of "all that tract of land in the province of South Carolina, lying between the rivers Savannah and Altamaha, to be bounded by the most navigable and largest branches of the Savannah, and the most southerly branch of the Altamaha," who were to be a colony independent of South Carolina, except as to the command of the militia.

C. No. 2. A report of the Board of Trade to the Privy Council, dated 22d December, 1731, that the western boundary of the new colony (meaning Georgia) may extend as far as that described in the ancient patents of Carolina, namely, westward.

C. No. 3. An extract from the charter of Georgia, dated in 1732, whereby seven undivided eighth parts of that part of South Carolina which "lies from the northern stream of a river, there commonly called the Savannah, all along the seacoast to the southward, unto the most southern stream of a certain other great water or river, called the Altamaha, and westward from the heads of the said rivers respectively, in direct lines to the South Seas, and all that space, circuit, and precinct of land lying within the said boundaries, &c. are disposed of.

C. No. 4. An extract from a state of the province of Georgia, attested upon oath in the court of Savannah, copied from a printed journal of William Stevens, which was published in London in 1742, vol. 2. "It lies from the most northern stream of the river Savannah, the mouth of which is in the latitude of thirty-two degrees, along

the seacoast, to the most southern stream of Altamaha, the mouth of which is in thirty and a half degrees, and westward from the heads of the said rivers respectively, in direct lines to the South Seas."

D. Additional instructions to Robert Johnson, Governor of South Carolina, dated 6th September, 1732, reciting the charter of Georgia, bearing date the 9th June, 1732, and requiring it to be registered among the records of that province.

E. A surrender of the trustees of Georgia unto the King, of all their rights, under the charter of 1732, for seven-eighths of that territory, and under the deed from Earl Granville to them of the remaining eighth part, dated 28th February, 1732, which charter and deed are therein recited, and which surrender bears date in the year 1752.

C. No. 5. A commission to John Reynolds, appointing him Governor of the province of Georgia, lying "between the most northern stream of a river, there commonly called Savannah, all along to the seacoast to the southward, to the most southern stream of a certain other great water or river, called the Altamaha, and westward from the heads of the said rivers respectively, in straight lines to the South Seas."

F. No. 1. A letter of the Board of Trade to Governor Ellis, of Georgia, disapproving of his license to Gray and others, to settle south of the Altamaha, as it was out of his governmental limits, and might provoke a Spanish war, dated 21st April, 1758.

F. No. 2. A letter from the Board of Trade to Secretary Pitt, dated 1st March, 1758, complaining of the settlement of Gray and his associates south of the Altamaha.

F. No. 3. A letter from the Board of Trade to Governor Lyttleton, of South Carolina, complaining and remonstrating against the same settlement of Gray, &c. dated 21st April, 1758.

F. No. 4. A letter of James Wright, Governor of Georgia, dated 17th October, 1761, giving information of settlements south of Altamaha without license, which he states out of his jurisdiction; and also, that Oglethorpe had extended his settlements to the south of the true boundary of Georgia.

G. No. 1. A protest of Governor Wright, of Georgia, to Governor Thomas Boone, of South Carolina, dated 30th March, 1763, against his grants of any lands south of the river Altamaha, recorded in the books of grant of South Carolina.

G. No. 2. A letter from the Board of Trade to Governor Boone, dated 30th May, 1763, disapproving of his conduct in granting lands south of the Altamaha, supposed to be in Florida, and expressing an intention to enlarge the boundaries of Georgia, &c.

G. No. 3. A letter from Governor Boone to the Board of Trade, dated 17th August, 1763, explaining his reasons for granting the lands south of Altamaha, in which he states that the boundaries of Georgia were fixed, and did not include those lands; that there is a latitude of thirty-eight miles to the south of Georgia, which was not in Florida, and over which the Governor of South Carolina had before exercised jurisdiction; and other particulars are mentioned by him.

G. Nos. 5 & 6. Two letters from Governor Wright to the Board of Trade, one dated 20th April, 1763, in which he suggests the necessity and expediency of extending the boundaries of Georgia, and of vacating the grants of South Carolina, of lands south of Altamaha, &c.

G. No. 4. An inquiry of the Board of Trade respecting the grants of Governor Boone, before mentioned, bearing date 20th December, 1764.

K. No. 1. A report of the Board of Trade to the King, dated 1st June, 1763, advising the ceded country to be divided into two provinces, East and West Florida, the boundary of each to be the thirty-first degree of North latitude, as far as could be settled without interfering with the Indians, and advising the land north of St. Mary's to be joined to Georgia.

K. No. 2. A commission to James Grant, Governor of East Florida, in which are described the bounds of that province, bearing date 4th October, 1763, viz: "to the northward by a line drawn from that part of Appalachicola river where the Chattahoochee and Flint rivers meet, to the source of St. Mary's thence, by the course of that river, to the Atlantic."

K. No. 3. A commission to John Elliott, Governor of West Florida, dated 29th July, 1767, describing its bounds "to the northward, by a line drawn due east from that part of the river Mississippi which lies in thirty-one degrees north latitude; to the river Appalachicola, or Chattahoochee, and to the eastward by the said river."

K. No. 4. A representation from the Board of Trade, dated 23d March, 1764, for altering the bounds of West Florida by an instrument under the great seal, as was done in the extension of the south boundary of Georgia, which should declare West Florida to be bounded on the north by a line drawn from the mouth of the river Yazoo, where it unites with the Mississippi, due east to the river Appalachicola, in order to comprehend settlements.

I. No. 1. A representation from the Board of Trade on the act of Georgia, passed in March, 1765, respecting grants of lands by South Carolina, lying south of Altamaha, in which it is stated, that the cession in 1763, by Spain, had put an end to the disputes concerning the lands south of Altamaha, which had not been previously occupied by either nation, exclusively of the other; that all south of St. Mary's were East Florida, and all north of that river were annexed to Georgia; for which boundaries reference is made to the proclamation bearing date the 7th October, 1763; but the act is objectionable and ought not to receive the royal assent; and that all documents concerning those granted lands should be transcribed, and the transcripts sent from South Carolina to Georgia, and there recorded.

I. No. 2. Additional instructions from the King, in the 7th year of his reign, (that is to say in the year 1767) to Montague, Governor of South Carolina, in conformity to the representation last mentioned, whereby his approbation thereof is expressed, and the same is carried into effect.

It may be proper to observe here, that no document has come to the hands of the Attorney General by which the extension of West Florida appears to have been made, conformably to the suggestion of the Board of Trade in the paper marked K. No. 4, herein before mentioned; and perhaps this may be deemed a matter worthy of further inquiry, unless the declaration of George Chalmers be so considered, which will be referred to.

M. A copy of a treaty of peace between South Carolina and Georgia of the one part, and the Cherokee nation on the other, dated 20th of May, 1777, relative to the boundaries of their countries.

N. An agreement for establishing the boundary line between the States of South Carolina and Georgia, bearing date 28th April, 1787.

The Attorney General forbears to transmit the treaty of peace between Great Britain and Spain, in the year 1783, and the treaty of the same date between Great Britain and the United States, as well as the treaty lately concluded, though not yet ratified, by the King of Spain, with the United States, because they are already in possession of Congress and in print; nor need he observe that these establish the present boundaries of the United States; but he prays leave to remark that most of the documents herein reported have been obtained through the aid of George Chalmers, in the office for trade at Whitehall, at the instance of Samuel Bayard, by direction of the late Attorney General Bradford, who, in a long letter accompanying them, has presented his view of their operation, relative to the boundary of Georgia; and, whether correct or otherwise, the same is communicated herewith for the use and consideration of Congress.

P. A note from Judge Pendleton of Georgia, in which he represents that the north boundary of Florida was extended in 1764, but he has not sent any documents to support the assertions. If further time were allowed, perhaps some useful information might be obtained on this point.

All which is most respectfully submitted.

CHARLES LEE.

L No. 1.

Extract from the treaty between England and Spain, made in the year 1670, taken from 2d vol. Chalmers's Treaties, page 37.

7th. All offences, damages, losses, injuries, which the nations and people of Great Britain and Spain have at any time, heretofore, upon what cause or pretext soever, suffered by each other in America, shall be expunged out of remembrance and buried in oblivion, as if no such thing had ever past.

Moreover, it is agreed, that the most serene King of Great Britain, his heirs and successors, shall have, hold, keep, and enjoy forever, with plenary right of sovereignty, dominion, possession, and propriety, all those lands, regions, islands, colonies, and places whatsoever, being or situated in the West Indies, or in any part of America, which the said King of Great Britain and his subjects do at present hold and possess; so as that in regard thereof, or upon any color or pretence whatsoever, nothing more may or ought to be urged, nor any question or controversy be ever moved concerning the same hereafter.

A true copy,

CHARLES LEE.

L No. 2.

Extract from the treaty between Great Britain, France, and Spain, concluded at Seville, in 1729, taken from 2d vol. Chalmers's Treaties, page 222.

6th. Commissaries shall be nominated, with sufficient powers, on the part of their Britannic and Catholic Majesties, who shall assemble at the court of Spain, within the space of four months after the exchange of the ratifications of the present treaty, or sooner, if it can be done, to examine and decide, what concerns the ships and effects taken at sea on either side, to the times specified in the preceding article. The said commissaries shall likewise examine and decide, according to the treaties, the respective pretensions which relate to the abuses that are supposed to have been committed in commerce, as well in the Indies as in Europe, and all the other respective pretensions in America, founded on treaties, whether with respect to the limits, or otherwise. The said commissaries shall likewise discuss and decide the pretensions which His Catholic Majesty may have, by virtue of the treaty of one thousand seven hundred and twenty-one, for the restitution of the ships taken by the English fleet, in the year one thousand seven hundred and eighteen. And the said commissaries, after having examined, discussed and decided the above said points and pretensions, shall make a report of their proceedings to their Britannic and Catholic Majesties, who promise that, within the space of six months after the making of the said report, they will cause to be executed punctually and exactly what shall have been so decided by the said commissaries.

A true copy.

CHARLES LEE.

L No. 3.

Extract from the treaty of peace in 1763, taken from the 3d vol. of Collection of Treaties, page 188.

20th. In consequence of the restitution stipulated in the preceding article, His Catholic Majesty cedes and guarantees, in full right, to His Britannic Majesty, Florida, with Fort St. Augustin and the bay of Pensacola, as well as all that Spain possessed on the continent of North America, to the east or to the southeast of the river Mississippi; and, in general, every thing that depends on the said countries and lands, with the sovereignty, property, possession, and all rights, acquired by treaties or otherwise, which the Catholic King and the crown of Spain have had till now over the said countries, lands, places, and their inhabitants, so that the Catholic King cedes and makes over the whole to the said King and to the crown of Great Britain, and that in the most ample manner and form.

A true copy,

CHARLES LEE.

L No. 4.

BY THE KING, A PROCLAMATION.

GEORGE R.

Whereas, we have taken into our royal consideration the extensive and valuable acquisitions in America, secured to our crown by the late definitive treaty of peace concluded at Paris the 10th day of February last; and being desirous that all our loving subjects, as well of our kingdoms as of our colonies in America, may avail themselves, with all convenient speed, of the great benefits and advantages which must accrue therefrom to their commerce, manufactures, and navigation; we have thought fit, with the advice of our privy council, to issue this our royal proclamation, hereby to publish and declare to all our loving subjects that we have, with the advice of our said privy council, granted our letters patent under our great seal of Great Britain, to erect within the countries and islands, ceded and confirmed to us by the said treaty, four distinct and separate Governments, styled and called by the names of Quebec, East Florida, West Florida, and Grenada, and limited and bounded as follows, viz.

First, The Government of Quebec, bounded on the Labrador coast by the river St. John, and from thence by a line drawn from the head of that river, through the lake St. John, to the south end of the lake Nipissim; from whence the said line, crossing the river St. Lawrence and the lake Champlain in 45 degrees of north latitude, passes along the high lands, which divide the rivers that empty themselves into the said river St. Lawrence from those which fall into the sea; and also along the north coast of the Baye des Chaleurs, and the coast of the Gulph of St. Lawrence to Cape Rosieres, and from thence, crossing the mouth of the river St. Lawrence, by the west end of the island of Anticosti, terminates at the aforesaid river St. John.

Secondly, The Government of East Florida, bounded to the westward by the Gulph of Mexico and the Appalachian river; to the northward, by a line drawn from that part of the said river where the Chattahoochee and Flint rivers meet, to the source of St. Mary's river, and by the course of the said river to the Atlantic Ocean, and to the east and south by the Atlantic Ocean and the Gulph of Florida, including all islands within six leagues of the sea-coast.

Thirdly, The Government of West Florida, bounded to the southward by the Gulph of Mexico, including all islands within six leagues of the coast from the river Appalachicola to the lake Pontchartrain; to the westward by the said lake, the lake Maurepas, and the river Mississippi; to the northward, by a line drawn due east from that part of the river Mississippi which lies in thirty-one degrees north latitude, to the river Appalachicola, or Chattahoochee; and to the eastward by the said river.

Fourthly, The Government of Grenada, comprehending the island of that name, together with the Grenadines, and the islands of Dominica, St. Vincent, and Tobago.

And to the end that the open and free fishery of our subjects may be extended to, and carried on, upon the coast of Labrador and the adjacent islands, we have thought fit, with the advice of our said privy council, to put all that coast, from the river St. John's to Hudson's Straights, together with the islands of Anticosti and Madelaine, and all other smaller islands lying upon the said coast, under the care and inspection of our Governor of Newfoundland.

We have also, with the advice of our privy council, thought fit to annex the islands of St. John and Cape Breton, or Isle Royale, with the lesser islands adjacent thereto, to our Government of Nova Scotia.

We have also, with the advice of our privy council aforesaid, annexed to our province of Georgia all the lands lying between the rivers Altamaha and St. Mary's.

And whereas, it will greatly contribute to the speedy settling our said new Governments, that our loving subjects should be informed of our paternal care for the security of the liberties and properties of those who are, and shall

become inhabitants thereof; we have thought fit to publish and declare, by this our proclamation, that we have, in the letters patent under our great seal of Great Britain, by which the said Governments are constituted, given express power and direction to our Governors of our said colonies respectively, that, so soon as the state and circumstances of the said colonies will admit thereof, they shall, with the advice and consent of the members of our council, summon and call general assemblies within the said Governments respectively, in such manner and form as is used and directed in those colonies and provinces in America, which are under our immediate Government; and we have also given power to the said Governors, with consent of our said councils, and the representatives of the people, so to be summoned as aforesaid, to make, constitute, and ordain laws, statutes, and ordinances for the public peace, welfare, and good government of our said colonies, and of the people and inhabitants thereof, as near as may be, agreeable to the laws of England, and under such regulations and restrictions as are used in other colonies; and in the meantime, and until such assemblies can be called as aforesaid, all persons inhabiting in, or resorting to, our said colonies, may confide in our royal protection for the enjoyment of the benefit of the laws of our realm of England; for which purpose we have given power under our great seal to the Governors of our said colonies respectively, to erect and constitute, with the advice of our said councils, respectively, courts of judicature and public justice within our said colonies for the hearing and determining all causes, as well criminal as civil, according to law and equity, and as near as may be agreeable to the laws of England, with liberty to all persons who may think themselves aggrieved by the sentence of such courts, in all civil cases, to appeal, under the usual limitations and restrictions, to us in our privy council.

We have also thought fit, with the advice of our privy council as aforesaid, to give unto the Governors and councils of our said three new colonies upon the continent, full power and authority to settle and agree with the inhabitants of our said new colonies, or to any other person who shall resort thereto, for such lands, tenements, and hereditaments, as are now, or hereafter shall be, in our power to dispose of, and them to grant to any such person or persons, upon such terms, and under such moderate quit-rents, services, and acknowledgments, as have been appointed and settled in other colonies, and under such other conditions as shall appear to us to be necessary and expedient for the advantage of the grantees, and the improvement and settlement of our said colonies.

And whereas, we are desirous, upon all occasions, to testify our royal sense and approbation of the conduct and bravery of the officers and soldiers of our armies, and to reward the same, we do hereby command and empower our Governors of our said three new colonies, and other our Governors of our several provinces on the continent of North America, to grant, without fee or reward, to such reduced officers as have served in North America during the late war, and are actually residing there, and shall personally apply for the same, the following quantities of land, subject, at the expiration of ten years, to the same quit-rents as other lands are subject to in the province within which they are granted, as also subject to the same conditions of cultivation and improvements, viz.

To every person having the rank of a field officer, five thousand acres.

To every captain, three thousand acres.

To every subaltern or staff officer, two thousand acres.

To every non-commissioned officer, two hundred acres.

To every private man, fifty acres.

We do likewise authorize and require the Governors and Commanders-in-chief of all our said colonies upon the continent of North America, to grant the like quantities of land, and upon the same conditions, to such reduced officers of our navy of like rank, as served on board our ships of war in North America, at the times of the reduction of Louisburg and Quebec, in the late war, and who shall personally apply to our respective Governors for such grants.

And whereas, it is just and reasonable, and essential to our interest, and the security of our colonies, that the several nations or tribes of Indians, with whom we are connected, and who live under our protection, should not be molested or disturbed in the possession of such parts of our dominions and territories as, not having been ceded to or purchased by us, are reserved to them, or any of them, as their hunting grounds; we do, therefore, with the advice of our privy council, declare it to be our royal will and pleasure, that no Governor or Commander-in-chief, in any of our colonies of Quebec, East Florida, or West Florida, do presume, upon any pretence whatever, to grant warrants of survey, or pass any patents for lands beyond the bounds of their respective Governments, as described in their commissions; as also that no Governor or Commander-in-chief of our other colonies or plantations in America, do presume for the present, and until our further pleasure be known, to grant warrant of survey, or pass patents for any lands beyond the heads or sources of any of the rivers which fall into the Atlantic Ocean from the west or northwest; or upon any lands whatever, which, not having been ceded to, or purchased by us, as aforesaid, are reserved to the said Indians, or any of them.

And we do further declare it to be our royal will and pleasure for the present, as aforesaid, to reserve under our sovereignty, protection, and dominion, for the use of the said Indians, all the land and territories not included within the limits of our said three new Governments, or within the limits of the territory granted to the Hudson's Bay Company; as also all the land and territories lying to the westward of the sources of the rivers which fall into the sea from the west and northwest, as aforesaid; and we do hereby strictly forbid, on pain of our displeasure, all our loving subjects from making any purchases or settlements whatever, or taking possession of any of the lands above reserved, without our especial leave and license for that purpose first obtained.

And we do further strictly enjoin and require all persons whatever, who have either wilfully or inadvertently seated themselves upon any lands within the countries above described, or upon any other lands which, not having been ceded to or purchased by us, are still reserved to the said Indians, as aforesaid, forthwith to remove themselves from such settlements.

And whereas, great frauds and abuses have been committed in the purchasing lands of the Indians, to the great prejudice of our interests, and to the great dissatisfaction of the said Indians; in order, therefore, to prevent such irregularities for the future, and to the end that the Indians may be convinced of our justice and determined resolution to remove all reasonable cause of discontent, we do, with the advice of our privy council, strictly enjoin and require that no private person do presume to make any purchase from the said Indians of any lands reserved to the said Indians within those parts of our colonies where we have thought proper to allow settlement; but that, if at any time any of the said Indians should be inclined to dispose of the said lands, the same shall be purchased only for us, in our name, at some public meeting or assembly of the said Indians, to be held for that purpose by the Governor or Commander-in-chief of our colony respectively within which they shall lie; and, in case they shall lie within the limits of any proprietaries, conformable to such directions and instructions as we or they shall think proper to give for that purpose; and we do, by the advice of our privy council, declare and enjoin that the trade with the said Indians shall be free and open to all our subjects whatever, provided that every person, who may incline to trade with the said Indians, do take out a license for carrying on such trade from the Governor or Commander-in-chief of any of our colonies respectively where such person shall reside, and also give security to observe such regulations as we shall at any time think fit, by ourselves or commissaries to be appointed for this purpose, to direct and appoint, for the benefit of the said trade; and we do hereby authorize, enjoin, and require the Governors and Commanders-in-chief of all our colonies respectively, as well those under our immediate government as those under the government and direction of proprietaries, to grant such licenses without fee or reward, taking especial care to insert therein a condition that such license shall be void, and the security forfeited, in case the person to whom the same is granted shall refuse or neglect to observe such regulations as we shall think proper to prescribe as aforesaid.

And we do further expressly enjoin and require all officers whatever, as well military as those employed in the management and direction of Indian affairs within the territories reserved, as aforesaid, for the use of the said Indians, to seize and apprehend all persons whatever, who, standing charged with treasons, misprisions of treason, murders, or other felonies or misdemeanors, shall fly from justice and take refuge in the said territory, and to send them, under a proper guard, to the colony where the crime was committed of which they shall stand accused, in order to take their trial for the same.

Given at our court at St. James's, the 7th day of October, 1763, in the third year of our reign.

God save the King.

A. No. 1.

*To the King's Most Excellent Majesty.**May it please your Majesty:*

In obedience to your Majesty's commands, signified to us by his Grace the Duke of Newcastle's letter of the 9th of the last month, directing us to lay before your Majesty a state of the possessions of your Majesty and your subjects in America, which are disputed by the King of Spain, particularly those of Fort King George, on the borders of South Carolina, of the island of Providence, and the rest of the Bahama islands; and of the settlement your Majesty's subjects have in the bay of Campeachy; as also the complaints upon which redress has not yet been obtained, of injuries done by the Spaniards to your Majesty's subjects in America, or trading thither: as the seizing of their ships and effects by the guarda costas, and other depredations and acts of violence and injustice committed on the part of Spain, and the damage sustained thereby; we take leave to represent to your Majesty:

That Carolina was formerly known by the names of Florida and Carolina Florida; this province was first discovered by Sr. Sebastian Cabot, in the year 1497, who by commission from, and at the expense of, King Henry VII. discovered all the coast of America, from the 56th to the 28th degrees of northern latitude, about thirty years before any other Europeans had visited the northern continent of America; and it does not appear that ever the Spaniards attempted any discovery of that part of America till 1527, under Pamphilio Narvaez, nor any conquest till 1539, when Ferdinand Soto landed upon Florida from the Havanna, and, wandering over a great part of that country in search of mines, which he could not find, died of grief in May, 1542; and such of his men as were left alive, returned again to the Havanna, without making any settlement on that continent.

The first grant that we find of this country by your Majesty's royal predecessors was by King Charles I. in the fifth year of his reign, to Sir Robert Heath, his Attorney General; in that patent it is called Carolina Florida, and the boundaries fixed for it are from the river Matheo, in the 30th degree, to the river Passa Magna, in the 36th degree of northern latitude.

We have good reason to believe that possession of this country was taken under the said patent, and large sums of money expended by the proprietor and those claiming under him in making settlements there; but whether this grant was afterwards surrendered, or whether the same became vacant, and obsolete by non-user or otherwise, King Charles II. made two other grants of the same country, with some small difference in the boundaries, to the lords proprietors of Carolina.

The last of these grants bears date the 30th day of June, in the seventeenth year of King Charles II.'s reign, and gives to the lords proprietors all that part of North America which lies between the 36th and 29th degrees of northern latitude.

Fort King George, upon the river Altamaha, now complained of by the Spaniards, lies within the bounds of both the abovementioned grants, to Sir Robert Heath, and to the lords proprietors, who have made and continued many flourishing settlements in Carolina, whereas it is notoriously known that the Spaniards have never maintained or kept possession of any in those parts except St. Augustine; and your Majesty might with as much reason contest their title to the settlement, as they dispute your Majesty's right to Fort King George, which was neither settled by the Spaniards, nor any other European nation, when your Majesty's troops first took possession of that place whereon that fort was afterwards erected.

This is not the first time that disputes have arisen between the crowns of Great Britain and Spain, concerning their respective dominions in America: but to prevent all contests of this sort in times to come, a treaty was concluded at Madrid, in the year 1670, by the seventh article of which treaty, it was expressly agreed between the then Kings of Spain and Great Britain, that the King of Great Britain and his heirs should hold and enjoy forever all those lands and places in any part of America, which the said King of Great Britain or his subjects then held or possessed; which treaty is subsequent to the two grants to Sir Robert Heath and the lords proprietors of Carolina, and to the making of several settlements under both the said patents; it is therefore matter of surprise that the Spaniards should now pretend a title to a part of a province which they have so long ago given up by the said treaty, which hath been confirmed by many subsequent treaties between the two crowns.

I hereby certify, that the before written paper is an extract of a representation from the Board of Trade to the King copied from the Trade Entry, N. page 347.

GEO. CHALMERS.

OFFICE FOR TRADE, WHITEHALL, September 14, 1795.

A. No. 2.

To the King's Most Excellent Majesty.

WHITEHALL, December 1, 1727.

May it please your Majesty:

His Grace the Duke of Newcastle, one of your Majesty's principal Secretaries of State, having lately transmitted to us the copy of a letter to your Majesty's Secretary at War, from Captain Edward Massey, who commands an independent company of foot at Fort King George upon the Altamaha river in South Carolina, setting forth divers hardships which the company suffers from the unwholesome situation of the said fort and the badness of accommodation there; and we having, since the receipt of the said letter, seen several other papers from Carolina, by which it appears that Captain Massey, at the request of the council and assembly, has actually withdrawn all his men to Port Royal, and abandoned the fort at Altamaha.

We take leave to acquaint your Majesty that, in the year 1720, it being suspected that the French or Spaniards would take possession of the Altamaha river, his late Majesty was pleased to order a company of one hundred men, under the command of General Nicholson, your Majesty's Governor of South Carolina, to secure that river, as being within the bounds of South Carolina; and to erect a fort, as well to maintain His Majesty's property there, as to command the navigation of the said river, which runs up the country very near to the French settlements on the Mississippi; a fort was accordingly built, and called Fort King George, which was some time afterwards burnt by accident and rebuilt, but in a very bad manner, at the expense of the province, which is one of the causes why the soldiers complain for want of proper accommodations; though we cannot believe their condition to be so bad as is set forth, because General Nicholson has informed us, that the inconveniences which the garrison labored under there were chiefly owing to the inactive and lazy disposition of the soldiers, who are mostly old invalids, of which the General has given us a remarkable instance, for he says, they could not be prevailed upon to fetch wholesome water for themselves, as the natives did, when they assisted in building the said fort, whereby they preserved themselves in good health.

General Nicholson has also informed us, that he had often proposed to the said company the making of gardens and enclosures, and had offered to send them stocks of cattle, as he had done powder and fishing tackle, by which means, had they been industrious, they might have saved their pay by virtualising themselves, there being in that country great plenty of deer, wild fowl, and fish.

This being the true state of the case, although the situation of the fort may not be very healthy, and although there may be some reason to complain for want of proper accommodations, whatever inducements the council and assembly might have to withdraw the garrison for any immediate service from thence to Port Royal, yet we are of opinion that the fort ought not to be abandoned, but that orders should be sent without loss of time for resuming the possession of it, lest the same should fall into the hands of the French or Spaniards; the reasons being at present rather stronger for maintaining of this fort than they were at first for the erecting of it: this may be done by sending

only a detachment of the company to Altamaha; for we look upon this fort at present rather as an evidence of your Majesty's possession, than as a place capable of making any considerable defence.

This detachment may, from time to time, be relieved from Port Royal, by which means the soldiers will have the means of preserving or recovering their healths, and it may be left to the discretion of your Majesty's Governor there, to change the situation of the fort to any other place not liable to the same objections with this, provided the same be situated in a place that may command the navigation of the said river.

We rather recommend this, because we are informed the Spaniards are equipping several periaugas to cruise upon that coast, and they may probably take possession of this river if not speedily prevented.

At the same time we would propose to your Majesty that orders may be sent to your Majesty's Governor there to furnish the soldiers with all proper conveniences, and to give all possible encouragement for the carrying on so important a service.

It may likewise be necessary that your Majesty should be graciously pleased to give directions to your Board of Ordinance to send some powder and ball to Carolina for the service of the said fort, their stores being entirely exhausted.

All which is most humbly submitted.

P. Docminique,
T. Pelham,
M. Bladen,
W. Cary.

J. Chetwynd,
E. Ashe,
Orlo Bridgeman,

OFFICE FOR TRADE, WHITEHALL, September 14, 1795.

I hereby certify that the before written paper is a representation from the Board of Trade to the King, copied from the Carolina Entry, A. page 233.

GEO. CHALMERS.

Quinta pars claus de anno regni Regis Georgii Secundi tertio.

Rex D^{nus} }
et } THIS INDENTURE tripartite made the twenty-fifth day of July in the third year of the reign
Bertie Ar. & al. } of our Sovereign Lord George the Second by the grace of God of Great Britain France and Ire-
(19) } land King Defender of the Faith &c Anno Domini one thousand seven hundred and twenty-
nine Between our said Sovereign Lord the Kings most excellent Majesty of the first part Edward
Bertie of Grays Inne in the county of Middlesex Esquire Samuel Horsey of Mortlake in the
county of Surrey Esqr Henry Smith of Caversham in the county of Oxon Esquire and Alexius

Clayton of the Middle Temple London Esqr of the second part The most noble Henry Duke of Beaufort the Honourable James Bertie of the parish of St. John the Evangelist in the liberty of Westminster in the county of Middlesex Esquire the Honourable Dodington Greville of Bulford in the county of Wilts Esquire (the said Dodington Greville and James Bertie being the surviving devisees named in the last will of the most noble Henry Duke of Beaufort deceased In trust for the said Henry now Duke of Beaufort and for the Right Honourable Charles Noell Somerset Esquire commonly called Lord Charles Noell Somerset his brother an infant) the Right Honourable William Lord Craven Joseph Blake of the province of South Carolina in America Esquire Archibald Hutcheson of the Middle Temple London Esquire John Cotton of the Middle Temple London Esquire Sir John Colleton of Exmouth in the county of Devon Baronet the Honourable Henry Bertie of Dorton in the county of Bucks Esquire Mary Danson of the parish of St. Andrew Holborne in the county of Middlesex widow and Elizabeth Moor of London widow of the third part Whereas his late Majesty King Charles the Second by his letters patent under the great seal of Great Britaine bearing date at Westminster the four and twentieth day of March in the fifteenth year of his reign did grant and confirm unto Edward then Earl of Clarendon George then Duke of Albemarle William then Lord Craven John then Lord Berkley Anthony then Lord Ashley Sir George Carteret knight and baronet Sir William Berkley and Sir John Colleton knight and baronet all since deceased their heirs and assigns All that territory or tract of ground situate lying and being within his said late Majesties dominions in America extending from the north end of the island called Lucker Island which lyeth in the southern Virginia seas and within six and thirty degrees of the northern latitude and to the west as far as the South Seas and so southerly as far as the river Saint Matthias which bordereth upon the coast of Florida and within one and thirty degrees of northern latitude and so west in a direct line as far as the South Seas aforesaid Together with all and singular ports harbours bays rivers isles and islets belonging unto the country aforesaid And also all the soyle lands fields woods mountains farnes lakes rivers bays and islets situate or being within the bounds and limitts aforesaid with the fishing of all sorts of fish whales and sturgeons and all other roayal fishes in the sea bays islets and rivers within the premises and the fish therein taken And moreover all veins mines quarries as well discovered as not discovered of gold silver gems and pretious stones and all other whatsoever whether of stones mettalls or any other thing whatsoever found or to be found within the country isles and limitts aforesaid And also the parsonage and advowsons of all churches and chappells which as Christian religion should increase within the countreys isles islets and limitts aforesaid should happen thereafter to be erected together with lycense and power to build and found churches chappells and oratories in convenient and fit places within the said bounds and limitts and to cause them to be dedicated and consecrated according to the ecclesiastical laws of the kingdom of England together with all and singular the like and as ample rights jurisdictions privileges prerogatives royalties liberties immunities and franchises of what kind soever within the country isles islets and limitts aforesaid To have use exercise and enjoy and in as ample manner as any Bishop of Durham in the kingdom of England ever theretofore had held used or enjoyed or of right ought or could have use or enjoy And his said late Majesty did thereby for himselfe his heirs and successors make create and constitute the said Edward Earl of Clarendon George Duke of Albemarle William Lord Craven John Lord Berkley Anthony Lord Ashley Sir George Carteret Sir William Berkley and Sir John Colleton their heirs and assigns the true and absolute lords and proprietors of the country aforesaid and of all other the premises saving as therein is mentioned To have hold possesse and enjoy the said country isles islets and all other the premises to them the said Edward Earl of Clarendon George Duke of Albemarle William Lord Craven John Lord Berkley Anthony Lord Ashley Sir George Carteret Sir William Berkley and Sir John Colleton their heires and assigns for ever to be holden of his said late Majesty his heires and successors as of his mannor of East Greenwich in the county of Kent in free and common soccage and not in capite or by knights service And whereas his said late Majesty King Charles the Second by other letters patent under the great seale of England bearing date the thirtieth day of June in the seventeenth year of his reign recteing the letters patent herein first recited did grant unto the said Edward Earl of Clarendon George Duke of Albemarle William Lord Craven then Earl of Craven John Lord Berkley Anthony Lord Ashley Sir George Carteret Sir John Colleton and Sir William Berkley their heirs and assigns all that province territory or tract of ground situate lying and being within his said late Majesties dominions of America extending north and eastward as far as the north end of Carahuke river or gullet upon a straight westerly line to Wyonoake creeke which lies within or about the degrees of thirty-six and thirty minutes northern latitude and so west in a direct line as far as the South Seas and south and westward as far as the degrees of twenty-nine inclusive northern latitude and so west in a direct line as far as the South Seas together with all and singular ports harbours bays rivers and islets belonging unto the province or territory aforesaid And also all the soyl lands fields woods farnes lakes rivers bays and islets situate or being within the bounds or limitts last before mentioned with the fishing of all sorts of fish whales sturgeons and all other roayal fishes in the sea bays islets and rivers within the premises and the fish therein taken together with the roayalty of the sea upon the coast within the limitts aforesaid And all veins mines and quarries as well discovered as not discovered of gold silver gems and pretious stones and all other whatsoever be it of stones mettalls or any other things found or to be found within the province territory islets and limitts aforesaid And furthermore the patronages

and advowsons of all churches and chappells which as Christian religion should increase within the province territory isles and limitts aforesaid should happen then after to be erected together with license and power to build and found churches chappells and oratories in convenient places within the said bounds and limitts and to cause them to be dedicated and consecrated according to the ecclesiastical law of the kingdom of England Together with all and singular the like and as ample rights jurisdictions privileges prerogatives royalties liberties immunities and franchises of what kind soever within the territories islets islets and limitts aforesaid To have hold use exercise and enjoy the same as amply and fully and in as ample manner as any Bishop of Durham in the kingdom of England even then before had held used or enjoyed or of right ought or could have use or enjoy And his said late Majesty did thereby for himselfe his heires and successors make create constitute and appoint them the said Edward Earl of Clarendon George Duke of Albemarle William Earl of Craven John Lord Berkley Anthony Lord Ashley Sir George Carteret Sir John Colleton and Sir William Berkley their heires and assigns the true and absolute lords and proprietors of the said province or territory and of all other the premisses saving as therein is mentioned To have hold possess and enjoy the said province territory islets and all and singular other the premisses to them the said Edward Earl of Clarendon George Duke of Albemarle William Earl of Craven John Lord Berkley Anthony Lord Ashley Sir George Carteret Sir John Colleton and Sir William Berkley their heires and assigns for ever to be holden of his said Majesty his heires and successors as of his manner of East Greenwich aforesaid in free and common socage and not in capite or by knights service as in and by the said severall recited letters patents relation being thereunto had may appear And whereas the part share interest and estate of the said Edward late Earl of Clarendon of and in the provinces territories islets hereditaments and premisses in and by the said severall recited letters patents granted and comprised did come unto and vest in the said James Bertie in his own right and the part share interest and estate of the [said] George late Duke of Albemarle of and in the same premisses did come unto and vest in the said Henry Duke of Beaufort and in the said James Bertie and the said Dodington Greville trustees as aforesaid some or one of them and the part share interest and estate of the said William late Earl of Craven and in the same premisses did come unto and vest in the said William Lord Craven and the part share interest and estate of the said John late Lord Berkley of and in the same premisses did come unto and vest in the said Joseph Blake and the part share interest and estate of the said Anthony late Lord Ashley of and in the same premisses did come unto and vest in the said Archibald Hutcheson in trust for the said John Cotton and the part share interest and estate of the said late Sir John Colleton of and in the same premisses did come unto and vest in the said Sir John Colleton party hereunto and the part share interest and estate of the said Sir William Berkley of and in the same premisses did come unto and vest in the said Henry Bertie or in the said Mary Danson or in the said Elizabeth Moor some or one of them and the said Henry now Duke of Beaufort and the said James Bertie and Dodington Greville as trustees in manner aforesaid some or one of them were seized in fee of and in one full undivided eighth part the whole into eight equal parts to be divided of the premisses in and by the said recited letters patents granted and comprised And the said James Bertie in his own right was seized in fee of or some other estate of inheritance of and in one other full undivided eighth part and each of them the said William Lord Craven Joseph Blake Archibald Hutcheson as trustee for the said John Cotton Sir John Colleton and the said Henry Bertie Mary Danson and Elizabeth Moor some or one of them was or were respectively seized in fee of or some other estate of inheritance of and in one other full undivided eighth part of and in the said provinces territories islands hereditaments and premisses the remaining eighth part or share of and in the said provinces territories and premisses which formerly belonged to the said Sir George Carteret being now vested in the Right Honorable John Lord Carteret Baron of Hawnes His Majesty's Lieutenant General and General Governour of the kingdom of Ireland And whereas by a judgment or order of the House of Lords made the twenty-seventh day of March last past upon the appeal of the said Mary Danson widow of John Danson Esquire deceased from a decree of the high Court of Chancery made the seventh day of November one thousand seven hundred and twenty-one and from a subsequent order of the fifteenth day of January one thousand seven hundred and twenty-three It was ordered and adjudged that the said decree and subsequent order complained of in the said appeal should be reversed and it being offered on the part of the appellant to pay the respondent the said Henry Bertie the money that he paid for the purchase of the proprietorship in question in the said cause together with interest for the same It was thereby further ordered that the Court of Chancery should direct and cause an inquiry to be made what was the principal sume of such purchase money and from the time of payment thereof to compute interest for the same and on the appellants payment of what should be found due for such principal money and interest to the said Henry Bertie It was further ordered and adjudged that he should convey the said proprietorship to her and her heires And also that the respondent Elizabeth Moor should likewise by proper conveyances at the charges of the appellant convey all her right to the said proprietorship to the appellant and her heires AND WHEREAS since the making the said severall recited letters patents the lords proprietors of the provinces and territories aforesaid for the time being have made diverse grants and conveyances under their common seal of several offices relating to and of diverse parcells of land situate within the said provinces and territories to several persons under certaine quitt rents or other rents thereby respectively reserved and subject to severall conditions limitations or agreements for avoiding or determining the estates of the grantees therein mentioned some of which may have become forfeited and have also made diverse grants of several baronies and large tracts of land lying within the said provinces or territories unto and for the use and benefit of several of the said lords proprietors or those under whom they claime to be held and enjoyed by them and their heires in severall eight of which baronies so granted as aforesaid did vest in the said Henry now Duke of Beaufort or in the said James Bertie and Dodington Greville as trustees for the purposes aforesaid or in some or one of them eight other of the said baronies in the said William Lord Craven six other baronies in the present Sir John Colleton six other baronies in the said Archibald Hutcheson as trustees for the said John Cotton and six other baronies in the said Joseph Blake each of the said baronies containing or being mentioned or intended to contain twelve thousand acres of land or thereabouts except one of the said baronies which vested in the said William Lord Craven and contains or is mentioned to contain eleven thousand acres of land or thereabouts AND WHEREAS the said Henry now Duke of Beaufort William Lord Craven James Bertie Henry Bertie Sir John Colleton and Archibald Hutcheson trustee for the said John Cotton as aforesaid being six of the lords proprietors of the provinces and territories aforesaid did by their humble petition to his Majesty in counsell offer and propose to surrender to his said Majesty their said respective shares and interests not only of and in the said government royalties and franchises in and by the said recited letters patents granted but also all the right and property they then had in and to the soil in the aforesaid provinces or territories under the said severall recited letters patents or either of them And also did further propose to make an entire surrender to his Majesty of their right to all the lands which they then held under the said grants made to the said lords proprietors as aforesaid except only one barony belonging to the present Sir John Colleton which hath been settled and improved by his son And also all their right and interest in all lands granted and conveyed to other persons as aforesaid which by not being improved within the time limited in the said grants or conveyances or for any other reason would revert to them praying that in consideration of such surrender his Majesty would be pleased to direct and cause to be paid to each of them the said Henry Duke of Beaufort William Lord Craven James Bertie Henry Bertie Sir John Colleton and Archibald Hutcheson the sume of two thousand five hundred pounds apiece without any deduction AND WHEREAS Samuel Wragg of London merchant being duly authorized by letter of attorney under the hand and seal of the said Joseph Blake bearing date the eleventh day of July one thousand seven hundred and twenty eight did propose for and on the behalf of the said Joseph Blake to surrender and convey unto his Majesty his heires and successors all the estate right and interest of the said Joseph Blake in and to the premisses upon payment of the like sume of two thousand five hundred pounds to the said Joseph Blake without any deduction AND WHEREAS they the said Henry Duke of Beaufort William Lord Craven James Bertie Henry Bertie Sir John Colleton and Archibald Hutcheson trustee for the said John Cotton as aforesaid laid before a committee of the lords of his Majesties most honourable privy counsell an estimate of all the arrears of quitt rents and other rents and sume and sumes of money then due and owing to them and the said Joseph Blake and to the said John Lord Carteret which estimate as computed amounted to the sume of nine thousand five hundred pounds And they the said Henry Duke of Beaufort William Lord Craven James Bertie Henry Bertie Sir John Colleton and Archibald Hutcheson did likewise humbly propose that if his Majesty would please to allow the

sume of five thousand pounds for the said arrears (over and above the said severall sumes of two thousand five hundred pounds to be paid them respectively) they were willing to assign and make over to his Majesty their right and title to the said arrears and all other demands whatsoever which they then had or could have upon the farmers tenants or inhabitants of the provinces or territories aforesaid or any of them AND WHEREAS the said Samuel Wragg for or on the behalfe of the said Joseph Blake did propose to assigne to his Majesty all the right and interest of the said Joseph Blake in and to the said arrears and demands upon the terms aforesaid which proposals his Majesty was graciously pleased to accept and to agree to the same with such variations as are herein after mentioned AND WHEREAS by an act made and passed in the last session of this present Parliament intituled an act for establishing an agreement with seven of the lords proprietors of Carolina for the surrender of their title and interest in that province to his Majesty reciting to the effect herein before recited It was enacted that all those seven undivided eighth parts (the whole into eight equal parts or shares to be divided) and all other the part or share parts or shares interest and estates of the said Henry Duke of Beaufort William Lord Craven James Bertie Dodington Greville Henry Bertie Mary Danson and Elizabeth Moor, Sir John Colleton Archibald Hutcheson as trustee for the said John Cotton and Joseph Blake and each of them and in the aforesaid provinces or territories called Carolina And all and singular the royalties franchises lands tenements hereditaments and premises in and by the said several recited letters patent or either of them granted or mentioned or intended to be granted by his said late Majesty King Charles the second to the said Edward Earl of Clarendon George Duke of Albemarle William Earl of Craven John Lord Berkley Anthony Lord Ashley Sir George Carteret Sir John Colleton deceased and Sir William Berkley their heirs and assigns aforesaid with their and every of their rights members and appurtenances And also all such powers liberties authorities jurisdictions preeminences licenses and privileges as they the said Henry Duke of Beaufort William Lord Craven James Bertie Dodington Greville Henry Bertie Mary Danson and Elizabeth Moor the present Sir John Colleton the said Archibald Hutcheson as trustee for the said John Cotton and Joseph Blake every or any of them could or might have hold use exercise or enjoy by virtue of or under the said recited letters patent or either of them And also all and singular baronies tracts and parcells of land tenements and hereditaments which they the said Henry Duke of Beaufort William Lord Craven James Bertie Dodington Greville Henry Bertie Mary Danson and Elizabeth Moor the present Sir John Colleton the said Archibald Hutcheson as trustee for the said John Cotton and Joseph Blake any or either of them then was or were seized or possessed of or intituled to within the said provinces or territories (except all such tracts of land tenements and hereditaments as had been at any time before the first day of January one thousand seven hundred and twenty seven granted or conveyed by or comprized in any grants deeds instruments or conveyances under the common seal of the said lords proprietors either in England or in the provinces aforesaid And also except all such plantations and lauds as were then in the possession of the said Joseph Blake his undertakers or assigns by virtue of grants formerly made by the lords proprietors of the said provinces for the time being to other persons and since conveyed to or vested in the said Joseph Blake And also except all that barony and tract of land containing twelve thousand acres or thereabouts the possession whereof had some time before been delivered by the present Sir John Colleton unto Peter Colleton Esquire his second son And all that other barony or tract of land containing twelve thousand acres or thereabouts some time since conveyed by Sir John Tyrrell Barronet formerly owner of the said eighth part or share in the said act mentioned to belong to the said Archibald Hutcheson as trustee for the said John Cotton to William Wight Esquire and his heirs Provided that the afore mentioned exceptions or any of them should not include or extend to any lands comprised in any grant or grants made either in England or Carolina under the common seal of the lords proprietors for the time being which since the making of such grant or grants had become forfeited by virtue of any clauses contained therein or to any of the baronies before in the said act recited or mentioned to be then remaining and vested in the said Henry Duke of Beaufort and the said James Bertie and Dodington Greville as trustees some or one of them and in the said William Lord Craven the present Sir John Colleton and the said Archibald Hutcheson as trustee for the said John Cotton respectively nor to any rents services seignories or rights of escheat reserved upon or incident to any such grant or grants or any lands or estates thereby granted all such forfeited lands and all such rents seignories and rights of escheat reserved upon or incident to any such grant or grants or any lands or estates thereby granted And also the said baronies being intended by the said act to be vested in the persons and for the purposes therein after mentioned And the reversion and reversion remainders and remainders yearly and other rents issues and profits of the same parts or shares baronies lands tenements hereditaments and premises so as aforesaid proposed and agreed to be surrendered to his Majesty and of every part and parcell thereof and alsoe all the estate title interest trust property right of action right of entry claim and demand whatsoever of them the said Henry Duke of Beaufort William Lord Craven James Bertie Dodington Greville Henry Bertie Mary Danson and Elizabeth Moor the present Sir John Colleton Archibald Hutcheson John Cotton and Joseph Blake and of each of them of in unto and out of the same every or any part or parcell thereof by virtue of the said severall recited letters patent or either of them or of any grant assignment conveyance or assurance made under or by force of the same recited letters patent or either of them or otherwise howsoever should from and after the first day of June in the year of our Lord one thousand seven hundred and twenty nine be vested and settled and the same were thereby vested and settled in and upon the said Edward Bertie Samuel Horsley Henry Smith and Alexius Clayton and their heirs to the use of them their heirs and assigns freed and discharged and absolutely acquitted exempted and indemnified of and from all estates uses trusts entails reversion remainders limitations charges and incumbrances titles claims and demands whatsoever but nevertheless upon trust and to the intent that they the said Edward Bertie Samuel Horsley Henry Smith and Alexius Clayton and the survivors and survivor of them and the heirs of such survivor upon payment by his Majesty his heirs or successors to the said Edward Bertie Samuel Horsley Henry Smith and Alexius Clayton or to the survivors or survivor of them or the executors or admors of such survivor of the sume of seventeen thousand and five hundred pounds free and clear of all deductions on or before the twenty ninth day of September in the year of our Lord one thousand seven hundred and twenty nine should by deed indented and to be inrolled in his Majesty's high Court of Chancery surrender convey and assure unto his Majesty his heirs and successors all and singular the said seven eighth parts or shares (the whole into eight equal parts to be divided) and all other the parts or shares interests and estates of and in the aforesaid provinces or territories and all and singular the premises thereby vested in them and their heirs as aforesaid which said sume of seventeen thousand five hundred pounds they the said Edward Bertie Samuel Horsley Henry Smith and Alexius Clayton the survivors or survivor of them or the executors or administrators of such survivor should immediately after receipt thereof pay apply and dispose of in manner herein after mentioned (that is to say) the sume of two thousand five hundred pounds part thereof to the said James Bertie and Dodington Greville trustees as aforesaid or to the survivor of them or to the executors or administrators of such survivor two thousand five hundred pounds other part thereof to the said William Lord Craven his executors or administrators two thousand five hundred pounds other part thereof to the said James Bertie in his own right his executors or administrators two thousand five hundred pounds other part thereof unto such person or persons and in such shares and proportions as the same according to the tenor purport and true meaning of the said order or judgment of the House of Lords ought to be paid and applied two thousand five hundred pounds other part thereof to the said Sir John Colleton his executors or administrators two thousand five hundred pounds other part thereof to the said John Cotton his executors or administrators and two thousand five hundred pounds residue thereof to the said Samuel Wragg for the use of the said Joseph Blake or to the said Joseph Blake his executors or administrators And it was thereby further enacted that seven eighth parts (the whole into eight equal parts to be divided) of all and every the said arrears of quit rents and other rents sume and sumes of money debts duties accounts reckonings claims and demands whatsoever then due and owing to the said Henry Duke of Beaufort or to the said James Bertie and Dodington Greville trustees as aforesaid and to the said John Lord Carteret William Lord Craven James Bertie in his own right Henry Bertie Mary Danson and Elizabeth Moor Sir John Colleton Archibald Hutcheson John Cotton and Joseph Blake or any of them whether the same were more or less than was computed as aforesaid And all and every other parts and shares of the said Henry Duke of Beaufort James Bertie and Dodington Greville trustees as aforesaid William Lord Craven James Bertie in his own right Henry Bertie Mary Danson and Elizabeth Moor Sir John Colleton Archibald Hutcheson John Cotton and Joseph Blake or any of them or in the said arrears or which they or any of them their or any

of their heirs executors administrators or assigns then had or could or might have claime challenge or demand of or from the farmers tenants or inhabitants of the provinces or territories aforesaid or any part thereof or any of them should from and after the said first day of June in the year of our Lord one thousand seven hundred and twenty nine be vested in the said Edward Bertie Samuel Horsey Henry Smith and Alexius Clayton the survivors and survivor of them and the executors and administrators of such survivor upon trust and to the intent that they and the survivors or survivor of them or the executors or administrators of such survivor should upon payment by his Majesty his heirs or successors of the sume of five thousand pounds of lawful money of Great Britaine free and clear of all deductions on or before the twenty ninth day of September in the same year to the said Edward Bertie Samuel Horsey Henry Smith and Alexius Clayton the survivors or survivor of them or the executors or administrators of such survivor to be applied for the purposes and in the manner in the said act in that behalfe directed and appointed by deed indented and to be inrolled in the high Court of Chancery grant and assigne to his Majesty his heirs and successors the said seven eighth parts or shares (the whole into eight equal parts to be divided) And all other parts and shares of the said arrears thereby vested in them as aforesaid And it was thereby farther enacted that the receipt or receipts of the said Edward Bertie Samuel Horsey Henry Smith and Alexius Clayton or the survivors or survivor of them or of the executors or administrators of such survivor under their or his hands or hand respectively should be a sufficient discharge to his Majesty his heirs and successors of and for the said severall sumes of seventeen thousand five hundred pounds and five thousand pounds or so much thereof or of either of them as such receipt or receipts should be given for and that his Majesty his heirs and successors upon and after such receipt or receipts given as aforesaid should be absolutely acquitted and discharged of and from the same moneys and should not be answerable or accountable for any loss non-application or misapplication of the said money or any part thereof as in and by the said act of Parliament herein before recited relation being thereunto had may amongst other things more fully appeare Now this Indenture witnesseth that for and in consideration of the said sume of seventeen thousand five hundred pounds lawful money of Great Britaine to them the said Edward Bertie Samuel Horsey Henry Smith and Alexius Clayton by the King's most Excellent Majesty att or before the sealing and delivery of these presents well and truly paid to be by them the said Edward Bertie Samuel Horsey Henry Smith and Alexius Clayton paid distributed and applied pursuant to the directions in the said recited act of Parliament contained The receipt of which said sume of seventeen thousand five hundred pounds they the said Edward Bertie Samuel Horsey Henry Smith and Alexius Clayton do hereby respectively acknowledge and thereof and of every part thereof do and each of them doth acquit and discharge his said Majesty his heirs and successors by these presents They the said Edward Bertie Samuel Horsey Henry Smith and Alexius Clayton in pursuance of the trust in them reposed in and by the said recited act of Parliament have bargained sold and surrendered and by these presents do and each and every of them doth bargain sell and surrender And they the said Henry Duke of Beaufort William Lord Craven James Bertie Dodington Greville Henry Bertie Mary Danson Elizabeth Moor Sir John Colleton party to these presents Archibald Hutcheson John Cotton and Joseph Blake have ratified and confirmed and by these presents doe and every of them doth ratify and confirme unto his said Majesty his heirs and successors the said seven undivided eighth parts (the whole into eight equal parts to be divided) and all other the part or share parts or shares interests and estates in and by the said recited act of Parliament vested in them the said Edward Bertie Samuel Horsey Henry Smith and Alexius Clayton of and in the aforesaid provinces or territories called Carolina and of and in all and singular the royalties franchises lands tenements hereditaments and premisses in and by the said severall recited letters patent or either of them granted or mentioned to be granted by his said late Majesty King Charles the second to the said Edward Earl of Clarendon George Duke of Albemarle William Earl of Craven John Lord Berkeley Anthony Lord Ashley Sir George Carteret Sir John Colleton deceased and Sir William Berkeley their heirs and assigns as aforesaid with their and every of their rights members and appurtenances and also all powers liberties authorities jurisdictions preeminencies licenses and privileges and all and singular baronies tracts and parcells of land tenements hereditaments and premisses in and by the said recited act of Parliament vested in them the said Edward Bertie Samuel Horsey Henry Smith and Alexius Clayton and their heirs upon the trusts aforementioned with their and every of their appurtenances (except as in the said act is excepted) And all the estate right title interest trust property possession claim and demand whatsoever of them the said Edward Bertie Samuel Horsey Henry Smith and Alexius Clayton and of the said Henry Duke of Beaufort James Bertie Dodington Greville William Lord Craven Henry Bertie Mary Danson Elizabeth Moor Sir John Colleton party to these presents Archibald Hutcheson John Cotton and Joseph Blake every or any of them of in and to the same To have and to hold the said seven undivided eighth parts (the whole into eight equal parts to be divided) and all other the parts shares royalties franchises baronies lands tenements hereditaments and premisses hereby bargained sold and surrendered with their and every of their appurtenances (except as is before excepted) unto the King's most Excellent Majesty his heirs and successors to the use and behoofe of his said Majesty his heirs and successors for ever And this Indenture further witnesseth that for and in consideration of the sume of five thousand pounds of like lawful money of Great Britaine to them the said Edward Bertie Samuel Horsey Henry Smith and Alexius Clayton by his said Majesty att or before the sealing and delivery of these presents well and truly paid in full for the purchase of the arrears of quitt rents and other rents and sumes of money so proposed to be assigned to his Majesty as aforesaid to be by them the said Edward Bertie Samuel Horsey Henry Smith and Alexius Clayton paid applied and disposed of pursuant to the directions in the said recited act of Parliament contained the receipt of which said sume of five thousand pounds they the said Edward Bertie Samuel Horsey Henry Smith and Alexius Clayton do hereby respectively acknowledge and thereof and of every part thereof do and each of them doth acquit and discharge his said Majesty his heirs and successors executors and administrators by these presents they the said Edward Bertie Samuel Horsey Henry Smith and Alexius Clayton in pursuance of the trust in them reposed in and by the said recited act of Parliament have granted bargained and sold assigned transferred and sett over and by these presents do and each and every of them doth grant bargain and sell assigne transferr and sett over And they the said Henry Duke of Beaufort William Lord Craven James Bertie Dodington Greville Henry Bertie Mary Danson Elizabeth Moor Sir John Colleton party to these presents Archibald Hutcheson John Cotton and Joseph Blake have ratified and confirmed and by these presents doe and every of them doth ratify and confirme unto his said Majesty his heirs and successors the said seven eighth parts the whole into eight equal parts to be divided of all and every the arrears of quitt rents and other sumes of money debts duties accounts reckonings claims and demands whatsoever which at the time of making the said act were due and owing to them the said Henry Duke of Beaufort or to the said James Bertie and Dodington Greville trustees as aforesaid and to the said John Lord Carteret William Lord Craven James Bertie in his own right Henry Bertie Mary Danson and Elizabeth Moor Sir John Colleton party to these presents Archibald Hutcheson John Cotton and Joseph Blake or any of them whether the same be more or less than was computed as aforesaid and all and every the arrears parts and shares sumes of money and premisses in and by the said recited act vested or mentioned or intended to be vested in them the said Edward Bertie Samuel Horsey Henry Smith and Alexius Clayton in trust for the purposes aforesaid and all the right title interest trust property benefit advantage claim and demand whatsoever of them the said Edward Bertie Samuel Horsey Henry Smith and Alexius Clayton and of them the said Henry Duke of Beaufort James Bertie Dodington Greville William Lord Craven Henry Bertie Mary Danson Elizabeth Moor Sir John Colleton party to these presents Archibald Hutcheson John Cotton and Joseph Blake every or any of them of in and to the same To have hold receive and enjoy the same arrears sumes of money and premisses herein last before granted bargained and sold and assigned unto his said Majesty his heirs and successors to and for his and their own use and benefit And the said Edward Bertie for himselfe his heirs executors and administrators and every of them doth covenant and agree to and with his said Majesty his heirs and successors by these presents that he the said Edward Bertie hath not at any time heretofore made done or committed any act matter or thing whatsoever whereby the premisses hereby respectively granted bargained and sold surrendered and assigned as aforesaid or any part thereof is are or can or may be any ways charged or incumbered And the said Samuel Horsey for himselfe his heirs executors and administrators and every of them doth covenant and agree to and with his said Majesty his heirs and successors by these presents that he the said Samuel Horsey hath not att any time heretofore made done or committed any act matter or thing what-

soever whereby the premises hereby respectively granted bargained and sold surrendered and assigned as aforesaid or any part thereof is are or can or may be any ways charged or incumbered. And the said Henry Smith for himself his heirs executors and administrators and every of them doth covenant and agree to and with his said Majesty his heirs and successors by these presents that he the said Henry Smith hath not at any time heretofore made done or committed any act matter or thing whatsoever whereby the premises hereby respectively granted bargained and sold surrendered and assigned as aforesaid or any part thereof is are or can or may be any ways charged or incumbered. And the said Alexius Clayton for himself his heirs executors and administrators and every of them doth covenant and agree to and with his said Majesty his heirs and successors by these presents That he the said Alexius Clayton hath not at any time heretofore made done or committed any act matter or thing whatsoever whereby the premises hereby respectively granted bargained and sold surrendered and assigned as aforesaid or any part thereof is are or can or may be any ways charged or incumbered. And the said Dodington Greville for himself his heirs executors and administrators and every of them doth covenant and agree to and with his said Majesty his heirs and successors by these presents That he the said Dodington Greville hath not at any time heretofore made done or committed any act matter or thing whatsoever whereby the premises hereby respectively granted bargained and sold surrendered and assigned as aforesaid or any part thereof is are or can or may be any ways charged or incumbered. And the said Elizabeth Moor for herself her heirs executors and administrators and every of them doth covenant and agree to and with his said Majesty his heirs and successors by these presents That she the said Elizabeth Moor hath not at any time heretofore made done or committed any act matter or thing whatsoever whereby the premises hereby respectively granted bargained and sold surrendered and assigned as aforesaid or any part thereof is are or can or may be any ways charged or incumbered. And the said Archibald Hutcheson for himself his heirs executors and administrators and every of them doth covenant and agree to and with his said Majesty his heirs and successors by these presents That he the said Archibald Hutcheson hath not at any time heretofore made done or committed any act matter or thing whatsoever whereby the premises hereby respectively granted bargained and sold surrendered and assigned as aforesaid or any part thereof is are or can or may be any ways charged or incumbered. And the said Henry Duke of Beaufort do hereby for himself his heirs executors and administrators covenant promise grant and agree to and with our said Sovereign Lord the King his heirs and successors in manner and form following (that is to say) That our said Sovereign Lord the King his heirs and successors shall and may for ever hereafter peaceably and quietly have hold and enjoy all that part and share of and in the said provinces or territories and of and in all and singular the said royalties franchises lands tenements hereditaments and premisses in the said recited act mentioned to be then vested in the said Henry Duke of Beaufort or the said James Bertie and Dodington Greville trustees as aforesaid and also the said eight baronies in the said recited act mentioned to be then vested in the said Henry Duke of Beaufort or the said James Bertie and Dodington Greville trustees as aforesaid with the appurtenances without any lawfull lett suit trouble denyall disturbance or interruption of or by the said Henry Duke of Beaufort James Bertie Dodington Greville or Francis Clerk Esqs deceased or of or by any other person or persons lawfully claiming any estate right title trust or interest either in law or equity of in to or out of the same premisses or any part thereof from by under or in trust for the said Henry Duke of Beaufort James Bertie Dodington Greville Francis Clerke Henry Duke of Beaufort deceased Rebecca Lady Granville deceased John Lord Granville deceased John Earl of Bath deceased Christopher Duke of Albemarle deceased or George Duke of Albemarle deceased or any of them respectively and that free and clear of from and against all and all manner of former and other gifts grants bargaines sales surrenders leases mortgages joyntures dowers titles of dower uses trusts wills intayles statutes recognizances judgements extents and executions and of from and against all and singular other estates titles troubles charges and incumbrances whatsoever had made done committed occasioned or suffered by the said Henry Duke of Beaufort James Bertie Dodington Greville Francis Clerke deceased Henry Duke of Beaufort deceased Rebecca Lady Granville deceased John Lord Granville deceased John Earl of Bath deceased Christopher Duke of Albemarle deceased or the said George Duke of Albemarle deceased respectively or their respective heirs or assigns or by any other person or persons lawfully claiming or to claim from by or under or in trust for them respectively or by or with their or any of their means consent act privity or procurement. And the said William Lord Craven do hereby for himself his heirs executors and administrators covenant promise grant and agree to and with our said Sovereign Lord the King his heirs and successors in manner and form following (that is to say) that our said Sovereign Lord the King his heirs and successors shall and may forever hereafter peaceably and quietly have hold and enjoy all that part and share of and in the said provinces or territories and of and in all and singular the said royalties franchises lands tenements hereditaments and premisses in the said recited act mentioned to be then vested in the said William Lord Craven. And also the said eight baronies in the said recited act mentioned to be then vested in the said William Lord Craven with the appurtenances without any lawfull lett suit trouble denyall disturbance or interruption of or by the said William Lord Craven party to these presents or of or by any other person or persons lawfully claiming or to claim any estate right title trust or interest either in law or equity of in to or out of the same premisses or any part thereof from by under or in trust for the said William Lord Craven party to these presents William Lord Craven deceased Sir William Craven deceased or William Earl of Craven deceased or any of them respectively. And that free and clear of from and against all and all manner of former and other gifts grants bargaines sales surrenders leases mortgages joyntures dowers titles of dower uses trusts wills intayles statutes recognizances judgements extents and executions and of from and against all and singular other estates titles troubles charges and incumbrances whatsoever had made done committed occasioned or suffered by the said William Lord Craven party to these presents William Lord Craven deceased Sir William Craven deceased or William Earl of Craven deceased respectively or their respective heirs or assigns or by any other person or persons lawfully claiming or to claim from by under or in trust for them respectively or by or with their or any of their means consent act privity or procurement. And the said James Bertie do hereby for himself his heirs executors and administrators covenant promise grant and agree to and with our said Sovereign Lord the King his heirs and successors in manner and forme following (that is to say) that our said Sovereign Lord the King his heirs and successors shall and may for ever hereafter peaceably and quietly have hold and enjoy all that part and share of and in the said provinces or territories and of and in all and singular the said royalties franchises lands tenements hereditaments and premisses in the said recited act mentioned to be then vested in the said James Bertie without any lawfull lett suit trouble denyall disturbance or interruption of or by the said James Bertie or of or by any other person or persons lawfully claiming or to claim any estate right title trust or interest either in law or equity of in to or out of the same premisses or any part thereof from by or under or in trust for the said James Bertie or the said Edward Earl of Clarendon deceased or either of them respectively and that free and clear of from and against all and all manner of former and other gifts grants bargaines sales surrenders leases mortgages joyntures dowers titles of dower uses trusts wills intayles statutes recognizances judgements extents and executions and of from and against all and singular other estates titles troubles charges and incumbrances whatsoever had made done committed occasioned or suffered by the said James Bertie or Edward Earl of Clarendon deceased respectively or their respective heirs or assigns or by any other person or persons lawfully claiming or to claim from by under or in trust for them respectively or by or with their or any of their means consent act privity or procurement. And the said Mary Danson do hereby for herself her heirs executors and administrators covenant promise grant and agree to and with our said Sovereign Lord the King his heirs and successors in manner and form following (that is to say) That our said Sovereign Lord the King his heirs and successors shall and may for ever hereafter peaceably and quietly have hold and enjoy all that part and share of and in the said provinces or territories and of and in all and singular the said royalties franchises lands tenements hereditaments and premisses in the said recited act mentioned to be then vested in the said Henry Bertie Mary Danson or Elizabeth Moor some or one of them without any lawfull lett suit trouble

denyall disturbance or interruption of or by the said Mary Danson or of or by any other person or persons lawfully claiming or to claim any estate right title trust or interest either in law or equity of in to or out of the same premisses or any part thereof from by under or in trust for the said Mary Danson or the said Sir William Berkley deceased his heirs or assigns or any of them respectively And that free and clear of from and against all and all manner of former and other gifts grants bargaines sales surrenders leases mortgages joyntures dowers titles of dower uses trusts wills intayles statutes recognizances judgements extents and executions and of from and against all and singular other estates titles troubles charges and incumbrances whatsoever had made done committed occasioned or suffered or to be had made done committed occasioned or suffered by the said Mary Danson or the said Sir William Berkley deceased his heirs or assigns or any of them respectively or by any other person or persons lawfully claiming or to claim by or under or in trust for them respectively or by with their or any of their means consent act privy or procurement And the said Sir John Colleton party hereunto doth hereby for himself his heirs executors and administrators covenant promise grant and agree to and with our Sovereigne Lord the King his heirs and successors in manner and form following (that is to say) That our said Sovereigne Lord the King his heirs and successors shall and may for ever hereafter peaceably and quietly have hold and enjoy all that part and share of and in the said provinces or territories and of and in all and singular the said royalties franchises lands tenements hereditaments and premisses in the said recited act mentioned to be then vested in the said Sir John Colleton party to these presents And also the said six baronies in the said recited act mentioned to be then vested in the said Sir John Colleton party to these presents with the appurtenances without any lawfull lett suit trouble denyall disturbance or interruption of or by the said Sir John Colleton party to these presents or of or by any other person or persons lawfully claiming or to claim any estate right title trust or interest either in law or equity of in to or out of the same premisses or any part thereof from by under or in trust for the said Sir John Colleton deceased respectively and that free and clear of from and against all and all manner of former and other gifts grants bargaines sales surrenders leases mortgages joyntures dowers titles of dower uses trusts wills intayles statutes recognizances judgements extents and executions and of from and against all and singular other estates titles troubles charges and incumbrances whatsoever had made done committed occasioned or suffered by the said Sir John Colleton party to these presents or the said Sir John Colleton deceased respectively or their respective heirs or assigns or by any other person or persons lawfully claiming or to claim from by under or in trust for them respectively or by with their or any of their means consent act privy or procurement And the said John Cotton doth hereby for himself his heirs executors and administrators covenant promise grant and agree to and with our Sovereigne Lord the King his heirs and successors in manner and forme following (that is to say) That our said Sovereigne Lord the King his heirs and successors shall and may for ever hereafter peaceably and quietly have hold and enjoy all that part and share of and in the said provinces or territories and all and singular the royalties franchises lands tenements hereditaments and premisses in the said recited act mentioned to be then vested in the said Archibald Hutcheson in trust for the said John Cotton And alsoe the said six baronies in the said recited act mentioned to be then vested in the said Archibald Hutcheson as trustee for the said John Cotton with the appurtenances without any lawfull lett suit trouble denyall disturbance or interruption of or by the said John Cotton or of or by any other person or persons lawfully claiming or to claim any estate right title trust or interest either in law or equity of in to or out of the same premisses or any part thereof from by under or in trust for him or the said Anthony Lord Ashley deceased his heirs or assigns And that free and clear of from and against all and all manner of former and other gifts grants bargaines sales surrenders leases mortgages joyntures dowers titles of dower uses trusts wills intayles statutes recognizances judgements extents and executions and of from and against all and singular other estates titles troubles charges and incumbrances whatsoever had made done committed occasioned or suffered by the said John Cotton or the said Anthony Lord Ashley deceased his heirs or assigns or by any other person or persons lawfully claiming or to claime from by and under or in trust for him or them or by or with his or their means consent act privy or procurement And the said Joseph Blake doth hereby for himself his heirs executors and administrators covenant promise grant and agree to and with our said Sovereigne Lord the King his heirs and successors in manner and forme following (that is to say) That our said Sovereigne Lord the King his heirs and successors shall and may for ever hereafter peaceably and quietly have hold and enjoy all that part and share of and in the said provinces or territories and of and in all and singular the said royalties franchises lands tenem^{ts} hereditam^{ts} and premisses in the said recited act mentioned to be then vested in the said Joseph Blake And also the said six baronies in the said recited act mentioned to be then vested in the said Joseph Blake with the appurtenances without any lawfull lett suit trouble denyall disturbance or interruption of or by the said Joseph Blake or of or by any other person or persons lawfully claiming or to claim any estate right title trust or interest either in law or equity of into or out of the same premisses or any part thereof from by under or in trust for the said Joseph Blake or the said John Lord Berkley deceased his heirs or assigns or either of them respectively And that free and clear of from and against all and all manner of former and other gifts grants bargaines sales surrenders leases mortgages joyntures dowers titles of dower uses trusts wills intayles statutes recognizances judgments extents and executions and of from and against all and singular other estates titles troubles charges and incumbrances whatsoever had made done committed occasioned or suffered by the said Joseph Blake or the said John Lord Berkley deceased respectively or their respective heirs or assigns or by any other person or persons lawfully claiming or to claim from by under or in trust for them respectively or by with their or any of their means consent act privy or procurement And each of them the said Henry Duke of Beaufort William Lord Craven James Bertie Mary Danson Sir John Colleton John Cotton and Joseph Blake doth hereby for himself and herself his and her heirs executors and administrators severally and respectively and not the one for the other nor for the heirs executors or administrators of the other covenant promise and agree to and with our said Sovereigne Lord the King his heirs and successors in manner and form following (that is to say) That all the time of the passing the said recited act there was really and bona fide due and owing to them the said Henry Duke of Beaufort William Lord Craven James Bertie Dodington Greville Henrie Bertie Mary Danson Elizabeth Moor Sir John Colleton Archibald Hutcheson John Cotton and Joseph Blake or to some of them together with the said John Lord Carteret from the farmers tenants and inhabitants of the said provinces or territories or some of them for arreares of quitt rents and other rents duties and services as aforesaid the full sume of five thousand pounds and upwards Provided nevertheless and it is hereby declared and agreed by and between all and every the parties to these presents that the surrender hereby made or any clause matter or thing herein contained shall not in any sort alter change or prejudice the right of any of the parties hereto or of any other person or persons whatsoever to any office place or employment by or under any grant of grants thereof made before the first day of January one thousand seven hundred and twenty seven under the comon seale of the said lords proprietors either in England or in the provinces aforesaid

In witness whereof the said Edward Bertie Samuel Horsey Henry Smith Alexius Clayton Henry Duke of Beaufort James Bertie Dodington Greville William Lord Craven Joseph Blake by the said Samuel Wragg his Attorney Archibald Hutcheson John Cotton Sir John Colleton Henry Bertie Mary Danson and Elizabeth Moor have hereunto sett their hands and seals the day and year first above written

EDW. BERTIE
SAML. HORSEY
HENRY SMITH
ALEXIUS CLAYTON
BEAUFORT
JA. BERTIE
DOD. GREVILLE
CRAVEN

JOS. BLAKE
ARCH. HUTCHESON
JNO. COTTON
JOHN COLLETON
NIC. BERTIE
MARY DANSON
ELIZABETH MOORE

Received the day of the date of the within written indenture of our Sovereign Lord the Kings most excellent Majesty the severall summes of seventeen thousand five hundred pounds and five thousand pounds amounting in the whole to twenty-two thousand five hundred pounds being the consideration moneys within mentioned to be paid to us.

Witness our hands

EDW. BERTIE
SAML. HORSEY

HENRY SMITH
ALEXIOUS CLAYTON

Present PETER LEHEUP
NICH. PAXTON

WILLIAM MOORE

Sealed and delivered (being first duly stamped) by the within named Edward Bertie Samuel Horsey Henry Smith Alexious Clayton Henry Duke of Beaufort James Bertie Dodington Greville William Lord Craven Archibald Hutcheson John Cotton Sir John Colleton Henry Bertie Mary Danson Elizabeth Moore and by Samuel Wragg as attorney for Joseph Blake by virtue of a letter of attorney hereto annexed.

In the presence of PETER LEHEUP WILLIAM MOORE
NICH. PAXTON

Et memorandum quod vicesimo sexto die Julij anno suprascripti pefat Edrus Bertie Samuel Horsey Henricus Smith et Alexius Clayton vener coram dicto Dno Rege in Cane sua et recognover Indentur predicti ac omnia et singula in eadem content et spificat in forma suprascripti necnon indentur predicti impress fuit sedm tenorem statuti facti anno regni nup Regis et Regine Gulielmi et Marie Anglie &c sexto.

In vicesimo secundo die Octobris Anno predicto.

This is a true copy from the original record remaining in the Chapel of the Rolls, having been examined.

JOHN RIPLING.

BLAKE *At* } Know all men by these presents that I Joseph Blake of Berkley countey in the province of
et } South Carolina Esquire and one of the proprietors of the provinces of South and North Carolina
Wragg } have made ordained constituted authorized and appointed and by these presents do make
Lre of Attorney } ordaine constitute authorize and appoint Samuel Wragg of London merchant to be my true
(18) } and lawfull attorney for me and in my name and to my use to grant bargain sell and dispose
of all that my one eighth part of the provinces of South and North Carolina by whatsoever names
and descriptions the same be called or known together with all the arrears of quit rents due or to grow due there-
out, unto such person or persons as shall be minded to purchase the same in fee or otherwise for and upon such terms
and considerations and under such powers provisos limitations and agreements and by such deeds conveyances and
assurances in the law as to the said Samuel Wragg shall seem fit together with all and singular the rights jurisdic-
tions privileges prerogatives royalties liberties immunities and franchises whatsoever to the said provinces and
either of them belonging and in any wise appertaining in as full large ample and beneficial a manner to all intents
and purposes whatsoever as the same was granted to the original proprietors by his late Majesty King Charles the
Second by the two severall charters of his said Majesty King Charles bearing date respectively the four and twen-
tieth day of March in the fifteenth year of his said Majesty's reign and the thirtieth day of June in the seventeenth
year of his said Majesty's reign and either of them And I the said Joseph Blake doe and shall hereby ratifye and
confirm all and every such articles of agreement deeds writings conveyances and assurances in the law whatso-
ever which at any time hereafter shall be made by the said Samuel Wragg for or in my name to any person or per-
sons whatsoever for the absolute granting conveying and assuring of the said eighth part or share of the said pro-
vinces of North and South Carolina aforesaid and either of them and all and singular other the premisses with their
and every of their appurtenances Know ye further that I, the said Joseph Blake do hereby nominate constitute and
appoint the said Samuel Wragg to be my attorney for me and in my name and to my use to ask demand sue for
recover and receive of and from all and every person and persons whomsoever all and every sum and sums of mo-
ney whatsoever which have or shall be paid to any person or persons whatsoever for and towards the purchase of
the said premisses which shall belong or be coming to me the said Joseph Blake for my one eighth part interest and
share in the proprietorship of South and North Carolina aforesaid and upon receipt thereof acquaintances or other
discharges for me and in my name to make seal and execute and also for the better execution of the premisses
the person of me the said Joseph Blake before all Judges Justices Officers Ministers and Persons whatsoever to
represent and in all Courts of Judicature to appear and there on my behalfe to answer defend and reply unto all ac-
tions causes matters and things whatsoever relatinge to the premisses with full power to make and substitute one
or more attorneys under him the said Samuel Wragg and the same again at pleasure to revoke and generally to
say do transact determine accomplish and finish all matters and things whatsoever relatinge to the premisses as
fully amply and effectually to all intents and purposes whatsoever as if I the said Joseph Blake was personally
present and did the same or although the matter should require more authority than is herein comprised And lastly
I the said Joseph Blake do and shall at all times hereafter ratifye and confirm all and whatsoever the said Sam-
uel Wragg or his substitutes shall do or cause to be done in or about the premisses by virtue of these presents

In witness whereof I the said Joseph Blake have hereunto set my hand and seal the eleventh day of July in the second year of the reign of our Sovereign Lord George the second by the Grace of God of Great Britaine France and Ireland King Defender of the Faith &c Annoq: Dom: 1728

Sealed and delivered in the presence of us

W. HYDE
HEN. HARGRAVE

JOSEPH BLAKE

Et memorandum quod per mandat p'honobil viro Josephi Jekyll Mil Magro Rotulor in hec verba (8th Janry 1729 Let this instrument or writing be inrolled per salva custodia tantum J. Jekyll) Scriptum p'dict de verbo in verbum put prescribitur inofulaco in die et anno predict

SOUTH CAROLINA

By the Honorable ARTHUR MIDDLETON Esquire President and Commander-in-chief in and over his Majesties Province of South Carolina

Personally appeared before me William Hyde and Henry Hargrave the subscribing witnesses to the power of attorney hereunto annexed who being duly sworn on the Holy Evangelists of Almighty God declare they were present and did see Joseph Blake of Berkley county in this Province Esquire sign seal and as his act and deed deliver the power of attorney hereunto annexed for the uses therein mentioned and that their severall names subscribed thereto as witnesses are of the deponents hand writing respectively. And the said Joseph Blake at the same time before me acknowledged his executing the said power of attorney in manner above mentioned

Given in council at the request of the said Joseph Blake under my hand and the great seal of this his Majes-ty's province this eleventh day of July one thousand seven hundred and twenty-eight and in the second year of his Majesties reign

AR. MIDDLETON.

Certified per CHAR. HANT, Sec'y.

Et memorandum quod per mandat p^honobil viro Josephi Jekyll Mil Magro Rotulor in hec verba (8th January 1729 Let this instrument or writing be inrolled per salva custodia tantu J Jekyll) Scriptum p^dict de verbo in verbum put p^scribitur inotulaco in die et anno predict.

This is a true copy from the original record remaining in the Chapel of the Rolls, having been examined.

JOHN RIPLING.

[NOTE. In the foregoing instruments we have thought it advisable to print them *verbatim et litteratim*, together with the contractions in Latin, as given in the memorandum at the end of each instrument.]

H. No. 1.

Extract from the Commission to Robert Johnson, Esqr. Governor of Carolina.

DECEMBER 9th, 1729.

And we do likewise give and grant unto you full power and authority, by and with the advice and consent of our said council, to settle and agree with the inhabitants of our said province for such lands, tenements, and hereditaments, as now are or hereafter shall be in our power to dispose of, and them to grant to any person or persons upon such terms, and under such moderate quit rents, services, and acknowledgments, to be thereupon reserved unto us, as you, by the advice aforesaid, shall think fit; which said grants are to pass and to be sealed by our public seal of our said province, and being entered upon record by such officer or officers as are or shall be appointed thereunto, shall be good and effectual in law, against us, our heirs, and successors.

OFFICE FOR TRADE, WHITEHALL, 25th September, 1795.

I hereby certify that the above written paper is an extract from the commission to Robert Johnson, Esqr. Governor of Carolina, copied from the Carolina Entry, A. p. 265.

GEO. CHALMERS.

H. No. 2.

Extract from the Instructions to Robert Johnson, Esqr. Governor of South Carolina.

JUNE 10th, 1730.

Whereas great inconveniences have arisen in many of our colonies in America, from the granting excessive quantities of land to particular persons, which they have never cultivated, and have thereby prevented others more industrious from improving the same, more particularly in South Carolina, where several persons claim a right to many thousand acres which they have not yet taken up; you are hereby directed to recommend to the Assembly of our said province to pass an act or acts, whereby the owners of all lands already granted by the late lords proprietors, shall be obliged within a reasonable time to take possession of and cultivate the lands by them claimed, on penalty of forfeiture of such right of claim; and to prevent the like inconvenience for the future in all grants of lands to be made by you, by and with the advice and consent of our council, you are to take especial care that no grants be made to any person but in proportion to his ability to cultivate the same, and that proper clauses be inserted for vacating the said grants, on failure of cultivation or payment of the quit rents reserved thereon. And as the most probable measures for your judgment in this particular will be to proportion the quantity of land to the number of persons and slaves in each grantee's family, you are hereby directed not to grant to any person more than fifty acres for every white or black man, woman, or child, of which the grantee's family shall consist at the time the grant shall be made. But in the laying out of all lands for the future, where such lands shall be contiguous to rivers, you are to take care that not above one fourth part of the land granted shall border upon the river, that is to say, there shall be four chains in depth backwards to every chain in front upon the said river respectively, and so in proportion for any larger quantity; and that a free passage to and from the said river be reserved for the use of all His Majesty's subjects.

Whereas it has been found by long experience in our provinces of New Hampshire and Massachusetts Bay, that the settling of such persons as were disposed to become planters there in townships, hath redounded very much to their advantage, not only with respect to the assistance they have been able to afford each other in their civil concerns, but likewise with regard to the security they have thereby acquired against the insults and incursions of the neighboring Indians. We have thought it for our service, and you are hereby required to mark out and set apart eleven townships in our said province on the banks of rivers at sixty miles distance from Charlestown, that is to say,

- 2 townships upon the river *Altamaha*.
- 2 on the Savannah river.
- 1 on the head of Ponpon river.
- 2 on Santee river.
- 1 on Watry river.
- 1 on Black river.
- 1 on Pedee river.
- 1 on Wacomace river.

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It is our further will and pleasure that each of these townships do consist of twenty thousand acres of land, to be laid out in square plats of ground, one side thereof to front the respective rivers on which they shall be settled. In each of these townships you shall mark out a proper place for the situation of a town contiguous to the river where the township lies, to consist of so many lots, and each lot of such quantity of land as you shall judge convenient, and to each inhabitant at their first settling there, besides their respective town lots, you shall grant fifty acres, part of the above mentioned twenty thousand, for every man, woman, or child, of which the grantee's family shall consist; which grants shall be augmented from time to time, as the abilities of the respective inhabitants shall render them capable of cultivating more lands, always taking care to proportion the profitable and unprofitable land in each grant, and to mark the same out in such manner, that every grantee, by the situation of his land, may reap equal advantage of access to the river to which the township shall be contiguous; and to the intent that land near the said townships may not be wanting for the convenience of the inhabitants as their substance shall increase, no person except the inhabitants shall be allowed to take up any lands within six miles of the said townships respectively, to which the said townships shall be contiguous.

It is our further will and pleasure, that each of these townships, together with all the lands on the same side of the river lying within six miles of the said township, respectively, be erected into a distinct parish, and that, when any of the said intended parishes shall have one hundred householders, they be entitled to send two members to our assembly, and to enjoy all such other privileges as do of right and common usage belong to other parishes in our said province.

And as a further encouragement to such persons, as shall be disposed to settle in these townships, we are graciously pleased to allow the inhabitants thereof a right of common and herbage in and through all such lands contained within the extent of the said townships respectively, as shall not be taken up by particular grants made to the said inhabitants. And, that a quantity of land not exceeding three hundred acres, contiguous to the said town, shall be set apart for a common in perpetuity to each of the said towns, free from quit rent. And it is our will and pleasure that you do, with all convenient speed, lay out these townships, and that no person claiming a right to take up

land in South Carolina, by former grants from the late lords proprietors, be allowed to take up lands within six miles of these townships, by virtue of such grants.

And whereas, we have been informed that the number of white men in our said province bears too small a proportion to that of the blacks, which is not only a hindrance to the peopling and settling the same, but may be also of dangerous consequence from the attempts of an enemy, and even from an insurrection of the negroes. It is our will and pleasure, that you recommend, in the strongest terms to the assembly, that they pass an act giving suitable encouragement to all who shall import servants into the province, either men or women; and as an encouragement for white servants to go thither, we are graciously pleased to allow you to grant fifty acres of land, free of quit rent for ten years, to all white servants, men or women, who shall have served their masters the whole time of their agreement, and shall be willing afterwards to become planters or settlers in the said province.

And whereas, by our commission, you are empowered to settle and agree, by and with the advice and consent of our said council, with the inhabitants of our said province, for such lands, and tenements, and hereditaments, as now are, or hereafter shall be, in our power to dispose of, and them to grant to any person or persons, upon such terms, and under such moderate quit rents, services, and acknowledgments, to be thereupon reserved unto us, as you, by the advice aforesaid, shall think fit; it is nevertheless our will and pleasure, that you do not make any grants of land to any person whatsoever, under a less quit rent than four shillings proclamation money, for every hundred acres, except for the first ten years, to white servants, as mentioned in the foregoing article, and the like term for those who shall undertake to settle the eleven forementioned townships, or any of them.

OFFICE FOR TRADE, WHITEHALL, September 25th 1795.

I hereby certify, that the before written paper is an extract from the instructions to Robert Johnson, Esq. Governor of South Carolina, copied from the South Carolina Entry, A. p. 324.

GEO. CHALMERS.

C. No. 1.

Report to the Lords of the Committee of Council upon the petition of the Lord Percival, Edward Digby, George Carpenter, Esq. &c. about establishing a charitable colony in South Carolina.

DECEMBER 7th, 1730.

To the Right Honorable the Lords of the Committee of His Majesty's most honorable Privy Council.

MY LORDS:

Your lordships having been pleased to refer to us the petition of the Right Hon. the Lord Viscount Percival, the Hon. Edward Digby, the Hon. George Carpenter, James Ogleshorpe, Esq. and several others whose names are thereto subscribed, setting forth that the cities of London and Westminster, and the parts adjacent, do abound with great numbers of indigent persons who are reduced to such necessity, as to become burthensome to the public, and who would be willing to seek a livelihood in any of His Majesty's plantations in America, if they were provided with a passage and means of settling there; and humbly proposing to undertake the trouble and charge of transporting all such poor persons and families, provided they may obtain a grant of lands in South Carolina, for that purpose, together with such powers, as shall enable them to contract with persons inclinable to settle there, and to receive the charitable contributions and benefactions, of all such persons as are willing to encourage so good a design. We have considered the several particulars therein contained, and having discoursed with the petitioners thereupon, we have received certain proposals from them relating to the subject matter of their petition; whereupon we take leave to represent to your lordships—

That, as the petitioner's design appears to us to be a very laudable one in every respect, and may, if happily executed, produce many good effects to the public, we think it may deserve due encouragement, and are humbly of opinion, that it may be proper for His Majesty to grant them all reasonable powers for the promoting and carrying on so good a work, and therefore we would propose to your lordships

That His Majesty may be graciously pleased to incorporate the petitioners, according to the prayer of their petition, as a charitable society by the name of the Corporation for establishing Charitable Colonies in America, with perpetual succession.

That they may be empowered to purchase lands of inheritance in Great Britain, to the value of one thousand pounds per annum, and estates for lives or years; and goods and chattels to any value; and to receive and take by grant, gift, purchase, or otherwise, any lands in America, with power to make reasonable by-laws, not repugnant to the laws of Great Britain, for the government of their corporation; together with all other clauses, usual and necessary for such a corporation; and to give an annual account of all moneys or effects by them received, or expended for the carrying on this charity in the high court of chancery.

And, as a further encouragement to this design, we are of opinion, His Majesty may be graciously pleased to grant to the petitioners, and to their successors forever, all that tract of land in his province of South Carolina, lying between the rivers Savannah and Altamaha, to be bounded by the most navigable and largest branches of the Savannah, and the most southerly branch of the Altamaha, with the islands in the sea lying opposite to the said land, reserving to His Majesty, his heirs, and successors, a quit rent, at the rate of four shillings proclamation money, for every hundred acres contained in the said tract, which shall be leased or granted out by the corporation to their under tenants, or taken up, settled, or improved by them or their agents, the said quit-rent not to commence or be paid till ten years after such leases, settlements, takings up, or improvements respectively.

And that His Majesty may always be duly informed of what quantities of land are granted, taken up, settled, or improved by the said corporation, that a constant register shall be kept by their officers, of all such leases, grants, takings up, settlements, and improvements; and authentic transcripts thereof, annually transmitted to His Majesty's auditor of the plantations, or his deputy in South Carolina, and also to His Majesty's land surveyor in that province, reserving to the said surveyor in His Majesty's behalf, a right of inspecting the lands so leased, granted, taken up, improved or settled, to prevent any abuses with respect to the quit rents, hereby intended to be reserved upon such lands.

And whereas, it is the desire of the petitioners, that the tract of land, by them petitioned for, which is at present entirely uninhabited, except by some few Indian families, may be separated from the province of South Carolina, and be made a colony independent thereof with respect to their laws, government, and economy, both civil and military, save only in the command of their militia, which is to remain with His Majesty's Governor of South Carolina, for the time being. We are humbly of opinion, that His Majesty may be graciously pleased to indulge them in this particular likewise, saving always the dominion of the crown, and the dependence which every British colony ought to have upon His Majesty; and for this purpose, we would humbly propose, that the corporation may have the liberty, from time to time, to lay before His Majesty, lists of all such officers, both civil and military, as shall be thought necessary, by them, for the support, conduct, and government of their intended colony, and which are usually appointed by commissions from His Majesty, or from His Majesty's Governors in other colonies in America; and that, when His Majesty shall have approved of such officer by his order in council, the corporation may be empowered to give them commissions under their common seal.

And, as it will be necessary that there should be power of making laws for the government of this colony, we would propose that His Majesty may empower the corporation, from time to time, to prepare laws for that purpose, to be laid before the King in council, and if not disapproved by His Majesty in thirty days, that they may be sent over, and be in full force until the King shall think fit to signify his disallowance of them.

And as in process of time it is to be hoped this colony may prove a flourishing settlement, and thereby become sharers in the trade of South Carolina, it will be necessary that the person who superintends this settlement, although he should not act under the title of Governor, should, according to the act of the 7th and 8th of King William, not only be approved of by His Majesty, as has been before proposed, but also take the usual oath to observe the

acts of trade and navigation; for which purpose, it will be necessary that the usual instructions upon that head, which are given to the Governors in America, should likewise be given to him; and that the corporation do give constant accounts of all proceedings to this office that we may lay the same before His Majesty.

We are, my lords, your lordships' most obedient, and most humble servants,

WESTMORELAND.
P. DOCKMINIQUE.
T. PELHAM.
M. BLADEN.
A. CROFT.

WHITEHALL, December 17, 1730.

OFFICE FOR TRADE, WHITEHALL, 14th September, 1795.

I hereby certify that the before written paper is a report from the Board of Trade to the Lords of the committee of council for plantation affairs, copied from the South Carolina Entry, B. page 8.

GEO. CHALMERS.

C. No. 2.

A Report to the Lords of the Committee of Council, about settling a western boundary to the colony to be established in South Carolina by a charter for which the Lord Percival and others have petitioned.

WHITEHALL, December 22, 1731.

To the Right Honorable the Lords of the Committee of His Majesty's most honorable Privy Council.

MY LORDS:

In pursuance of your lordships' order of the 14th of this month, referring to us the following points, viz: the setting a western boundary to the colony to be established in South Carolina; by virtue of a charter petitioned for by the Lord Percival and others, and for ascertaining the distance of the islands upon the eastern shore from the continent: as likewise for fixing the number of acres proper to be granted to each person who shall settle there; we have been attended by some of the petitioners, and take leave to represent to your lordships:

That we think the western boundary of this new charter may extend as far as that described in the ancient patents granted by King Charles II. to the late lords proprietors of Carolina, whereby that province was allowed to extend westward in a direct line as far as the South seas.

With respect to the islands upon the eastern shore from the continent, we think this new charter may include such as lie opposite to, and within twenty leagues of, the coast between the rivers Savannah and Altamaha, which are not already inhabited or settled by any authority derived from the Crown, and, as to the quantity of land to be granted to each person who shall settle within the limits of this charter, we are humbly of opinion that the proprietors should be restrained from granting above five hundred acres to any one person.

We are, my lords, &c.

P. DORMINIQUE,
T. PELHAM.
OR. BRIDGEMAN.

OFFICE FOR TRADE, WHITEHALL, September 14, 1795.

I hereby certify that the before written paper is a report from the Board of Trade to the Lords of the Committee of Council for plantation affairs. Copied from South Carolina Entry, B. page 23.

GEO. CHALMERS.

C. No. 3.

From the Georgia charter in 1732.

Know ye, therefore, that we, greatly desiring the happy success of the said corporation, for their further encouragement in accomplishing so excellent a work, have, of our special grace, certain knowledge, and mere motion, given and granted, and by these presents for us, our heirs and successors, do give and grant to the said corporation and their successors, under the reservations, limitations, and declarations, hereafter expressed, seven undivided parts (the whole into eight equal parts to be divided) of all those lands, countries, and territories, situate, lying, and being, in that part of South Carolina, in America, which lies from the northern stream of a river there commonly called the Savannah, all along the seacoast to the southward, unto the most southern stream of a certain other great water or river called the Altamaha, and westward from the heads of the said rivers, respectively, in direct lines to the South Seas, and all that space, circuit, and precinct, of land lying within the said boundaries, with the islands in the sea, lying opposite to the eastern coast of the said islands, within twenty leagues of the same, which are not already inhabited or settled by any authority derived from the crown of Great Britain, together with all the soils, grounds, havens, ports, gulfs and bays, mines, as well as royal mines of gold and silver, as other minerals, precious stones, quarries, woods, rivers, waters, fishings, as well as royal fishings of whale and sturgeon, as other fishings, pearls, commodities; jurisdictions, royalties, franchises, privileges, and pre-eminences, within the said territories, and the precincts thereof, and thereunto, in any sort, belonging or appertaining, and which we, by our letters patent, may or can grant, and in as ample manner and sort as we, or any of our royal progenitors, have hitherto granted to any company, body politic or corporate, or to any adventurer or adventurers, undertaker or undertakers of any discoveries, plantations, or traffic of, in or into any foreign parts whatsoever, and in as large and ample manner as if the same were herein particularly mentioned and expressed.

OFFICE FOR TRADE, WHITEHALL, September 14, 1795.

I hereby certify that the before written paper is an extract from the Georgia charter, taken from the printed copy.

GEO. CHALMERS.

C. No. 4.

A state of the Province of Georgia, attested upon oath in the court of Savannah, November 10, 1740.

The province of Georgia lies from the most northern stream of the river Savannah, (the mouth of which is in the latitude of 32°) along the seacoast, to the most southern stream of the Altamaha, (the mouth of which is 30° 30') and westward from the heads of the said rivers, respectively, in direct lines to the South seas.

This province was part of South Carolina, but the eastern and southern parts of it inhabited by the Creek Indians: the northern by the Cherokees and Chickasaws; the western by the Choctaws; the Blewmouths and other Indian nations to the South sea. The Creek Indians, who always acknowledged the King of England for their sovereign, yet made war with the people of Carolina, to obtain satisfaction for injuries done by their peddling traders: the war was concluded by a peace which obliged the people of Carolina not to settle beyond the river Savannah; and no Englishman was settled within this district, that we know of, when the first colony of Georgia ar-

rived. The country was then all covered with woods. Mr. Oglethorpe agreed with the Indians, and purchased of them the limits mentioned in the treaty.

When the east part of the province of Georgia was taken possession of under the trustees' charter by Mr. Oglethorpe, according to the limits of the British dominions in America, forts were erected upon the extremities to keep up marks of possession; the strength and materials were of such a nature as the men he had with him could make, and sufficient for defence against any strength that could be brought against them by the neighboring Indians, or Spaniards in Florida.

OFFICE FOR TRADE, WHITEHALL, September 14, 1795.

I hereby certify that the before-written paper is an extract from a State of the province of Georgia, attested upon oath in the court of Savannah, copied from the printed journal of Wm. Stevens, which was published at London, in 1742. Vol 2.

GEO. CHALMERS.

D.

Additional Instructions to Robert Johnson, Esq. His Majesty's Captain General and Governor-in-chief in and over His Majesty's Province of South Carolina, in America, or to the Commander-in-chief of His Majesty's said Province, for the time being. Given, &c.

SEPTEMBER 6, 1732.

Whereas application hath been made to us by the humble petition of the trustees for establishing the colony of Georgia, in America, setting forth that the petitioners being incorporated by His Majesty's royal charter, bearing date the 9th day of June last, for settling a regular colony within the bounds of the province of South Carolina, they find it necessary, for carrying on the said service, that notice should be given of the said charter to the Governor of the said province, with a signification of our royal pleasure, that all due countenance and encouragement should be given for settling the said colony; and, therefore, most humbly praying that we would be pleased to give such instructions to the Governor of the said province as may be proper upon this occasion, and likewise a direction for registering the said charter in the records of the said province, from a copy to be annexed to the said instructions: we have been graciously pleased to condescend to the petitioners' request, and have thought fit, in His Majesty's name, hereby to will and require you to give all due countenance and encouragement for the settling of the said colony of Georgia, by being aiding and assisting to such of His Majesty's subjects as shall come into the said province of South Carolina for that purpose, according to His Majesty's gracious intentions declared in his royal charter aforementioned, a copy whereof is hereunto annexed; which we do, in His Majesty's name, hereby further require you to cause to be forthwith registered and entered upon record, and by the proper officer in His Majesty's said province of South Carolina.

OFFICE FOR TRADE, WHITEHALL, September 14, 1795.

I hereby certify that the before written paper is a copy of an additional instruction to Robert Johnson, Esq. Governor of South Carolina, copied from the South Carolina Entry, B.

GEO. CHALMERS.

E.

This indenture, made the — day of —, in the twenty — year of the reign of our Sovereign Lord George the Second, by the grace of God of Great Britain, France, and Ireland, King, Defender of the Faith, &c. and in the year of our Lord Christ one thousand seven hundred and fifty-two, between our said Sovereign Lord the King's most excellent Majesty, of the one part, and the trustees for establishing the colony of Georgia, in America, of the other part: Whereas, his said Most Excellent Majesty, by his letters patent under the great seal of Great Britain, bearing date at Westminster, the ninth day of June, in the fifth year of his reign, did (amongst divers other matters and things therein contained) for himself, his heirs, and successors, constitute and appoint John Lord Viscount Percival, of his kingdom of Ireland, Edward Digby, George Carpenter, James Oglethorpe, George Heathcote, Thomas Tower, Robert More, Robert Hucks, Roger Holland, William Sloper, Francis Eyles, John Laroche, James Vernon, William Belitha, Esquires, Stephen Hales, Master of Arts, John Burton, Bachelor of Divinity, Richard Bundy, Master of Arts, Arthur Bedford, Master of Arts, Samuel Smith, Master of Arts, Adam Anderson, and Thomas Coram, Gentlemen, and such others as should be elected in the manner therein mentioned, to be one body politic and corporate, by the name of the trustees for establishing the colony of Georgia, in America, with perpetual succession, with divers jurisdictions, powers, franchises, and privileges, therein expressed; and did also give and grant to the said corporation and their successors, under the reservations, limitations, and declarations, therein expressed, seven undivided parts (the whole into eight equal parts to be divided) of all those lands, countries and territories, situate, lying, and being in that part of South Carolina, in America, which lies from the most northern stream of a river there commonly called Savannah, all along the sea-coast to the southward unto the most southern stream of a certain other great water or river called the Altamaha, and westward from the heads of the said rivers, respectively, in direct lines to the South Seas; and all that space, circuit, and precinct of land, lying within the said boundaries, with the islands in the sea lying opposite to the eastern coast of the said lands, within twenty leagues of the same, which were not then already inhabited or settled by any authority derived from the crown of Great Britain, together with all the soils, grounds, havens, ports, gulfs, and bays, mines, as well royal mines of gold and silver as other minerals, precious stones, quarries, woods, rivers, waters, fishings, as well royal fishings of whale and sturgeon, as other fishings, pearls, commodities, jurisdictions, royalties, franchises, privileges, and pre-eminences, within the said territories and the precincts thereof, and thereunto in any sort belonging or appertaining, and which his said Majesty by his letters patent, might or could grant, and in as ample manner and sort as his said Majesty or any of his royal progenitors had then before granted to any company, body politic, or corporate, or to any adventurer or adventurers, undertaker, or undertakers, of any discoveries, plantations, or traffic, of, in, or into, any foreign parts whatsoever, and in as large and ample manner as if the same were therein particularly mentioned and expressed, to have, hold, possess, and enjoy, the said seven undivided parts (the whole into eight equal parts to be divided as aforesaid) of all and singular, the said lands, countries, and territories, with all and singular other the premises therein before by the said letters patent granted or mentioned, or intended to be granted to them, the said corporation, and their successors for ever, for the better support of the said colony: to be holden of his said Majesty, his heirs and successors, as of his honor of Hampton court, in his county of Middlesex, in fee and common soccage, and not in capite: yielding and paying therefore to his said Majesty, his heirs and successors, yearly for ever, the sum of four shillings for every hundred acres of the said lands which the said corporation should grant, demise, plant, or settle: the said payment not to commence or be made until ten years after such grant, demise, planting, or settling, and to be answered and paid to his said Majesty, his heirs and successors, in such manner, and in such species of money or notes as should be current in payment by proclamation from time to time in his said province of South Carolina: all which lands, countries, territories, and premises, thereby granted or mentioned, or intended to be granted, his said Majesty did, by the said letters patent, make, erect, and create, one independent and separate province, by the name of Georgia; and did, by the same letters patent, ordain, will, and establish, that for, and during the term of twenty-one years, to commence from the date of the said letters patent, the said corporation should and might form and prepare laws, statutes, and ordinances, fit and necessary for the government of the said colony, and not repugnant to the laws and statutes of England, and to present the same to his Majesty,

his heirs and successors, in their privy council, which being approved, should be from thenceforth in full force: and his said Majesty did, by the said letters patent, will and declare, that after the determination of the said term of twenty-one years, such form of government and method of making laws and ordinances for the better government of the said province of Georgia and the inhabitants thereof, should be established and observed within the same, as his said Majesty, his heirs, or successors, should thereafter ordain and appoint, and should be agreeable to law; and that from and after the determination of the said term, the Governor of the said province, and all officers, civil and military within the same, should from time to time be nominated and appointed by his said Majesty, his heirs and successors. And whereas by an indenture made the 28th day of February, in the year of our Lord one thousand seven hundred and thirty-two, and in the sixth year of his said Majesty's reign, between the Right Honorable John Lord Carteret, Baron of Hawnes, in the county of Bedford (now Earl Granville) of the one part, and the trustees for establishing the colony of Georgia, in America, of the other part, (reciting as therein is recited) for the considerations therein mentioned, he the said John Lord Carteret did give, grant, bargain, and sell, unto the said trustees for establishing the colony of Georgia, in America, and their successors, all that one undivided eighth part of or belonging to the said John Lord Carteret (the whole into eight equal parts to be divided) of and in all and singular the lands, countries, territories, and premises, before mentioned and described in the said in part recited letters patent, with the appurtenances, and all the part and share, estate, right, title, interest, use, trust, possession, property, claim, and demand whatsoever, both in law and equity, of him the said John Lord Carteret, of, in, and to, all and singular the said lands, countries, territories, and premises aforesaid, lying and being within the limits and boundaries in the above recited letters patent mentioned and described, with the appurtenances and every part and parcel thereof, together with all and singular royalties, rights of government, jurisdictions, privileges, prerogative rights, liberties, immunities, and franchises whatsoever, and of what kind soever, within the said territories and premises, to him the said John Lord Carteret belonging, or in any wise appertaining, and the reversion and reversions, remainder or remainders, rents, issues, and profits thereof; to have and to hold all and singular the said one undivided eighth part of all and singular the said lands, countries, and territories, and all and singular other the premises thereby granted, bargained, and sold, or mentioned or intended so to be, and every part and parcel thereof, with all and singular the appurtenances, unto the said trustees for establishing the colony of Georgia, in America, and their successors, upon the several trusts, and to and for the several intents and purposes, and subject to the several conditions, limitations, and declarations, in his said present Majesty's said letters patent specified and contained, and to and for no other use, intent, or purpose whatsoever, yielding and paying therefore to the said John Lord Carteret, and his heirs, yearly, for ever, the sum of six-pence for the eighth part of every one hundred acres of the said lands, which the said corporation should grant, demise, plant, or settle; the said payment not to commence or be made until ten years after such grant, demise, planting, or settling, and to be answered and paid unto the said John Lord Carteret, and his heirs, and in such manner and in such species of money or notes as should be current, in payment by proclamation from time to time, in the said province of South Carolina, as in and by the said recited letters patent and indenture (relation being thereunto respectively had) amongst diverse other matters and things therein contained, may more fully and at large appear. And whereas, the said trustees have, from their consideration of the present state and condition of the said province, and to the end that proper means may be provided for putting the Government thereof on a more sure foundation, proposed and agreed to make an absolute surrender and grant of the said province, and all the lands, territories, powers, and jurisdictions, to his said Majesty, in the manner herein after mentioned, which his said Majesty has been graciously pleased, by and with the advice of his privy council, to accept. Now this indenture witnesseth, that the said trustees for establishing the colony of Georgia, in America, for themselves and their successors, have, for the considerations and motives aforesaid, and for divers other good considerations them thereunto moving, granted, surrendered, and yielded up, and by these presents do, for themselves and their successors, grant, surrender, and yield up, unto his said most excellent Majesty, his heirs and successors, the said recited letters patent and their said corporation, and all right, title, and authority, to be or continue a corporate body, and all the powers of government, and all other powers, jurisdictions, franchises, preeminences, and privileges, therein and thereby granted or conveyed to them, and have granted, and do hereby grant, unto his said Majesty, his heirs and successors, all the said lands, countries, territories, and premises, as well the said one eighth part thereof granted, meant, or intended to be granted, by the said John Lord Carteret, to them as aforesaid, as also the said seven eighth parts thereof, granted, meant, or intended to be granted, as aforesaid, in and by his said Majesty's letters patent or charter above recited, together with all the soils, grounds, havens, ports, gulphs, and bays, mines, as well royal mines of gold and silver as other minerals, precious stones, quarries, woods, rivers, waters, fishings, as well royal fishings of whale and sturgeon as other fishings, pearls, commodities, jurisdictions, royalties, franchises, privileges, and preeminences, within the said territories and the precincts thereof, and thereunto in any sort belonging or appertaining, and all other the premises; and all rents, reversions, remainders, and other profits, reserved, due, or payable, or which may happen upon, or by virtue of, any demise or grant heretofore made of the premises, or any part thereof, and all their estate, right, title, interest, claim, or demand whatsoever, of, in, or to, the said premises, and every part thereof; to have and to hold all and singular the premises to his said Majesty, his heirs and successors, to the use of his said Majesty, his heirs and successors, subject nevertheless, and without prejudice, to all such grants, leases, contracts, estates, and interests, in law or equity, as have been heretofore lawfully made or granted by the said trustees for establishing the colony of Georgia, in America, or by any acting in authority under them in America, and which are now subsisting according to the said letters patent, which said surrender and grant his said most excellent Majesty hath accepted, and by these presents, for himself, his heirs and successors, doth accept. In witness whereof, to one part of this indenture remaining with the trustees for establishing the colony of Georgia, in America, his said most excellent Majesty has caused his Great Seal to be affixed, and to the other part thereof, remaining with his said Majesty, the said trustees, with the privy and by direction of the Common Council of the said Corporation, have caused their Common Seal to be affixed, the day and year above mentioned. Witness, &c.

OFFICE FOR TRADE, WHITEHALL, 14th September, 1795.

I hereby certify that the before written paper is a copy of the surrender of the Trustees of Georgia of their rights under the Georgia charter, copied from the Georgia Bundle, A. No. 3.

GEO: CHALMERS.

C. No. V.

AUGUST 6th, 1751.

George the Second, by the grace of God of Great Britain, France, and Ireland, King, Defender of the Faith, &c. to our trusty and well beloved John Reynolds, Esq. greeting: We, reposing especial trust and confidence in the prudence, courage, and loyalty of you, the said John Reynolds; of our especial grace, certain knowledge, and mere motion, have thought fit to constitute and appoint, and by these presents do constitute and appoint you, the said John Reynolds, to be our Captain General and Governor-in-chief, in and over our colony of Georgia, in America, lying from the most northern stream of a river there commonly called Savannah, all along the sea-coast to the southward unto the most southern stream of a certain other great water or river called the Altamaha, and westward from the heads of the said rivers, respectively, in straight lines to the South Seas, and of all that space, circuit, and precinct of lands lying within the said boundaries, with the islands in the sea lying opposite to the eastern coast of the said lands, within twenty leagues of the same.

OFFICE FOR TRADE, WHITEHALL, September 14th, 1795.

I hereby certify that the before written paper is an extract from the commission to Governor Reynolds, copied from the Georgia Entry, A. page 68.

GEORGE CHALMERS.

F. No. 1.

Extract of a letter from the Board of Trade to Governor Ellis.

APRIL 21st, 1758.

The settlement of Gray and his adherents, to the southward of the Altamaha, and their forming themselves into a civil community without the license, and in defiance of the authority of the Crown, appears to us to be a matter of a very extraordinary nature, and of a very dangerous tendency and operation; not only as it is subversive of all legal order and government, but as it lays the foundation of a dispute with the Crown of Spain upon questions of territorial claims, which, at all times, but especially in the present situation of this country, it was to be wished could be avoided. The preventing this man, by proper arguments and persuasions, from putting himself under the protection of the Spanish Government was certainly a very proper and prudent measure, but we cannot approve your having given him a license to settle at the river St. Mary's and trade with the Indians there, not only as that place (being greatly to the southward of the Altamaha) is not within your jurisdiction, but as it may be considered by the Spanish Governor of St. Augustine as an open declaration of the right of the Crown of Great Britain to those lands, and also as it seems to us to be a measure which counteracts every other prudent step you appear to have taken to remove the jealousies and suspicions he had entertained of your having secretly encouraged and supported the hostilities which the Creek Indians had committed in the settlements under his protection: for whatever other motives the Indians may have had for attacking the Spaniards, there is great ground to suspect that Gray may have had his views in instigating them to it.

The papers relative to this extraordinary proceeding of Mr. Gray and his adherents, which we have received from yourself and Governor Lyttleton, have been laid before His Majesty, and though we cannot yet inform you what steps His Majesty may direct to be taken upon it, yet we thought it proper that you should not remain ignorant of our sentiments with respect to your having given a license to Gray to settle at the river St. Mary's, which appeared to us inconsistent with the great prudence and discretion with which you seem to have acted in every other circumstance of this transaction.

OFFICE FOR TRADE, WHITEHALL, 24th September, 1795.

I hereby certify that the before written paper is an extract of a letter from the Board of Trade to Governor Ellis, copied from the Georgia Entry, B. page 33.

GEO. CHALMERS.

F. No. 2.

A letter to the right honorable William Pitt, one of His Majesty's principal Secretaries of State.

WHITEHALL, March 1st, 1758.

SIR:

We have lately received several letters and papers from William Henry Lyttleton, Esq. His Majesty's Governor of South Carolina, and from Henry Ellis, Esq. Lieutenant Governor of Georgia, giving an account of a settlement which certain of His Majesty's subjects, without any license or authority from His Majesty, or any acting under his authority, have made to the southward of the river Altamaha, which is the reputed southern boundary of the province of Georgia, and acquainting us with the conduct of the Spanish Governor at St. Augustine upon this occasion, and with their own proceedings with respect to the said settlers.

This extraordinary transaction appears to us to be of the greatest importance, not only as it is an open defiance of His Majesty's lawful authority, and may, by means of the influence which these people are represented to have with the neighboring Indians, be of very dangerous consequence to the colonies of Georgia and South Carolina; but also as it may disturb that peace and friendship which at present so happily subsists between His Majesty and the King of Spain, no limits having, as we apprehend, ever been finally settled between the two Crowns in this part of America. We therefore think it our duty to transmit to you the enclosed extracts and copies of the said letters and papers, which contain all the information we have received upon this subject, and to desire that you will be pleased to lay them before His Majesty for His Majesty's directions thereupon.

We are, sir, your most obedient and most humble servants,

DUNK. HALIFAX,
JAMES OSWALD,
T. PELHAM,
W. G. HAMILTON,
WM. SLOPER.

OFFICE FOR TRADE, WHITEHALL, 25th September, 1795.

I hereby certify that the before written paper is a copy of a letter from the Board of Trade to Mr. Secretary Pitt, copied from the South Carolina Entry, A. page 335.

GEO. CHALMERS.

F. No. 3.

Extract of a letter to William Henry Lyttleton, Esq. Governor of South Carolina, dated

APRIL 21st, 1758.

The settlement of Gray and his adherents to the southward of the Altamaha, and their forming themselves into a civil community, under the regulations of government, without the license, and in defiance of the authority of the Crown, appears to us to be a matter of a very extraordinary nature, and of a very dangerous tendency and operation, not only as it is subversive of all legal order and government, but as it may lay the foundation of a dispute with the Crown of Spain upon points of territorial claim, which at all times, but especially in the present situation of this country, it was to be wished could be avoided; as the matter appeared to us in this light, we thought it our duty to lay all the papers which we have received from you, as well as those received from Mr. Ellis, upon this subject, before His Majesty for his directions thereupon, and we have, in consequence thereof, received His Majesty's commands to report our opinion what orders it may be most advisable to give for effectually preventing the bad consequences to be apprehended from so irregular a proceeding.

OFFICE FOR TRADE, WHITEHALL, 24th September, 1795.

I hereby certify that the above written paper is an extract of a letter from the Board of Trade to Governor Lyttleton, copied from the South Carolina Entry, D. page 242.

GEO. CHALMERS.

F. No. 4.

SAVANNAH, IN GEORGIA, the 17th of October, 1761.

MY LORDS:

On the 1st instant, I had the honor to receive your lordships' commands, of the 28th of April, requiring me, from time to time, to give your lordships frequent and very full information of the state and condition of this pro-

vince, as well with respect to the administration of government and justice, as to the trade and commerce thereof; also, regularly and punctually to transmit the several papers required by His Majesty's instructions; all which I shall most carefully and diligently observe. I found the journals a little backward when I came here, but have given strict orders that they be immediately brought up, and shall take care that they are kept up for the future. I have already sent two copies of the bills passed on the 9th of June last. Also, the minutes of the Council, as an upper House, and of the Assembly, to that time.

Your lordships were likewise pleased to send me a set of queries for my speedy answer thereto, which I have now under consideration, and shall transmit my answer as speedily as the nature of the inquiry will admit of. I think it my duty to acquaint your lordships that it has very lately come to my knowledge that a set of people who some years ago settled themselves to the southward of the river Altamaha, at a place by them called New Hanover, and who were, in 1759, by His Majesty's command, and in his name, ordered to remove from thence, did only make a show or appearance of so doing, and immediately returned back to their settlements, where they have continued ever since, and yet are. By the best information I can get, these people, in the whole, amount to between seventy and eighty men, and are a mixture of runagates from the two Carolinas, Virginia, &c. &c. They are not settled together, but scattered about the country, and on lands at present not within my jurisdiction or authority. But I must beg leave to observe that, notwithstanding this nominal boundary by the King's charter to the trustees of the southernmost stream of the Altamaha, yet General Oglethorpe extended his settlements southward without any regard to that boundary, and many plantations were settled far beyond the Altamaha, and marks of possession held and the lands claimed quite to St. Juan's river. And there has been, and to this day is, by His late Majesty's order, a sergeant's guard kept at Fort William, near the south end of Cumberland island, by a detachment from His Majesty's independent companies in South Carolina, not under my direction or authority, but of the Governor of South Carolina.

The inlet from the sea at the south end of this island is called Amelia, and is at the mouth of the river St. Mary's. I believe fifty miles further south than where the New Hanover people are settled. I have acquainted Mr. Secretary Pitt with this matter, and also wrote to the Governor of Carolina on the subject, as I think it my duty to do to your lordships, and have the honor to be, with the highest esteem,

My lords, your lordships' most obliged and obedient servant,

J. A. WRIGHT.

OFFICE FOR TRADE, WHITEHALL, 25th September, 1795.

I hereby certify that the before written paper is a copy of a letter from Governor Wright to the Board of Trade, copied from the Georgia Bundle, E. No. 40.

GEO. CHALMERS.

G. No. 1.

To Thomas Boone, Esq. His Majesty's Captain General and Governor-in-chief in and over the province of South Carolina, and to all others to whom these presents shall come or may concern:

The protestation and caveat of James Wright, Esq. His Majesty's Captain General and Governor-in-chief in and over the province of Georgia, against any warrants being issued or attempts made to survey any lands to the southward of the river Altamaha, by pretence or color of any right or authority from or under the said Thomas Boone, as Governor of South Carolina, or from or under the said Thomas Boone and His Majesty's council in that province, and against any grant or grants being passed or signed by the said Thomas Boone, for any of the lands aforesaid, to any person or persons whatsoever, until His Majesty's royal will and pleasure shall be known concerning the same.

Whereas His late most gracious Majesty by letter from one of his principal Secretaries of State, dated the 10th day of June, 1758, was pleased to signify his commands to the Governor of the province of Georgia that he should immediately give orders, in His Majesty's name, to the inhabitants of a certain settlement to the southward of the river Altamaha, made without His Majesty's license or authority, and called by themselves New Hanover, to remove immediately from thence, and that the Governor should take all due care that no settlements whatever be made without leave of His Majesty or by his authority. - In the execution of which orders the Governor of Georgia was directed to act in concert with the Governor of Carolina, who had received His Majesty's commands to the same purpose.

And although the reasons which possibly induced His Majesty not to suffer his subjects to settle the aforesaid lands may now be thought not to subsist, because His Catholic Majesty, by the 19th preliminary article of peace, cedes to our most gracious Sovereign all that Spain possesses on the continent of North America, to the east or to the southeast of the river Mississippi; yet, as the ratification of the definitive treaty of peace between Great Britain and Spain, if it has taken effect, is not notified, it would be premature in any of His Majesty's Governors to proceed as though it actually was notified.

And, from the state and light in which these lands have been, for some years past, considered by His Majesty, to attempt to intermeddle therein, until His Majesty's royal will and pleasure be known, and his commands signified thereon, it is conceived, would be highly improper and contrary to His Majesty's intention.

Therefore, for preservation of the rights and claims of the province of Georgia, and to the premises aforementioned, against any extraordinary or injurious attempts of the said Governor and council of South Carolina, for the reasons herein before given, and many others transmitted to Great Britain to be laid before His Majesty, I, the said James Wright, as Governor of the province of Georgia aforesaid, do protest against all or any attempts whatsoever to survey any lands to the southward of the aforesaid river Altamaha, by pretence or color of any authority from or under the Governor or the Governor and Council of South Carolina; and do by these presents enter a caveat against any grant or grants being passed or signed by the Governor of South Carolina, for any of the lands aforesaid, to any person or persons whatsoever, until His Majesty's royal will and pleasure shall be known concerning the same; and in the most full and solemn manner protest and declare against all proceedings whatsoever that have already or may hereafter be had or done by the said Governor and Council in or about the disposal of the lands aforesaid, as expressly contrary to His Majesty's royal intention, and null and void.

And, that no person or persons may plead ignorance of this protestation and caveat, I so request and demand that it may be entered in the book of caveats against grants, usually kept in the Secretary's office in the province of South Carolina.

In testimony whereof, I have hereunto set my hand and seal at Savannah, in Georgia, the thirtieth day of March, in the year of our Lord one thousand seven hundred and sixty-three.

JAMES WRIGHT.

By His Excellency's command.

JOHN TALLEY, Deputy Secretary.

OFFICE FOR TRADE, WHITEHALL, September 14, 1795.

I hereby certify that the before written paper is a copy of Governor Wright's caveat and protest copied from the Georgia Bundle, E. No. 65.

GEORGE CHALMERS.

G. No. 2.

Letter to Thomas Boone, Esquire, Governor of South Carolina.

WHITEHALL, May 30, 1763.

SIR:

A report having prevailed that you had, with the concurrence of the members of His Majesty's councils in South Carolina, issued orders or warrants for surveying large tracts of land in that part of His Majesty's dominions in America which lies to the south of the river Altamaha, in order to pass grants of such lands, as being within your jurisdiction; and the truth of this report having been confirmed by the copy of a protest or caveat of the Governor of Georgia against making such surveys and grants, which has been communicated to us by the agent of that province, it is our indispensable duty to avail ourselves of the opportunity by a vessel now ready to depart for Charleston, of expressing to you our surprise and concern that you should have engaged in a measure of this nature so inconsistent with and prejudicial to His Majesty's interests and authority.

The making grants of any part of this country is certainly contrary to the spirit and intention of His late Majesty's orders for the removal of Gray and his adherents from the settlement of New Hanover, and must not only embarrass the execution of what general arrangements may be necessary in consequence of the cession of Florida, but will also interfere with those measures it may be reasonably supposed His Majesty will now pursue to extend the Government of Georgia, and thereby to remove those obstacles and difficulties which that well-regulated colony has so frequently and justly stated to arise out of the narrow limits to which it is confined.

We hope, however, that this letter will reach you time enough to prevent any grants passing in consequence of the surveys; and as to any equitable claims which those persons, in whose favor the surveys have been made, may have, in consequence of the expenses they have been at, such claims must remain for His Majesty's determination, upon a consideration of each particular case; but if it shall appear, as it has been suggested, that this measure has been calculated with a view to the particular benefit of those who advised and acted in it, such persons may be assured that any claims on their part will not only be discontinued, but that, as officers of the crown, their conduct will meet that censure and disapprobation it so justly merits.

We are, sir, your most obedient humble servants,

SHELBURNE,
EDWARD ELIOT,
JOHN YORKE,
GEORGE RICÉ.

OFFICE FOR TRADE, WHITEHALL, September 25, 1795.

I hereby certify that the before written paper is a copy of a letter from the Board of Trade to Thomas Boone, Esquire, Governor of South Carolina, copied from the South Carolina Entry, E.

GEORGE CHALMERS.

G. No. 3.

CHARLESTON, S. C. August 17, 1763.

MY LORDS:

I am excessively concerned to find by your lordship's letter of the 30th of May, which I had the honor to receive yesterday, that any part of my conduct should be deemed by your lordships inconsistent with, and prejudicial to His Majesty's interest and authority; it is the more afflicting to me, as it has been my invariable study to promote the one, and to assert the other. I receive, with the utmost deference, your lordships' reproof, and, though I shall not presume to enter into a justification of what your lordships are pleased to condemn, yet you will, I dare say, forgive me for stating the reasons which led me to offend so undesignedly, by granting warrants for land to the south of the Altamaha river.

By the second charter granted to the lords proprietors by Charles II. the limits of this province were extended southward as far as the latitude of 29°, no sort of alteration, that I know of, was ever made by the crown: for the grant of Georgia to a corporation was nothing more than a favor conferred upon a number, which His Majesty might have gratified an individual with; the boundaries of this corporation were fixed and ascertained, and neither at this time, nor when the King thought proper to take it under his immediate protection, did His Majesty, that ever I heard of, restrain the province of Carolina from exercising jurisdiction beyond the Georgia southern boundary. Some provinces in America are surrounded in a manner by others, and some of the greatest powers of the crown in one province are, by the King's commission, entrusted to Governors of others; besides this, my lords, the King has, and has had for many years, a post to the southward of the Altamaha river, garrisoned by detachments from this province. I am sensible, however, my lords, that, admitting the power to be in me to do what I am very sorry to have done, that I had acted willfully and knowingly against the spirit and intention of His late Majesty's order, I should have been, notwithstanding, highly blameable; but the Secretary of State's letter, for the removal of Gray and his adherents, I never saw—the journals of the Council were searched by my orders, and the clerk applied fruitlessly for a copy to Georgia, upon a supposition the one sent to that Government might be similar. Your lordships, I dare say, will not impute it to me as a crime, that I treated with disregard an insolent letter from a Governor, and a caveat in behalf of a province, which, from its vicinity to the lands in question, in prospect, perhaps, might be interested, but, upon this occasion, had no more right to interfere than the most distant colony, though it had the presumption, in this very caveat, to recite its rights and claims to lands which it is still to receive from His Majesty's mere grace and favor. But, my lords, if I had thought myself obliged to pay regard to the Georgia caveat, I could have collected from thence nothing, but that certain persons who had settled at New Hanover without His Majesty's license or authority, were, by the late King's orders, to be removed, and that no settlements were to be made without leave of His Majesty, or by his authority. It was, my lords, upon a presumption that this authority was vested in me, that I exerted it. It could not be exercised by the Georgia Governor, for he had not a shadow of right; and the settling without any authority at all was the reason, as I apprehended, of the New Hanover people being disposed. If those lands were not granted before, it was owing to the resolution taken here not to give umbrage to the Spaniards; but when war was declared that reason no longer subsisted, and warrants would then have been issued, could the surveys have been performed with security. The preliminaries gave this security: for I sent a copy to the Governor of St. Augustine, as well on this account, as to stop the depredations of their privateers. I was not so ignorant as to suppose these lands to be a part of the cessions intended by the preliminaries, though the author of the Georgia caveat seems to be of that opinion; but the post above mentioned, to the southward of the Altamaha, would determine, if nothing else would, to which crown the territory belonged. Before I took this step, my lords, I got all the information I could; I mentioned it more than once in Council; I desired their recollection of His Majesty's orders regarding Gray; and all the light it was possible for me to get, intended to place this intention of mine in an advantageous light to the crown, and a beneficial one to the province. The Council was unanimous in advising me to issue the warrants, nor have I the least reason to believe that on this, or any other occasion, they were biased in their counsel by any thing but a persuasion of the utility and propriety of the measures proposed or adopted. His Majesty's instructions were rigidly complied with, and every person's right made to appear before the grant passed. Long before your lordships' letter came to my hands, I had stopped issuing any more warrants, and I heartily hope that what has been done will not obstruct any arrangement whatever. If the grants passed by me should be declared void by His Majesty, any projected alterations may have their full force. Should they be confirmed, by the tenor of the grants the lands must be settled immediately, and as immediately will accrue an accession of revenue to the crown, of strength to whatever province His Majesty thinks proper to allot them, and of income in point of yearly taxes; it can be no disadvantage to any country to have foreign settlers when the present ones are not

cramped for room, as is the case of Georgia, in proportion to its numbers. But besides, my lords, by an observation taken, in consequence of my orders, of the mouth of St. Juan's river, there are thirty-eight miles of latitude, and an immense tract of country westward, of which I have not granted a foot, within the limits of our charter. I hope, my lords, after what I have said, that your lordships will rather look upon it as my misfortune than my fault that I have incurred your displeasure. It has been my ambition to deserve the marks of favor which the King has conferred upon me, and it is beyond measure painful to me to know from your lordships that I have not. But though I do, and shall, most respectfully submit to your lordships' censure of my conduct, yet I rely on your lordships' candor, that no suggestions will have weight against me without proof. If there is any man ignorant enough of my character, and yet wicked enough to impute an action of mine to a consideration of my interest, I hope, my lords, unless he proves his insinuations, that he will meet from your lordships that discountenance and abhorrence which I should richly deserve were they true. According to the pretensions which His Majesty is pleased to allow, I have a family right to eight or ten thousand acres of land; but neither in my own name, nor in that of any other person, have I ever got an acre. Grants to myself would have, of course, been void (though I am told the doctrine is not admitted) in Georgia, and I am too scrupulous in examining other people's claims not to have every indirect practice of mine own laid open. I have been Governor of this province above two years, with as many, or more, opportunities of benefiting myself than any of my predecessors ever had, had I chose to be as remiss in my duty as I have been strenuous in the practice of it; yet I never received twenty pounds, except from the King, and the lawful and established fees of office; these I have often remitted, and have discharged those of other officers, where poor settlers applying for lands have been unable to prosecute their grants. These circumstances to my own advantage could only have been extorted from me in vindication of myself, against any malevolence in which I suppose myself comprehended; but I beg your lordships to be persuaded that I would not, upon any account, have granted these lands, could I have supposed that, in the smallest degree, the granting them was blameable, or that I can be wilfully regardless of my duty to His Majesty or deference to your lordships.

I have the honor to be, my lords, your lordships' most obedient and most humble servant,

THOMAS BOONE.

The Right Honorable the LORDS of TRADE, &c.

OFFICE FOR TRADE, WHITEHALL, 25th September, 1795.

I hereby certify, that the before written paper is a copy of a letter from Thomas Boone, Esq. Governor of South Carolina, to the Lords of the Committee of Council for Trade, copied from the South Carolina Bundle, M. No. 76.

GEO. CHALMERS.

G. No. 4.

At a meeting of His Majesty's Commissioners for Trade and Plantations, 18th December, 1764.

Present: Earl of Hillsborough,
Mr. Jenyns,
Mr. Gascoyne,

Mr. Bacon,
Mr. Dyson.

The Secretary laid before the Board an account of lands granted to the southward of the Altamaha river by Governor Boone, and doqueted in the Auditor General's office.

Their lordships agreed to take the state of these grants into further consideration on Thursday next, and the Secretary was ordered to write to Governor Boone to desire his attendance.

DECEMBER 20th, 1764.

Their lordships took into further consideration the state of the grants of land made by the Governor of South Carolina in the territory to the south of the river Altamaha, and Governor Boone attending, was desired to inform the Board of the foundation of those grants, and how the same are reconcilable to his instructions; whereupon, he referred to a letter from himself to the Board, dated 17th August, 1763, containing a full state of this matter, which letter was read; and Mr. Boone, having been asked some further questions in respect to the survey of the lands, withdrew.

OFFICE FOR TRADE, WHITEHALL, 25th September, 1795.

I hereby certify, that the above written paper is a copy of the proceedings of the Board of Trade, copied from their Journal, 1764, page 509.

GEO. CHALMERS.

G. No. 5.

SAVANNAH, in Georgia, 20th April, 1763.

MY LORDS:

A matter which I conceive to be a very extraordinary procedure of the Governor of South Carolina, is the occasion of my troubling your lordships at this time. I was informed that Mr. Boone had come to a resolution to give grants for all the lands to the southward of the river Altamaha, towards St. Augustine, without limits; and although, my lords, I received this account in such a manner as to admit of little or no doubt of the truth of it, yet, as Mr. Boone had not thought proper to take any the least notice of it to me, and considering His Majesty's commands signified to the Governors of Georgia and Carolina on the 10th of June, 1758, relative to these very lands, and for a number of other obvious reasons, I could not think it possible for Mr. Boone to take such a step, and therefore desired Mr. Gray Elliott, one of His Majesty's council for this province, to go to Charleston to Mr. Boone on the occasion, and in case it should prove true, I furnished him with a protest and caveat to enter against their proceedings, a copy whereof your lordships have here enclosed; and on Mr. Elliott's return, it appeared that such a resolution was come to, and that on Tuesday, the 5th instant, warrants were actually issued for upwards of three hundred and forty-three thousand acres of land to several persons, inhabitants of South Carolina, in the whole not exceeding the number of two hundred persons. The reception my protest and caveat met with from Governor Boone will appear to your lordships from Mr. Elliott's attestation underneath it, and he could not get copies of the several orders for warrants, by which the particular quantities of land and persons' names would appear: but if the officers from whom these are to be had are not forbid to give them, (as the secretary was to receive the protest) I shall very speedily transmit an exact account to your lordships. But Mr. Elliott came to the knowledge of part, viz: that thirty-five thousand acres of land were ordered to four persons; sixteen thousand acres to one Howarth, on account of the estate of James Michie, deceased, eight thousand to Mr. Thomas Smith, sen. seven thousand five hundred acres to Stephen Bull, and three thousand five hundred acres to Mr. James Parsons, and that several other very large tracts had been ordered for other persons.

Your lordships will very well remember the frequent application from this province for an extension of our south boundary, a thing, my lords, absolutely necessary for making this colony opulent and considerable; and your lordships also well remember the reasons that I conceive prevented its being done, and which now, by the happy peace, do not subsist. And, my lords, when I was in daily expectation of receiving such orders from His Majesty as would effectually make the province considerable, and put it in a condition of being useful to the mother country, to receive almost its death wound or destruction by (what with great submission I conceive to be) an extraordinary stretch

of power by the Governor of Carolina, has occasioned a general discontent and dejection amongst the people. The pretence, my lords, for this measure is the charter to the proprietors of Carolina, which extends to the latitude of 29° inclusive, and which, my lords, takes in St. Augustine, Pensacola, and Mobile, and therefore Mr. Boone may just as well pretend a right to grant those places, as any spot of land to the southward of the river Altamaha; indeed the persons who have warrants may actually run out St. Augustine; for Mr. Elliott, who saw and read some of the warrants, says they are in general words without limitation or restriction, but to take up and survey *lands to the southward of the river Altamaha*; and it is humbly conceived that this charter, being purchased by the crown from the lords proprietors, could no longer continue to operate with respect to His Majesty, and who alone, from the time of that purchase, had and still has the right of declaring what shall or shall not be his province of Carolina, without any regard to the limits mentioned in the charter to the proprietors.

I say, my lords, this procedure has struck a general damp and dispirited the whole province. I have called this, my lords, the death or destruction of the province; for an extension of limits to the southward, if the lands were properly parcelled out and granted to people who would really cultivate and improve them, would draw some thousand inhabitants here; whereas, by this step taken in Carolina, great part of the lands, my lords, are ordered in very large tracts to some wealthy settlers in Carolina, who probably will never see it themselves, and some of whom, it is said, have already more lands in that province than they can cultivate or improve. This, my lords, is pretty well known on this side of the water; and who, having a great number of slaves, claim what they call their family right, that is, fifty acres of land for each slave, although it is highly probable that their ancestors have already had land for those very slaves, and it is well understood here that many of those persons, especially those who have the largest tracts, have no intention to remove there or settle them; but probably some years hence, when it begins to be valuable, will sell it, and in the mean time those vast tracts of land are to be waste and unimproved, as very great bodies yet do in Carolina; and if they should do any thing at all with these lands, it is expected it will only be by sending an overseer and a few negroes just to make a trifling settlement, seemingly to comply with the terms of the grant, or by way of taking possession. What I mention here, my lords, is not barely imaginary, but proceeds from a number of instances of the like kind in Carolina, and facts which are well known to every body in these parts, and what, my lords, it is pretty certain will be the consequence of these proceedings in Carolina if they are suffered to take effect. I speak with respect to the large tracts; for possibly some of those who have small tracts may remove and settle them. Your lordships will be pleased to observe, that no less than thirty-five thousand acres are ordered to four persons, so that your lordships see that if this procedure is not set aside by His Majesty, it will be the ruin of this province: for, my lords, thirty-five thousand acres of land, at four hundred acres to each family, would accommodate eighty-seven good substantial settlers, who would each of them bring a family of white people into the province, besides, perhaps, each as many, if not more negroes than the person in Carolina who holds eight thousand acres; and, as many of the grants to new settlers would not exceed two hundred and two hundred and fifty acres, your lordships see it might very probably accommodate one hundred and twenty or one hundred and thirty good settlers, instead of being held uncultivated and waste by four Carolina planters; and, my lords, this quantity of land was all ordered in one day, the first day on about two hundred petitions; and I am informed that the Surveyor General of Carolina, who is one of the Council, has said that it is expected double that number will apply the next land day, or in a short time. And, my lords, give me leave to mention another reason: your lordships will remember an intention, some time ago, to remove the seat of Government from Savannah, farther south; and although there might not be occasion for that, whilst the province remained confined to the river Altamaha, yet, with submission, my lords, it may be a very proper measure, when His Majesty shall be pleased to extend the province; and the best navigation, and most convenient place, in every respect, for trade and the seat of Government, is just where these great tracts of land are surveying for the people of Carolina. How, then, my lords, is this land to be come at, and what town can ever be settled with advantage in this part of the world, or supported, when three hundred and forty-three thousand acres of land, all around, is held by so few persons, and it is highly probable, waste and unimproved, and thirty-five thousand acres of it by only four persons? and this, as I have observed, is only the quantity already ordered, and as much more will be very speedily: possibly, by the time this reaches your lordships, a million of acres may be granted to persons now settled in Carolina, and the greatest part of which, it is expected, will continue to live there. Your lordships will be pleased to consider, how greatly this will affect His Majesty's service in the settlement of this frontier province; and how much it must be weakened and impeded by these vast tracts being held by such a handful of people, who live in another province. And this further ill effect it will have: for nobody will think of coming this way when they hear that the Carolinians have engrossed all the lands. And how contrary, my lords, does this step seem to be to His Majesty's royal intention. And your lordships will be pleased to observe, that those who have these very great tracts, or any of the persons who are to have these lands, have not one negro, or one shilling property on this side of Savannah river. I have had accounts, my lords, of many hundred families, I may say some thousand people, who were ready to come into this province, (chiefly from North Carolina,) as soon as it was extended, and I should be authorized to grant these very lands, all which will be prevented if these proceedings are suffered to take effect. I must beg leave, my lords, to mention another objection against these grants, which seems an equitable one, on the side of this province; Mr. Elliott informs me, that one Mr. Young, who has some negroes in Carolina, and also some in Georgia, petitioned for a tract of land for all his negroes; and on his saying that part of these negroes were in Georgia, he was refused lands for them, and told he should only have lands for such negroes as he had in Carolina, so that your lordships see the inhabitants of this province are totally excluded. This, my lords, seems to us here to be very unequitable, that the people of this province, who have borne the brunt and fatigue of settling a new colony, and who have encountered and struggled with innumerable difficulties and hardships, besides dangers from the savages, and during the war from the neighboring French and Spaniards, and who, by great industry and labor, have acquired a few negroes, and are in a capacity of settling out their children, or making other settlements for themselves; I say, my lords, it seems to them hard and unequitable, that they are not to have an inch of these lands, but that the whole, or most of the best, is to be swallowed up by strangers, who never contributed one farthing or one hour's fatigue or hardship towards the support of the province. And for these reasons, and many more that must occur, your lordships will see why I call it the death wound or destruction of Georgia. I have never yet, my lords, granted any lands but to people who actually undertook to settle and improve them forthwith, and only in moderate quantities; for, my lords, it is the number of inhabitants we want here: and although these lands may be annexed to Georgia, yet, if they are engrossed and held by the Carolinians, in the manner I have mentioned, it will nevertheless ruin the province; for, my lords, as I have already said, although some of those who have small tracts may probably remove there, and settle them, yet those who have large tracts, it is pretty certain have no such intention, and never will; and your lordships will observe, that no less than three hundred and forty-three thousand acres are ordered to less than two hundred persons, and which quantity alone would accommodate a thousand very good families and settlers, and such as are the sinews, wealth, and strength of an infant colony.

It might be impertinent in me to trouble your lordships any further on this subject, the consequence of which your lordships will see with so much more perspicuity and extension than I can. On the one hand, my lords, with great deference, it seems to be a considerable step towards the ruin of a very flourishing province. On the other, the advantage rather of a private nature; and this done (it is humbly conceived) contrary to His Majesty's royal intention, and at a time when, even in Charleston, it is the general opinion, and they daily expect to hear, that those lands are annexed to this province. All which is submitted to your lordships' consideration.

As His Majesty's commands relative to the settlers on these lands was signified in June, 1758, by the Secretary of State, therefore I have now wrote to the Secretary of State to the same purpose as I have done to your lordships, in which I hope I have not acted improperly, as my instructions are to correspond with the Secretary of State on all matters that come from that office, and as I conceive their proceedings in Carolina are in some measure contrary to those orders.

On the 7th instant I assented to twelve bills and an ordinance, which I have ordered to be copied, and as soon as they are ready shall transmit them to your lordships, with my observations on them.

I have the pleasure to acquaint your lordships that there is a very good prospect of a fine crop of silk this season.

And have the honor to be, with the utmost respect, my lords, &c.

J. A. WRIGHT

OFFICE FOR TRADE, WHITEHALL, *September 25th, 1795.*

I hereby certify that the before written paper is a copy of a letter from Governor Wright to the Board of Trade, copied from the Georgia Bundle, E. No. 66.

GEO. CHALMERS.

G. No. 6.

SAVANNAH, in Georgia, *May 6th, 1763.*

My LORDS:

On the 20th of April I did myself the honor of writing to your lordships on the subject of Governor Boone's granting warrants to survey the lands to the southward of the river Altamaha, in which letter, my lords, I mentioned, on the information of Mr. Gray Elliott, several large quantities of lands that had been ordered to some particular persons, amongst others that sixteen thousand acres had been ordered to one Howarth, on account of the estate of James Michie, deceased, but that I should transmit to your lordships a particular account if I could procure it from the offices; and by a letter I have just received from Charleston, I find that the person I directed to apply has not yet been able to get an authentic account of the lands ordered, and to what persons. I am informed that twenty-seven thousand two hundred and fifty acres were ordered to eleven persons, viz. to one Donnam, on account of Colonel Bee's estate, five thousand acres; to Lord William Campbell two thousand; to Charles Ogilvie, now in England, two thousand; to Henry Middleton three thousand; to one Stephens three thousand; to Henry Laurence three thousand; to William Hopton two thousand; to William Guering two thousand; and to David John Deas and one Vanderhout together, five thousand two hundred and fifty acres. But, my lords, until I can get proper certificates from the officers, it will be impossible for me to come at the exact truth and knowledge in this case. The same information that I received of those tracts being ordered, mentions that Mr. Gray Elliott was mistaken in the accounts he gave me, that sixteen thousand acres were ordered to Mr. Howarth, who, it is said, had only one thousand six hundred acres; but all the other parcels mentioned, I believe will appear to be right, at least, they are so, from the best information I am as yet able to come at. What I wrote your lordships relative to the lands ordered to Mr. Howarth, was on Mr. Elliott's information, whom I sent to Charleston on the occasion, and who still says that it was asserted to be so when he was there; but as I have heard from other hands that he is mistaken, and that Howarth has only one thousand six hundred acres, and as my duty and sole intention is only to state facts according to the best information I can get—and it would give me the greatest uneasiness to misrepresent any one circumstance—therefore take this first opportunity to rectify that matter, which does not now appear to be as Mr. Elliott was informed, and represented it to me.

On Tuesday last a great many more warrants were ordered to other persons for lands to the southward of the river Altamaha, to the amount of about one hundred and sixty thousand acres, as appears by their gazette; but it is not in my power to give you lordships any further particulars. I shall only add that those large grants will soon reach St. Augustine. Some, it is said, have already gone far up St. Juan's lake or river; and the Creek Indians are greatly alarmed at seeing a number of armed men surveying those lands and marking trees. They have sent runners all over the nation to assemble them together, and what the consequence may be I cannot yet say, but am apprehensive it may involve us in difficulties; for, my lords, there is a great difference between extending our settlements gradually and easily, and an appearance as though the whole country was to be swallowed up at once, and that by armed people, and this the Indians say is a confirmation of what the French have told them, that we should take all their lands from them, and drive them back, and extirpate them in time.

I have the honor to be, &c.

JAMES WRIGHT.

The Right Honorable LORDS OF TRADE.

OFFICE FOR TRADE, WHITEHALL, *September, 1795.*

I hereby certify that the before written paper is a copy of a letter from Governor Wright to the Board of Trade, copied from the Georgia Bundle, E. No. 69.

GEO. CHALMERS.

K. No. 1.

JUNE 8th, 1763.

Florida and that part of Louisiana to the eastward of the Mississippi, both which tracts are ceded to your Majesty by the late treaty, may be compared to Canada, in respect to extent of territory and the number of Indian tribes, with which they have immediate communication; but in other respects they seem entirely different; the number of settled inhabitants, either French or Spaniards, we apprehend, has never been considerable, and there is little probability, from the facility of their removal, that any of them will remain after the cessions are completed, though we are of opinion, as well from this circumstance of their paucity, as with a view to the immediate settlement of this country, that every expedient should be used to induce as many to remain as can be prevailed upon. The produce of Canada, with its trade, the navigation of the river St. Lawrence, with its communication to the great lakes of North America, are, from authentic information in these particulars, tolerably well understood; but we are sorry it is not in our power, either from any materials in our office, or from any other to be depended upon, to give your Majesty that certain information we could wish, either in regard to the coast, harbors, and rivers of Florida, or as to the variety of produce which there is the greatest probability may be raised in that extended country. We shall therefore content ourselves with suggesting at present, that, whenever a Government is established in this country, instructions should be given for surveying, with all possible accuracy, as well the seacoast and places fit for harbors, as the internal country and rivers, particularly of that part which lies between the great mountains and the Mississippi, of which there are not extant any charts or accounts on which we can depend, for which purpose it will be necessary that a proper number of able and skilful surveyors be appointed.

The great tract of seacoast from St. Augustine round Cape Florida, along the Gulf of Mexico, to the mouth of the Mississippi, makes it, we apprehend, indispensably necessary that this country should be divided into two distinct Governments, and for the present the chief residence of the Governor of the one should be at St. Augustine, with orders to give particular attention to Cape Florida, (as that cape commands the whole navigation from the bay of Mexico) the residence of the other at Pensacola, with particular instructions regarding the Mississippi, the free navigation of which ought, we apprehend, to be most accurately understood, not only in respect to that river being the future boundary between your Majesty's dominions and those of the French, but as this river, by its communication with the Ohio, the Illinois, &c. is of the utmost importance to all connexion with the Indian nations, and the only outlet to the great internal trade which may be carried on amongst them.

If it shall be thought proper to divide Florida into two distinct Governments, they may be distinguished by the names of East and West Florida, and may be bounded as follows:

East Florida to be bounded by the coast of the Atlantic sea from Cape Florida to the north entrance of St. John's river on the east, by a line drawn due west from the north entrance of St. John's river to the Chattahoochee, or Flint rivers on the north; and on the west and southwest by that part of the Gulf of Mexico, which extends from Cape Florida to the mouth of the Chattahoochee river, and from thence following the course of the said rivers to where the north line falls in.

West Florida to comprehend all the seacoast of the Gulf of Mexico, extending west from the Chattahoochee river, or Flint river towards the Mississippi as far as your Majesty's territories extend, and stretching up into the land as far as the 31° of north latitude, which, we humbly apprehend, is as far north as the settlements can be carried without interfering with lands claimed or occupied by the Indians.

By this plan of division, which is formed with a view to make the two colonies as distinct as possible, by establishing a natural line of separation between them, and by giving to each a due proportion of the natural advantages

and conveniences of commerce and navigation, a large tract of land lying between the north boundary line of East Florida, and the river Altamaha, the present south boundary of Georgia, which has hitherto been unoccupied as to any permanent settlement either by your Majesty's subjects or those of Spain, remains to be put under some proper establishment; and we think it cannot, in any respect, be better disposed of than by putting it under the jurisdiction and within the Government of Georgia; by this means the principal obstacles which have hitherto impeded the progress of that advantageous and well regulated colony will be removed, and its settlements extended to the great benefit and advantage of the mother country.

OFFICE FOR TRADE, WHITEHALL, *September 25th, 1795.*

I hereby certify that the before written paper is an extract of a representation of the Board of Trade, with regard to the peace of 1763, copied from Plantations General, M. page 248.

GEO. CHALMERS.

K. No. 2.

OCTOBER 4th, 1763.

GEORGE:

We, reposing especial trust and confidence in the prudence, courage, and loyalty, of you, the said James Grant, of our especial grace, certain knowledge, and mere motion, have thought fit to constitute and appoint you, the said James Grant, to be our Captain General and Governor-in-chief in and over our province of East Florida, in America, bounded to the westward by the Gulf of Mexico and the Appalachicola river; to the northward, by a line drawn from that part of the said river where the Chattahoochee, and Flint rivers meet, to the source of St. Mary's river, and by the course of the said river to the Atlantic Ocean; and to the eastward and southward by the Atlantic Ocean and the Gulf of Florida, including all islands within six leagues of the seacoast.

OFFICE FOR TRADE, WHITEHALL, *September 25, 1795.*

I hereby certify that the above written paper is an extract of the commission of Governor Grant, in and over the province of East Florida, copied from the East Florida Entry, A. page 6.

GEO. CHALMERS.

K. No. 3.

JULY 29, 1767.

GEORGE:

To our trusty and well beloved John Elliot, Esquire, greeting: Whereas we did, by our letters patent, under our great seal of Great Britain, bearing date at Westminster the twenty-first day of November, in the fourth year of our reign, constitute and appoint George Johnstone, Esq. Captain General and Governor-in-chief in and over our province of West Florida, in America, bounded, to the southward, by the Gulf of Mexico, including all islands within six leagues of the coast, from the river Appalachicola to lake Pontchartrain; to the westward, by the said lake, the lake Maurepas and the river Mississippi; to the northward, by a line drawn due east from that part of the river Mississippi which lies in thirty-one degrees north latitude, to the river Appalachicola or Chattahoochee; and to the eastward, by the said river.

OFFICE FOR TRADE, WHITEHALL, *25th September, 1795.*

I hereby certify that the above written paper is an extract of the commission of the Governor in and over the Province of West Florida, copied from the West Florida Entry, A. page 229.

GEORGE CHALMERS.

K. No. 4.

To the King's Most Excellent Majesty.

May it please your Majesty:

By your Majesty's royal proclamation of the 7th of October last, and your Majesty's commission to your Governor of West Florida, it is declared that the said province shall be bounded to the north by a line drawn due east from that part of the river Mississippi which lies in thirty-one degrees north latitude, to the river Appalachicola; but it is our duty to represent to your Majesty, that we are informed by your Majesty's Governor, that it appears from observations and surveys made since the said province has been in your Majesty's possession, that there are not only very considerable settlements upon the east bank of the Mississippi, above that line, but also that the town and settlement of Mobile itself is some miles to the north of it; and, therefore, we humbly beg leave to propose, that an instrument may pass under the great seal (in like manner as was directed in the case of the extension of the south boundary of Georgia) declaring that the province of West Florida shall be bounded to the north, by a line drawn from the mouth of the river Yazoo, where it unites with the Mississippi, due east to the river Appalachicola, by which we humbly conceive every material settlement, depending upon West Florida, will be comprehended within the limits of that Government.

Which is most humbly submitted.

HILLSBOROUGH,
SOAME JENYNS,
ED. ELIOT,
GEO. RICE,
ORWELL,
BAM. GASCOYNE.

WHITEHALL, *March 23, 1764.*

OFFICE FOR TRADE, WHITEHALL, *25th September, 1795.*

I hereby certify that the before written paper is a representation to the King for enlarging the boundaries of West Florida, copied from the West Florida Entry, A. page 165.

GEORGE CHALMERS.

I. No. 1.

To the King's Most Excellent Majesty.

May it please your Majesty:

We have had under our consideration an act passed in your Majesty's colony of Georgia, in March, 1765, entitled

"An act for the better strengthening and settling this province, by compelling the several persons who claim to hold lands within the same, under any grant or grants from His Majesty, witnessed by the Governor of South Carolina, to bring or send into this province a number of white persons or negroes, in proportion to the lands they claim to hold, agreeably to His Majesty's royal instructions for granting lands, and to cultivate and improve the same; and for the better ascertaining the said several tracts of lands, by regulating the surveys, and marking the lines thereof, and recording the several plots, in the Surveyor General's office; also, for registering and docketing such grants in the other proper offices in this province."

It will be necessary, before we enter into a consideration of the particular provisions of this act, briefly to state to your Majesty the occasion and ground upon which it has been enacted.

The cession made to your Majesty, by the treaty of Paris, of all the territories possessed by Spain on the continent of North America, having put an end to the disputes concerning the title to those lands which lay to the south

of the Altamaha river, and which, pending such dispute, had never been occupied and settled by either nation, the consideration of what might be expedient to be done, in respect to these lands, necessarily fell under the attention of Government; and it being the opinion of your Majesty's ministers, that all the territories to the south of the river St. Mary should be erected into a separate government, under the name of East Florida, and that all the lands between that river and the river Altamaha to the north should be annexed to the colony of Georgia, which, before, was bounded to the south by the last mentioned river, this arraignment was notified by your Majesty's proclamation of the 7th of October, 1763. Previous, however, to this signification of your Majesty's will and pleasure, as to the disposition of these lands, your Majesty's Governor of the province of South Carolina thought fit, upon the ground that they lay within the limits of South Carolina, according to the charters of King Charles the Second, to pass patents for a considerable part of them, to many of the opulent planters in the settled part of that province, upon the terms and conditions prescribed in your Majesty's royal instructions to the said Governor.

This measure, taken by your Majesty's Governor of South Carolina, was soon followed by complaints on the part of your Majesty's Governor of Georgia, not only of the irregularity of the measure itself, but also that the surveys, in consequence thereof, had been slightly and incorrectly made, and that in respect to the greatest part of the lands, no steps had been taken, or were likely to be taken, for a proper cultivation of them.

Upon the ground of these representations, and upon a consideration of all the circumstances which accompanied this transaction, this Board thought fit to signify to the Governor of Georgia, in general terms, that they would readily concur in any law that should be enacted there for obliging the grantees of those lands to cultivate them according to the conditions of their grants, adopting, upon this occasion, a measure which appeared to them not only just and necessary in itself, but strictly agreeable to former precedents.

In consequence of this signification, the law now in question was passed, with a clause suspending its execution until your Majesty's royal will and pleasure should be known.

We need not, upon this occasion, enter into any consideration of such parts of this law as appear, by implication, to draw into question either the propriety of the measure taken by your Majesty's Governor of South Carolina, or the validity of the grants themselves, but shall confine our observations to the enacting clauses of the act itself, and the objection stated to the particular provisions of it by Mr. Dunning, who appeared before us as counsel on the occasion for the grantees, whose interest are to be affected by this law.

The principal objections were, that this act not only prescribes other terms and conditions than those upon which the lands were granted conformably to your Majesty's instructions to the Governor of South Carolina, but also in the manner of ascertaining the proof of those requisites, leaves it entirely to the discretion of the Governor and Council to decide what that proof shall be; and further, does limit the time of adducing such proofs to six months from the receipt and notification in the gazette there of your Majesty's confirmation of the act, without any exception in the case of infants, insane persons, or those under other natural disabilities; which exceptions, by the strict rules of law, ought to be provided for in every case of this nature.

These objections do appear to us so essentially to vitiate this act, that we cannot recommend it to your Majesty to confirm it.

At the same time we think it our duty to represent to your Majesty that, as there is the greatest reason to believe, as well from the letters we have received from your Majesty's Governor of Georgia, as from what has been laid before us by his agent, who appeared in support of the act, that not only the surveys made under the warrant of the Governor of South Carolina have been incorrect, but also that few, if any, of the grantees have taken any steps for the due and proper settlement and cultivation of the lands, and none have paid the quit-rents due to your Majesty, according to the terms of their grants. We do entirely agree in opinion with our predecessors in office, that it is both just and necessary that some effectual means ought to be taken to correct an abuse of this nature, operating to the prejudice, as well of the public interest, as of your Majesty's revenue; and, therefore, we humbly beg leave to propose, that your Majesty's Governor of South Carolina be instructed to give positive directions to the proper officers in that colony forthwith to prepare transcripts, duly authenticated, of all the patents granted under the seal of that province for lands to the southward of the river Altamaha, and also of all orders, warrants, and proceedings thereupon, and to transmit the same, with all convenient despatch, to the Governor of your Majesty's province of Georgia.

That your Majesty's Governor of Georgia should be instructed to cause such transcripts, when received by him, to be entered upon record in all the proper offices in that colony.

That if the said Governor shall, upon an examination of these documents, or from any other evidence or information, have reason to think that there have been any frauds or abuses in the survey of these lands, he do forthwith issue a warrant to the Surveyor General of lands in the province of Georgia, to cause a resurvey to be made thereof, in the presence of the grantees, or of such persons as they shall appoint within a reasonable time for that purpose. And in case it shall be discovered upon such resurvey that a greater number of acres has been taken in than are expressed in the original grant, that the said Governor do forthwith grant such surplus to such other persons as shall apply for the same, upon the terms and conditions prescribed by your Majesty's instructions to the said Governor.

That the said Governor be further instructed to recommend to the Council and Assembly of the province of Georgia, to pass an act for establishing a method of enforcing the cultivation of lands, causing an inquest to be held, on the oaths of a jury of twelve men, before a commissioner of escheats and forfeitures, to be appointed by the said Governor for that purpose, and enacting that all lands which, upon a return of such inquest into the office of Register of the Court of Chancery, shall appear not to have been duly cultivated according to the terms and conditions of the grant, be vested in your Majesty, your heirs and successors, without any further or other process.

Which is most humbly submitted.

CLARE.
SOAME JENYNS.
WM. FITZHERBERT.
THO. ROBINSON.

WHITEHALL, May 26th, 1767.

OFFICE FOR TRADE, WHITEHALL, 25th September, 1795.

I hereby certify that the before written paper is a representation to the King of the Board of Trade, on an act of Assembly of Georgia, with regard to the settlement of the lands on the southward of the river Altamaha, copied from the Georgia Entry, C. page 311.

GEO. CHALMERS.

I. No. 2.

Additional instruction to our trusty and well beloved Charles Greville Montagu, Esquire, commonly called Lord Charles Greville Montagu, our Captain General and Governor-in-chief of our Province of South Carolina, in America. Given at our court at St. James's, the — day of —, in the seventh year of our reign.

It is our will and pleasure, and you are hereby directed and required, forthwith upon the receipt hereof, to give positive orders to the proper officers in our province of South Carolina, forthwith to prepare transcripts, duly authenticated, of all the patents granted under the seal of that our province, for lands to the southward of the river Altamaha, and also of all orders, warrants, and proceedings thereupon; and to transmit the same, with all convenient despatch, to the Governor or Commander-in-chief of our Province of Georgia for the time being, that they may be entered upon record in the proper offices in that province.

OFFICE FOR TRADE, WHITEHALL, 25th September, 1795.

I hereby certify that the above written paper is a copy of an additional instruction to Charles Greville Montagu, Esquire, Governor of South Carolina, copied from South Carolina Entry, E. page 374.

GEO. CHALMERS.

M.

The Definitive Treaty of Peace between South Carolina and Georgia on the one part, and the Cherokee Nation on the other, convened at Dewit's Corner, in South Carolina, the 20th day of May, in the year of our Lord 1777, and in the first year of the independence of America.

Be it known unto all persons to whom these presents may or shall in any manner belong:

The King of Great Britain, in the prosecution of his unjust design to enslave America, regardless of the means through his ministers, officers, and superintendents, by false representations having deceived the Cherokee nation, and persuaded them to massacre indiscriminately, according to their custom in war, the men, women, and children, inhabitants of the western frontier of South Carolina and other States, at the time, last summer, when his forces invaded that State from the sea; and then, having abandoned his Cherokee allies, whom he had deceived, urged, and persuaded into the war, to the just resentment of the people: thus, at the same time, suddenly and unexpectedly, attacked on the seacoast and opposite frontier. It has pleased the Master of Breath so to direct the progress of the war, and the inclination of the contracting parties, that, at the conclusion of the last summer, they were disposed to extend mercy and to do justice. And the Cherokee nation having, during the course of the last winter, sent deputies to Charleston to implore pardon, and thereupon it being determined to bury the hatchet and to re-establish peace, the contracting parties, for these purposes, named and appointed their respective commissioners and deputies in manner following:

THE SOUTH CAROLINA FULL POWERS.

By his Excellency JOHN RUTLEDGE, Esq. President and Commander-in-chief of South Carolina.

J. RUTLEDGE, (L. S.)

To Colonel ANDREW WILLIAMSON, Colonel LE ROY HAMMOND, GEORGE GALPHIN, Esq. the Honorable WILLIAM HENRY DRAYTON, and Colonel DANIEL HORRY, Greeting:

Whereas, in pursuance of an ordinance of the General Assembly of this State, passed on the 13th day of February last, and entitled "an ordinance appointing commissioners, in manner therein mentioned, to conclude a peace with the Cherokee nation," you, the said Andrew Williamson, Le Roy Hammond, George Galphin, William Henry Drayton, and Daniel Horry, have been duly elected commissioners for the purpose therein and hereinafter mentioned. Now know ye, that I have therefore, and in compliance with the request of the General Assembly of this State, commissioned, and do hereby commission you, the said Andrew Williamson, Le Roy Hammond, George Galphin, William Henry Drayton, and Daniel Horry, or a majority of you, to meet such commissioners as have been or may be appointed by the States of Virginia, North Carolina, and Georgia, or any of them, on the 12th day of May, instant, at Dewit's Corner, or at any other time and place which you, or a majority of you, may judge fit, in Congress, with the Cherokee Indian, or their deputies, and to conclude a peace with the Cherokee nation upon such terms as may be just and equitable.

Given under my hand and seal at Charleston, in South Carolina, this sixth day of May, in the year of our Lord one thousand seven hundred and seventy-seven.

THE GEORGIA FULL POWERS.

IN COUNCIL.

SAVANNAH, 16th April, 1777.

Resolved, That Jonathan Bryan, Jonathan Cochran, John Wereat, John Walton, and William Glascock, Esquires, or any three of them, be the commissioners appointed by this State, agreeably to the desire of the State of South Carolina, to attend the Indian Congress, to be held at Dewit's Corner, on the 7th day of May next, or when or where the same may be so held.

Resolved, That it be an instruction to the commissioners appointed to attend the Indian Congress, that they join and concur in all matters that appear likely to insure a firm and lasting peace with the Indians.

A true copy taken from the minutes,

SAMUEL STIRK, *Secretary C.*

THE CHEROKEE FULL POWERS.

MAY 16, 1777.

In open Congress with the South Carolina and Georgia commissioners for establishing peace, and in presence of a great number of their own people, Canatiskeetowie, or the Red-Bird of No-ewee, and Oustassitsee, or the Man-killer of Chote, for themselves, and Skalaluska, or the Second Man, Cleerounakee, Cloclotha, Choocoonattee, Coskua and Chinistisha, beloved men and warriors of the Cherokee nation, declared that, according to the manner and custom of their nation, they are nominated and appointed, on the part of their nation, deputies, with full powers for them, and, in their name, to meet the commissioners of South Carolina and Georgia, and of such other States as may be present; and with them to treat of, conclude upon, and make such terms and conditions of peace as may be likely to re-establish peace and friendship between the parties assembled for that purpose.

And the commissioners and deputies, having regularly met and communicated to each other their full powers, have agreed upon the articles of peace, the tenor of which is as follows:

ARTICLE I. The Cherokee nation acknowledge that the troops that, during the last summer, repeatedly defeated their forces, victoriously penetrated through their lower towns, middle settlements, and valleys, and quietly and unopposed built, held, and continue to occupy, the fort at Esennecca, thereby did effect and maintain the conquest of all the Cherokee lands eastward of the Unacaye mountain; and to and for their people did acquire, possess, and yet continue to hold, in and over the said lands, all and singular the rights incidental to conquest: and the Cherokee nation, in consequence thereof, do cede the said lands to the said people, the people of South Carolina.

ART. II. South Carolina will immediately send a supply of goods into the Cherokee nation and settlements for sale, and permit the Cherokees, during their good behavior, to inhabit the middle settlements and valleys westward of the highest part of Oconnee mountain; but they shall not, beyond a line extended southwest and northeast across the highest part of Oconnee mountain, proceed or advance, without permission from the commanding officer at Fort Rutledge; to apply for which, one runner may, at any time, be sent by the Cherokees. *Provided, nevertheless*, that, during this present year, the Cherokees may raise, gather, and remove the corn they have planted on the east side of Oconnee mountain.

ART. III. The Government of South Carolina will endeavor that the Cherokees shall be furnished with supplies of goods, as usual, and that the trade shall be put under the best regulations. Every person who, without a proper pass or license, shall arrive in the Cherokee nation or settlements, the Cherokees will immediately apprehend and

deliver to the commanding officer at Fort Rutledge, and seize to their own use, all the cattle, horses, goods, and effects, conducted into their nation or settlements by every such person.

ARR. IV. Each white person who instigated, or endeavored to instigate the Cherokees to the late war, or encouraged or aided them, or endeavored to do so in the prosecution of it, and who now is, or hereafter may be in their power, shall, without delay, by the Cherokees, be apprehended and delivered to the commanding officer at Fort Rutledge; and the Cherokees shall take to their own use all the effects which, in their nation or settlements, they may find in the possession of, or belonging to, every such white person; and for every such white person so delivered, shall be paid five hundred pounds weight of dressed leather, or the value thereof.

ARR. V. Any Indian who, in the Cherokee nation or settlements, shall murder a white person, shall be immediately apprehended and conveyed to Fort Rutledge by the Cherokees, who, in presence of the commanding officer at that post, shall put the murderer to death. And if any white, or other person, belonging to South Carolina or Georgia, shall, in the Cherokee nation, or any white, or other person shall, in South Carolina or Georgia, murder a Cherokee Indian, every such person, duly convicted thereof, shall suffer death in presence of Cherokee Indians, if any shall attend at the time and place of execution. And that they may have an opportunity of attending, due notice of the time and place of such intended execution shall be sent to the Cherokees.

ARR. VI. All white and Indian prisoners shall be set at liberty as soon as possible; all negroes taken during the late war, and who now are, or hereafter may be, in the power of the Cherokees, shall, as soon as possible, be delivered up to the commanding officer at Fort Rutledge, together with the horses, by any of their people, before the late war, stolen from South Carolina, Georgia, North Carolina, or Virginia, and which now, or hereafter may be, in the power of the Cherokees, to the end that restitution may be made to their true owners.

ARR. VII. For every runaway negro that shall be apprehended and delivered by the Cherokees to the commanding officer at Fort Rutledge, shall be paid one hundred pounds weight of leather, or the value thereof.

ARR. VIII. The hatchet shall be forever buried, and there shall be an universal peace and friendship re-established between South Carolina, including the Cattawba and Georgia on the one part, and the Cherokee nation on the other; there shall be a general oblivion of injuries. The contracting parties shall use their utmost endeavors to maintain the peace and friendship now re-established, and the Cherokees shall, at all times, apprehend and deliver to the commanding officer at Fort Rutledge, every person, white or red, who, in their nation or settlements shall, by any means, endeavor to instigate a war by the Cherokee nation, or hostility or robbery by any of their people, against or upon any of the American States or subject thereof. In witness of all and every thing herein determined between South Carolina, Georgia, and the Cherokee nation, we, their underwritten commissioners and deputies, by virtue of our full powers, severally, and not one for the other, have signed this present definitive treaty in their respective names, and have caused our seals to be hereunto affixed.

Done at Dewit's corner, this twentieth day of May, in the year of our Lord one thousand seven hundred and seventy-seven.

A. Williamson, (L. s.)	Le Roy Hammond, (L. s.)
W. H. Drayton, (L. s.)	Daniel Horry, (L. s.)
Jon. Bryan, (L. s.)	Jon. Cochran, (L. s.)
William Glascock, (L. s.)	Oustassitsee, his X mark, (L. s.)
Cleeroonakee, his X mark, (L. s.)	Cloccheta, his X mark, (L. s.)
Coskua, his X mark, (L. s.)	Chinistisha, his X mark, (L. s.)
Canatiskeetuowie, his X mark, (L. s.)	

N. B. In this deed is included the last cession of land by the Cherokee Indians to South Carolina, and which ascertains so much of boundary lines between the State and them.

A true copy taken from the original in the Secretary's office,

By my order,

BEN. GUERARD.

SOUTH CAROLINA, CHARLESTON, May 31st, 1784.

N.

STATE OF SOUTH CAROLINA.

By his Excellency Thomas Pinckney, Esq. Governor and Commander-in-chief in and over the State aforesaid.

To all to whom these presents shall come, greeting:

Know ye, that Peter Freneau, Esq. who certifies the writing hereunto annexed, to be and to contain a true copy of the convention entered into, and agreed upon, between the States of South Carolina and Georgia, taken from the original of record in the Secretary's office, is Secretary of the State of South Carolina: Therefore, all due faith, credit, and authority, are, and ought to be, had and given to his proceedings and certificate as such.

In testimony whereof, I have hereunto set my hand, and caused to be affixed the great seal of the State, in the city of Charleston, this twenty-third day of July, in the year of our Lord one thousand seven hundred and eighty-seven, and of the sovereignty and independence of the United States of America the twelfth.

[L. s.]

THOMAS PINCKNEY.

By His Excellency's command.

PETER FRENEAU, Secretary.

CONVENTION BETWEEN THE STATES OF SOUTH CAROLINA AND GEORGIA,

Concluded at Beaufort, in the State of South Carolina, on the twenty-eighth day of April, in the year of our Lord one thousand seven hundred and eighty-seven, and in the eleventh year of the independence of the United States of America.

To all to whom these presents shall come, the underwritten Charles Cotesworth Pinckney, Andrew Pickens, and Pierce Butler, Esquires, commissioners appointed by the State of South Carolina, of the one part, and the underwritten John Hubersham and Lachlan M Intosh, Esquires, a majority of the commissioners appointed by the State of Georgia, of the other part, SEND GREETING:

Whereas, the State of South Carolina did heretofore present a petition to the United States in Congress assembled, and did, therein set forth, that a dispute and difference had arisen and subsisted between the States of South Carolina and Georgia, concerning boundaries; the said States claiming, respectively, the same territories, and that the case and claim of the State of South Carolina was as follows, that is to say, "Charles the Second, King of Great Britain, by charter, dated the 24th day of March, in the fifteenth year of his reign, granted to eight persons, therein named, as lords proprietors thereof, all the lands lying and being within his dominions of America, between thirty-one and thirty-six degrees of north latitude, in a direct west line to the South Seas, styling the lands so described the province of Carolina: that, on the 30th day of June, in the seventeenth year of his reign, the said King granted to the said lords proprietors a second charter, enlarging the bounds of Carolina, viz: from twenty-nine degrees of north latitude to thirty-six degrees thirty minutes, and from those points on the seacoast, west, in a direct

line to the South seas: that seven of the said proprietors of Carolina sold and surrendered to George the Second, late King of Great Britain, all their title and interest in the said province, and the share of the remaining proprietor was separated from the King's, and allotted to him, in the north part of North Carolina: that Carolina was afterwards divided into two provinces, called North and South Carolina: that, by a charter, dated the 9th day of June, 1732, George the Second, King of Great Britain, granted to certain persons, therein named, all the lands lying between the rivers Savannah and Altamaha, and between lines to be drawn from the heads of those rivers, respectively, to the South sea, and styled the said colony Georgia: that, by the treaty of peace concluded at Paris on the 10th day of February, 1763, the river Mississippi was declared to be the western boundary of the North American colonies: that the Governor of South Carolina, in the year 1762, conceiving that the lands to the southward of the Altamaha still belonged to South Carolina, granted several tracts of the said lands: that the Government of Georgia complained to the King of Great Britain respecting those grants, as being for lands within its limits, and thereupon His Majesty, by proclamation, dated the 7th day of October, 1763, annexed to Georgia all the lands lying between the rivers Altamaha and St. Mary's, the validity of the grants passed by the Governor of South Carolina, as aforesaid, remaining, however, acknowledged and uncontested, and the grantees of the said land, or their representative, still holding it as their legal estate: that South Carolina claims the lands lying between the North Carolina line and the line run due west from the mouth of Tugoloo river to the Mississippi, because, as the said State contends, the river Savannah loses that name at the confluence of Tugoloo and Keowee rivers, consequently that spot is the head of Savannah river. The State of Georgia, on the other hand, contends that the source of Keowee river is to be considered as the head of Savannah river: that the State of South Carolina also claims all the lands lying between a line to be drawn from the head of the river St. Mary's, the head of Altamaha, the Mississippi, and Florida, being, as the said State contends, within the limits of its charter, and not annexed to Georgia by the said proclamation of 1763. The State of Georgia, on the other hand, contends that the tract of country last mentioned is a part of that State. The State of South Carolina did, therefore, by their said petition, pray for a hearing and determination of the difference and dispute subsisting, as aforesaid, between the said State and Georgia, agreeable to the articles of confederation and perpetual union between the United States of America. And whereas, the State of Georgia was duly notified of the said petition, and did, by its lawful agents, appear, in order to establish its right to the premises in manner directed by the said articles of confederation; and proceedings were thereon had in Congress, in order to the appointment of judges to constitute a court for hearing and determining the said matter in question. And whereas, it appeared to be the sincere wish and desire of the said States of South Carolina and Georgia, that all and singular the differences and claims subsisting between the said States relative to boundary should be amicably adjusted and compromised. And whereas, the Legislature of the State of South Carolina did elect the above named Charles Cotesworth Pinckney, Andrew Pickens, and Pierce Butler, Esqs. commissioners, and did invest them, or a majority of them, with full and absolute power and authority in behalf of that State, to settle and compromise all and singular the differences, controversies, disputes, and claims, which subsist between the said State and the State of Georgia relative to boundary, and to establish and permanently fix a boundary between the two States. And the said State of South Carolina did declare that it would, at all times thereafter, ratify and confirm all and whatsoever the said commissioners, or a majority of them, should do in and touching the premises, and that the same should be forever binding on the said State of South Carolina. And whereas, the Legislature of the State of Georgia did appoint John Houston, John Habersham, and Lachlan M'Intosh, Esquires, commissioners, and did invest them with full and absolute power and authority, in behalf of that State, to settle and compromise all and singular the differences, controversies, disputes, and claims, which subsist between the said State and the State of South Carolina relative to boundary, and to establish and permanently fix a boundary between the two States. And the said State of Georgia did also declare, that it would, at all times thereafter, ratify and confirm all and whatsoever the said last mentioned commissioners, or a majority of them, should do in and touching the premises, and that the same should be forever binding on the said State of Georgia.

Now therefore know ye, That the underwritten commissioners, on the part of the States of South Carolina and Georgia, respectively, having, by mutual consent, assembled at the town of Beaufort, in the State of South Carolina, on the twenty-fourth day of this present month of April, in order to the due execution of their respective trusts; and having reciprocally exchanged and considered their full powers, and declared the same legal, and forever binding on both States, and having conferred together on the most effectual means of adjusting the differences subsisting between the two States, and of establishing, and permanently fixing, a boundary between them, have agreed, and by these presents for, and in behalf of, their respective States, do mutually agree to the following articles: that is to say,

ARTICLE 1. The most northern branch, or stream of the river Savannah, from the sea, or mouth of such stream, to the fork or confluence of the rivers now called Tugoloo and Keowee, and from thence, the most northern branch or stream of the said river Tugoloo, till it intersects the northern boundary line of South Carolina, if the said branch or stream of Tugoloo extends so far north, reserving all the islands in the said rivers Savannah and Tugoloo, to Georgia; but if the head, spring, or source of any branch or stream of the said river Tugoloo does not extend to the north boundary line of South Carolina, then a west line to the Mississippi, to be drawn from the head, spring, or source of the said branch or stream of Tugoloo river, which extends to the highest northern latitude, shall forever hereafter form the separation limit and boundary between the States of South Carolina and Georgia.

ART. 2. The navigation of the river Savannah, at and from the bar and mouth, along the northeast side of Cockspur Island, and up the direct course of the main northern channel, along the northern side of Hutchinson's Island, opposite the town of Savannah, to the upper end of the said island, and from thence up the bed, or principal stream, of the said river, to the confluence of the rivers Tugoloo and Keowee, and from the confluence up the channel of the most northern stream of Tugoloo river to its source, and back again by the same channel to the Atlantic ocean, is hereby declared to be henceforth equally free to the citizens of both States, and exempt from all duties, tolls, hindrance, interruption, or molestation whatsoever, attempted to be enforced by one State on the citizens of the other, and all the rest of the river Savannah to the southward of the foregoing description is acknowledged to be the exclusive right of the State of Georgia.

ART. 3. The State of South Carolina shall not, hereafter, claim any lands to the eastward, southward, south-eastward, or west, of the boundary above established, but hereby relinquishes and cedes to the State of Georgia, all the right, title, and claim, which the said State of South Carolina hath to the government, sovereignty, and jurisdiction in and over the same, and also the right of pre-emption of the soil from the native Indians, and all other the estate, property, and claim, which the State of South Carolina hath in or to the said land.

ART. 4. The State of Georgia shall not, hereafter, claim any lands to the northward or northeastward of the boundary above established, but hereby relinquishes and cedes to the State of South Carolina, all the rights, title, and claim which the said State of Georgia hath to the government, sovereignty, and jurisdiction in and over the same; and also the right of pre-emption of the soil from the native Indians, and all other the estate, property, and claim which the State of Georgia hath in or to the said lands.

ART. 5. The lands heretofore granted by either of the said States, between the forks of Tugoloo and Keowee, shall be the private property of the first grantees and their respective heirs and assigns, and the grantees of any of the said lands under the State of Georgia shall, within twelve months from the date hereof, cause such grants, or authentic copies thereof, ratified under the seal of the State of Georgia, to be deposited in the office of the Secretary of the State of South Carolina, to the end that the same may be recorded there, and after the same shall have been so recorded, the grantees shall be entitled to receive again, from the said Secretary, their respective grants, or the copies thereof, whichever may have been so deposited, without any charge or fee of office whatsoever, and every grant which shall not, or of which the copy certified, as above mentioned, shall not be so deposited, shall be adjudged void.

ART. 6. The commissioners on the part of the State of South Carolina do not, by any of the above articles, mean to cede, relinquish, or weaken, the right, title, and claim, of any of the individual citizens of the State of South Carolina to any lands situated in Georgia, particularly to the lands situated to the south or southwest of the river Altamaha, and granted during the administration of Governor Boone, in the year one thousand seven hundred and

sixty-three; and they do hereby declare, that the right and title of the said citizens to the same is, and ought to remain, as full, strong, and effectual, as if this convention had not been made. The commissioners on the part of the State of Georgia do decline entering into any negotiation relative to the lands mentioned in this article, as they conceive they are not authorized so to do by the powers delegated to them.

In testimony whereof, the said Charles Cotesworth Pinckney, Andrew Pickens, and Pierce Butler, for and in behalf of the State of South Carolina, and the said John Habersham and Lachlan M'Intosh, for and in behalf of the State of Georgia, have, to these presents, and a duplicate thereof, both indented interchangeably, set their hands and affixed their seals. Done at Beaufort, in the State of South Carolina, the twenty-eighth day of April, in the year of our Lord one thousand seven hundred and eighty-seven, and in the eleventh year of the independence of the United States of America.

CHARLES C. PINCKNEY, [L. s.]
ANDREW PICKENS, [L. s.]
PIERCE BUTLER, [L. s.]
JOHN HABERSHAM, [L. s.]
LACHLAN McINTOSH. [L. s.]

THE FULL POWER OF THE STATE OF GEORGIA.

GEORGIA:

By the Honorable GEORGE MATTHEWS, Esq. Captain General, Governor, and Commander-in-chief in and over the State aforesaid.

To all to whom these presents shall come, GREETING:

Know ye, That John Milton, Esq. who hath certified the annexed copy of an ordinance, entitled "an ordinance to appoint commissioners to ascertain and settle the boundaries of this State with the State of South Carolina," is Secretary of the said State in whose office the archives of the same are deposited, *Therefore*, all due faith, credit, and authority, are, and ought to be, had and given to the said copy.

In testimony whereof, I have hereunto set my hand and caused the great seal of the said State to be put and affixed, at Augusta, this fourteenth day of February, in the year of our Lord one thousand seven hundred and eighty seven, and of our sovereignty and independence the eleventh.

GEORGE MATTHEWS, [L. s.]

By His Honor's command.

J. MILTON, *Secretary.*

AN ORDINANCE to appoint commissioners to ascertain and settle the boundaries of this State with the State of South Carolina.

Be it ordained by the representatives of the freemen of the State of Georgia in General Assembly met, and by the authority of the same, That John Houston, John Habersham, and General Lachlan M'Intosh, Esquires, be and they are hereby appointed commissioners, and invested with full and absolute power and authority in behalf of this State, to settle and compromise all and singular the differences, controversies, disputes, and claims, which subsist between this State and the State of South Carolina, relative to boundary, and to establish, and permanently fix, a boundary between the two States. And this State shall and will, at all times hereafter, ratify and confirm all and whatsoever the said commissioners, or a majority of them, shall do in and touching the premises, and the same shall be forever binding on this State: *Provided, always,* That the commissioners appointed by the State of South Carolina should have as extensive powers vested in them by the said State as are hereby vested in the commissioners of this State.

AUGUSTA, February 10, 1787.

By order of the House.

WILLIAM GIBBONS, *Speaker.*

GEORGIA, *Secretary's Office, February 14, 1787.*

I do hereby certify the foregoing to be a true copy taken from the original ordinance deposited in my office.

JOHN MILTON, *Secretary.*

THE FULL POWER OF THE STATE OF SOUTH CAROLINA.

STATE OF SOUTH CAROLINA:

By His Excellency THOMAS PINCKNEY, Esq. Governor and Commander-in-chief in and over the State aforesaid.

To all to whom these presents shall come, GREETING:

Know ye, That the Honorable John Julius Pringle, Esq., who certifies that the resolves of the General Assembly of this State, hereunto annexed, are true copies from the journals of the House of Representatives, is Speaker of the said House of Representatives; and that Peter Freneau, Esq., who certifies the copy of an ordinance of this State, also hereunto annexed, to be truly taken from the original of record in the Secretary's office, is Secretary of the said State of South Carolina: *Therefore*, all due faith, credit, and authority, is and ought to be had and given to their proceedings and certificates as such.

In testimony whereof, I have hereunto set my hand and caused to be affixed the great seal of the State, in the city of Charleston, this fourteenth day of April, in the year of our Lord one thousand seven hundred and eighty-seven, and of the sovereignty and independence of the United States of America the eleventh.

THOMAS PINCKNEY, [L. s.]

By His Excellency's command.

PETER FRENEAU, *Secretary.*

AN ORDINANCE to appoint commissioners to ascertain and settle the boundaries of this State with the States of Georgia and North Carolina, and to authorize His Excellency the Governor to appoint agents to act in behalf of this State at the Federal Court, in the controversy between this State and the State of Georgia, relative to boundary.

Be it ordained by the honorable the Senate and House of Representatives now met and sitting in General Assembly, and by the authority of the same, That three commissioners be chosen, by joint ballot, of the Legislature, which commissioners, or a majority of them then chosen, shall be, and they are hereby, invested with full and absolute power and authority, in behalf of this State, to settle and compromise all and singular the differences, controversies, disputes, and claims, which subsist between this State and the State of Georgia, relative to boundary, and to establish and permanently fix a boundary between the two States; and this State shall and will at all times here-

after ratify and confirm all and whatsoever the said commissioners, or a majority of them, shall do in and touching the premises, and the same shall be forever binding on this State: *Provided, always,* That the commissioners to be appointed by the State of Georgia shall have as extensive powers vested in them by the State of Georgia, as are above vested in the commissioners of this State; and, as it may so happen that the said commissioners may not be able to settle and compromise the above differences, but it may be necessary to have the same decided by a Federal court, *Be it ordained by the authority aforesaid,* That his excellency the Governor, or the Commander-in-chief for the time being, be, and he is hereby, empowered to appoint proper persons to prosecute the claim, and to manage the affairs of this State in the Federal court, with full power and authority to do, transact, perform, and execute, all and every such matter and things touching the same, as shall be requisite and necessary; and this State shall and will, at all times hereafter, ratify and confirm what shall be so done, transacted, performed, and executed. *And be it further ordained by the authority aforesaid,* That three commissioners be chosen, by joint ballot, of the Legislature; which commissioners, or a majority of them, when chosen, shall be, and they are hereby, invested with full and absolute power and authority in behalf of this State, to settle and compromise all and singular the differences, controversies, and disputes, and claims, which subsist between this State and the State of North Carolina, relative to boundary, and to establish, and permanently fix, a boundary between the two last mentioned States; and this State shall and will, at all times hereafter, ratify and confirm all and whatsoever the said commissioners, or a majority of them, shall do in and touching the premises, and the same shall be forever binding on this State: *Provided, always,* That the commissioners to be appointed by the State of North Carolina shall have as extensive powers vested in them by that State, as are hereby vested in the commissioners of this State. *And be it further ordained by the authority aforesaid,* That his excellency the Governor, or Commander-in-chief for the time being, shall be, and he is hereby, empowered to draw upon the treasury for any sum or sums, not exceeding ten thousand dollars, for the reasonable expenses of the said commissioners, and for the carrying this ordinance into full execution.

In the Senate House, this twenty-second day of March, Anno Domini one thousand seven hundred and eighty-six, and in the tenth year of the independence of the United States of America.

JOHN LLOYD, *President of the Senate.*
JOHN FAUCHEREAUD GRIMKE,
Speaker of the House of Representatives.

STATE OF SOUTH CAROLINA, *Secretary's Office.*

I do hereby certify that the foregoing is a true copy from the original ordinance of record in this office.

PETER FRENEAU, *Secretary.*

APRIL 14, 1787.

A message was sent to the Senate desiring their attendance in this House, to proceed to the election of three commissioners, to ascertain and settle the boundaries of this State with the State of Georgia. The Senate accordingly attended and voted with this House for the said commissioners; upon casting up the ballots, it appeared that the following gentlemen, viz: Brigadier General Charles Cotesworth Pinckney, Brigadier General Andrew Pickens, and Major Pierce Butler, had a majority of votes of the members present; Mr. Speaker thereupon declared the said gentlemen to be duly elected commissioners to ascertain and settle the boundaries of this State with the State of Georgia.

I certify the above to be exactly copied from the Journals of the House of Representatives.

CHARLESTON, *April 14, 1787.*

JOHN J. PRINGLE, *Speaker.*

IN THE HOUSE OF REPRESENTATIVES, *March 23, 1787.*

On motion,

Whereas, the Legislature of this State have received information that the State of Georgia has re-granted a considerable quantity of land, the property of some of the citizens of this State, and which lands were originally granted to them in the year 1763, and confirmed by the King in Council, whilst this State and Georgia acknowledged the sovereignty of the King of Great Britain: *Therefore, resolved,* That the commissioners for settling the boundaries between this State and the State of Georgia do use their endeavors to have that business amicably settled, and the claims of the citizens of this State reorganized by the State of Georgia: *Ordered,* That the resolution be sent to the Senate for their concurrence.

By order of the House.

JOHN SANFORD DART, *Cfk H. of Reps.*

IN THE SENATE, *March 23, 1787.*

Resolved, That this House do concur with the House of Representatives in the foregoing resolution.

Ordered, That the resolution be sent to the House of Representatives.

By order of the Senate.

FELIS WARLEY, *C. S.*

CHARLESTON, *April 14, 1787.*

I certify the above to be extracted truly from the Journals of the House of Representatives.

JOHN J. PRINGLE, *Speaker of the House of Representatives.*

STATE OF SOUTH CAROLINA, *Secretary's Office, July 23d, 1787.*

I hereby certify that the foregoing, contained on eight pages of this, are true copies taken from the original convention between this State and the State of Georgia, and the full powers of the said States thereunto annexed.

PETER FRENEAU, *Secretary.*

OFFICE FOR TRADE, WHITEHALL, *September 25, 1795.*

SIR:

I now proceed with pleasure to communicate to you such information, with regard to the questions which Mr. Attorney General Bradford desired you to ask me about the boundaries of South Carolina and Georgia, as it is in my power to give, in so limited a time, amidst the pressure of other business.

It will be necessary to make some preliminary observations, before I answer the main question; namely, "whether the lands west of the Ocmulgee belonged to Georgia or to South Carolina; and whether they have at any time been placed by the crown under the jurisdiction of any other Government."

When the treaty of peace between England and Spain was negotiated, in 1604, there was an attempt made to settle the pretensions of the two powers in America: but, as the two parties could not agree, either upon the facts or the principles, which applied to the point, it was prudently resolved to pass over in silence what could not be adjusted in the treaty by adequate words. At that epoch, England had not any colonies in America. Colonization, however, immediately began; and before the year 1670, all the principal colonies were settled. It was in 1670 that England and Spain entered into stipulations for composing differences in America, which stipulations have since been called

the *American Treaty*. It was the 7th article of that treaty, which stipulated that the King of Great Britain and his subjects should remain in possession of what they then possessed in the West Indies and America. In every subsequent period, the American treaty of 1670 was appealed to in the disputes between Great Britain and Spain, as to the boundaries of Carolina and Florida, though there seems to have been no document which, on either side, applied the fact to the principle. Those disputes were frequent, during the reigns of George I. and George II. from 1714 to 1731: and it was referred by the treaty of Seville, 1729, to commissioners to settle, among other points, the northern boundary of Florida, which was to be the southern limit of Carolina. But no settlement was ever made till Florida was ceded to Great Britain by Spain, at the peace of 1763. These circumstances explain sufficiently the reasons of keeping a small post on the southern point of Cumberland island, where the river St. Mary's mingles its waters with the ocean; in order to retain the possessions of the debatable ground, which neither party would relinquish or define. [On this point, see the papers marked A. Nos. 1 and 2.] This post became still more necessary, if the principle of retaining debatable ground be right, after the grant of Georgia, which fixed its southern boundary by the most southern stream of the river Altamaha: for this had been construed by Spain as a relinquishment of the territory between the rivers Altamaha and St. Mary's.

The other preliminary observations, which I beg to submit, is, that the right of the crown to divide and subdivide its American territories (for which charters had not been granted to proprietors) is one of the clearest principles in colonial jurisprudence. And the history of the thirteen colonies, from the successive settlement of each, to the epoch of the independence of all, is a demonstration of the general principle, which is the solid basis whereon the United States rest in full stability, as to boundaries.

I now proceed to more minute observation, both as to fact and principles. In the year 1719, the people of South Carolina revolted against their proprietors. In the subsequent year, Francis Nicholson was appointed by the crown provisional Governor of South Carolina, upon a recital of mismanagements. Neither his commission nor instructions gave him any power to grant lands because the right to the soil was still in the proprietors. It was in his time that a fort was built at the fork of the Altamaha in order to preserve the possession of the country thus far to the southward. In 1729, the proprietors of Carolina surrendered the sovereignty, and seven-eighth parts of the soil to the crown, under the authority of the act of Parliament, 2 Geo. II. chap. 34. The deed of surrender was enrolled in chancery, and remains in the chapel of the Rolls. [A copy from the roll has been obtained, and is marked B.] Lord Grenville soon after proposed to surrender his one-eighth: but, as the parties could not agree, his share was located in after times along the northern boundary of North Carolina, on the confines of Virginia.

It was in December, 1729, that Robert Johnson was appointed royal Governor of South Carolina, with the full authority of Captain General and Commander-in-chief, in the room of Nicholson. This commission extends over *South Carolina*, without expressing any boundaries, supposing that the country and its limits were known and ascertained. This indefinite mode of expression, which continued to the present reign, gave rise to the mischiefs of uncertainty, and, in fact, is the cause of the present inquiry. Governor Johnson was also empowered to grant lands on particular terms. The Governor's authority on this head, and instructions, which, as they remained unaltered to the year 1763, and furnished much matter for this inquiry, may be seen in the papers marked H Nos. 1 and 2. Governor Johnson was also instructed to re-establish a deserted post on the Altamaha, so as to preserve the navigation of the river.

It was in the year 1730, that an application was made to the British Government, on a principle of charity, for a grant of lands in Carolina, and conceded in 1731, on a principle of policy. The charter of Georgia was granted in 1732, in order to form a barrier to South Carolina. The Board of Trade settled deliberately the boundaries of Georgia, on the north, by the *northern stream* of the river Savannah; on the south, by the most southern stream of the Altamaha; and *westward*, from the heads of the said rivers respectively, in direct lines to the South Seas. The context and common sense require that the west lines should be run from the heads of the north stream of the Savannah, and from the head of the most southern stream of the Altamaha. And the context and common sense equally reject all other points, from whence to run the west lines to the South Sea, than the *heads*, not the Savannah and Altamaha, but from the heads of the north stream of the one river and of the most southern stream of the other. The context and common sense are supported by the fact, that it was known, at the epoch of the Georgia grant, that its boundaries on the north and south had more streams than one, and consequently had forks. There had been a fort, or post, at the great fork of the Altamaha, for some years before. A small map, which was prefixed to a quarto pamphlet, that was published at London, in 1733, entitled "Reasons for establishing the colony of Georgia," exhibits distinctly the *fork of the Altamaha*. In none of the inquiries, or reasonings of the Board of Trade, at any period, is it ever supposed, that the west lines before mentioned, were to run from any other point than the head of the most southern stream of the Altamaha, and the head of the north stream of the Savannah. Add to all these, the State of Georgia, as attested upon oath by several inhabitants of Georgia, at Savannah, on the 10th of October, 1740. [See the papers marked C. Nos. 1, 2, 3, 4, 5, for proofs of the facts.]

The trustees of Georgia applied to the crown for directions to the Governor of South Carolina, both to record their charter and to help their settlers. An additional instruction was thereupon sent to Governor Johnson for that effect, on the 6th of September, 1732. [See the paper D.] This may be deemed legal notice of the charter of Georgia; of the settlement under it; and of the retraction of the southern boundary of South Carolina. In fact, the Government of South Carolina did receive kindly the colonists of Georgia; did effectually help the settlers, who began to form their principal town on the 1st of February, 1733, under the direction of Oglethorpe. It is moreover to be observed that, as Governor Johnson had been instructed to lay out certain townships on the rivers Savannah and Altamaha, this instruction was withdrawn after the establishment of Georgia, when he received contrary instructions.

It is material to state that the power of commanding the militia of Georgia was reserved to the Governor of South Carolina, as the King's officer: yet, on the 20th of June, 1737, James Oglethorpe was appointed Commander-in-chief of the troops, both of South Carolina and Georgia; and the Governor of South Carolina was thereupon ordered not to meddle with the General's command. Oglethorpe was ordered to keep possession of the country which had been granted by the charters of Carolina. These facts evince that, when Oglethorpe, during the Spanish war, which was ended by the peace of 1748, marched with troops southward of the Altamaha, and built forts on the lands between that river and the river St. Mary's, he acted as the King's General, and not as Governor of Georgia. If it be asked whose lands they were, which lay between the rivers Altamaha and St. Mary's, the answer must be, that Great Britain and Spain were fighting for them. The treaty of Aix la Chapelle left the title upon the same footing as it had been left by the American treaty of 1670. The right to those debatable lands was in the crown. The claim of the proprietors of Carolina no longer existed. The power of the Governor of South Carolina could only arise from the King's commission and instruction. The formal communication of the charter of Georgia to the Governor of South Carolina was a formal supercession of his commission and instructions, as to the country within its limits. There does not appear, indeed, any formal supercession of the authority of the Governor of South Carolina, with regard to the country on the south of the river Altamaha, except as to the power of the sword, which had been put into the hands of Oglethorpe. Whether the establishment of Georgia, and the proceedings which followed in consequence thereof, were a virtual supercession of the power of the Governor of South Carolina, as to the country on the south of the Altamaha, is a point for consideration.

The charter of Georgia, and the powers of Government, which were thereby conferred, were established only for a limited time. This term expired in 1752, when the trustees surrendered to the crown what had been conferred by the charter. [See the paper E.] And a royal government was soon after established over the same country, within the same limits, with the usual powers of the royal governments.

Events are now coming forward which throw additional light on the present inquiry. One Grey, a Virginian by birth, and an enthusiast in principle, after acting a busy part in the first Assembly which met in Georgia, passed the river Altamaha in 1756, and settled, with a few followers, near the river St. Mary's. Governor Ellis, of Georgia, persuaded Grey not to put himself under the protection of Spain, and gave him a license to settle on the south of the river Altamaha. The Spaniards of St. Augustine regarded Grey with their usual jealousy. When the British ministers, who then wished to conciliate Spain, heard of those transactions of Grey, they expressed the greatest

discontent. They blamed Governor Ellis for giving him a license to settle without his jurisdiction. The proceedings of Grey, who acted without authority from any Power, were considered as of very dangerous consequence. Mr. Secretary Pitt sent orders to Governor Ellis of Georgia, and Governor Lyttleton of South Carolina, to remove Grey by force, if he did not remove by fairness. In 1759, Governor Ellis appointed one Powel, and Governor Lyttleton named one Hern, as commissioners to communicate those orders to Grey, and to persuade him and his followers to obey. Grey did make a show of obedience; but he returned ere long to his first settlement. Governor Wright of Georgia communicated, in 1761, to the British ministers minute information of the proceedings of Grey and his followers: but the part which Spain had now taken with France made the British Government less zealous to enforce their first orders, by removing Grey from the situation which he had chosen for himself, without the proper jurisdiction of any colony. [See the papers marked F, Nos. 1, 2, 3, 4.]

In January, 1762, war was declared against Spain. The preliminary articles of peace were announced in December, 1762. The knowledge that Spain was thereby to cede Florida to Great Britain, was received in South Carolina early in the subsequent year.

During the same moment, wherein the British Government were considering in what manner it might be advisable to dispose of the British acquisitions by the peace, a measure was adopted at Charleston, in South Carolina, for monopolizing the lands on the south of the river Altamaha. Governor Wright, when he heard of that purpose, sent Grey Elliott, one of his council, to Charleston, in order to enter a caveat and protest against that measure, as inconsistent with the King's intentions, and as injurious to Georgia. This protest was treated with disregard. The Board of Trade soon heard of those transactions; and the Board hastened to declare its disapprobation, and to give its directions that no charters should be issued for any lands which might have been surveyed, under warrants from South Carolina, for lands on the south of the river Altamaha. The orders of the Board came too late. The surveys had been made, and charters had issued thereon, before the disapprobation and directions of the Board arrived. The Governor of South Carolina wrote an apology for his conduct, and was afterwards heard in justification of proceedings which the Board of Trade deemed *unwarrantable*. [See the papers marked G, Nos. 1, 2, 3, 4, 5, and 6.]

The Board of Trade, on the 8th of July, 1763, applied to the Attorney and Solicitor General for their opinion, whether the grants of land to the southward of the river Altamaha, by the Governor of South Carolina, under all the circumstances, were valid in law. The documents which were laid before the crown lawyers, were the protest of the Governor of Georgia, before mentioned; the two charters of Carolina; the statute of the 2d Geo. II. ch. 34; an extract of that part of the commission to Governor Johnson, in 1729, authorizing him to grant lands, which had continued the same to all succeeding Governors; [See the papers H. Nos. 1, 2.] the Secretary of State's order, dated the 10th of June, 1758, for removing Grey and his followers from their settlements on the south of the Altamaha; "a country, which the Board were pleased to add, it does not appear the province of South Carolina has at any time exercised any jurisdiction in, or taken any possession of, either while it was under the government of the proprietors, or since it has been in the hands of the crown;" but it does not appear that the Attorney and Solicitor General ever gave any opinion.

The Board of Trade seem at one time to have resolved to vacate, by some process at law, those unwarrantable grants. They, however, finally determined to admit virtually, but not positively, their validity in point of law, and to endeavor to prevent the mischief of them, since they could not abrogate what had been improvidently done. They ordered transcripts of the said grants to be sent by the Governor of South Carolina to the Governor of Georgia, for the purpose of being recorded in the proper offices of Georgia. These improvident grants were thus, in some measure, legalized, and incorporated into the system of Georgia. [See the papers marked I, Nos. 1 and 2.]

The peace of 1763 was scarcely concluded when the British Government began to deliberate how to make the most of her acquisitions by the war. On the 8th of June the Board of Trade made a representation as to the state of Florida and the neighboring lands. The country, between the rivers Altamaha and St. Mary's, was placed under the jurisdiction of Georgia. The northern boundary of the province of East Florida was, in the end, settled to be the river St. Mary's, from the sea to its source, and from its source westward, to that part of the Appalachicola where the Chattahoochee and Flint rivers meet. The northern line of the province of West Florida was at first fixed to be in the latitude of 31 degrees north; but, upon a representation that this latitude was to the southward of Mobile itself, a new boundary was settled in March, 1764, so as to bound West Florida on the north by a line, drawn from the mouth of the Yazoo, where it unites with the Mississippi, due east to the river Appalachicola. In Lieutenant Hutchin's map of the west parts of Virginia, Carolina, Georgia, &c. published in 1778, he takes notice that the Yazoo is the north boundary of West Florida, but he states erroneously the junction of that river with the Mississippi to be in latitude 32° 30', which is nine minutes too far to the southward, as indeed all the maps place the junction of the Yazoo too far to the southward. [See the papers marked K, Nos. 1, 2, 3, and 4.]

The definitive treaty of peace between Great Britain and the United States of America, and the definitive treaty between Great Britain and Spain, were both signed on the same day, viz: the 3d of September, 1783. By the treaty with Spain, Great Britain ceded to Spain East Florida and West Florida, without any signification of boundaries, which Spain will contend, I presume, must be the existing limits, at the date of the treaty. By the treaty with the United States, Great Britain ceded to the country on the east of the Mississippi, as far southward as the 31st degree of north latitude. Mr. Faden, the King's geographer, assures me that it appears, from an accurate observation made by the late George Gaul, who surveyed West Florida for the British Government, that the junction of the Yazoo with the Mississippi is in latitude 32° 39'. Here, then, is a fair field of a degree and three quarters for contending nations to fight upon.

Allow me, now, to make a few cursory remarks for the purpose of recapitulation:

1st. There are no documents which can show the heads of the rivers Altamaha and the Savannah to be other than what the charter and commissions make them to be, as I have already shown. Every document proves that the heads of those rivers were not at the fork of the Altamaha, where the Oconee and Ocmulgee meet, nor at the junction of the Tugoloo and the Keowee, but at the head of the northern stream of the one, and the head of the southern stream of the other.

2d. There are no maps, which had belonged to the trustees of Georgia, in the collections of the Board of Trade. It was never considered by the British Government that the country annexed to Georgia, in 1763, was bounded on the west by a line drawn from the source of the St. Mary's river to the junction of the Oconee and Ocmulgee: on the contrary, the British Government considered the south boundary of Georgia to be the north boundary of the two Floridas as far as the Mississippi. The British geographers have always formed the boundaries of Georgia on this principle of extending it westward to the river Mississippi. There was a boundary line run and established, in 1769, between Georgia and the Creek Indians, which, passing in a northern direction across the frontiers of Georgia, has induced some of the map makers to draw a line in the same northern direction, and which has sometimes been mistaken for the western boundary of Georgia. There is a map of the Creek line, before mentioned, among the papers of the Board of Trade, but it does not apply to the question.

3d. The boundary of West Florida was not only extended northward to the 31st degree, in 1763, but, in 1764, to 32° and 39', as I have before stated. This leads me to remark what will throw great light on the whole subject. The junction of the Yazoo with the Mississippi being fixed by the British Government, who had a right to do so, as the north line of West Florida, and this junction being in latitude 32° and 39', an east line projected from the junction of the Yazoo would cross the Savannah river near Hutchin's ferry, as the same is laid down in Faden's map of South Carolina and Georgia, 1780. These positions leave a very narrow frontier to Georgia, contrary to what was intended by the British Government when that boundary was settled. The extent of this frontier can only be, according to those premises, from the point where the latitude of 32° 39' intersects the meridian of the head of the northern stream of the Savannah river, northward to the head of the northern stream of Savannah.

4th. "With respect to the great question, whether the lands west of Ocmulgee belonged to Georgia or to South Carolina, after the grant of Georgia, and whether they have, at any time, been placed by the crown under the jurisdiction of any other Government," I take the liberty to answer, 1st. That the lands lying westward of the Ocmul-

gee did not belong to Georgia after the granting of the charter; because, the Ocmulgee being the southern stream of the Altamaha, in the contemplation of the crown when the charter was granted, the Ocmulgee must be taken as the south boundary of Georgia, the western extent of which was to run to the South sea from the head of that southern stream.

2d. The surrender of the rights of the proprietors to the crown in 1729, and the authority of an act of Parliament, were supposed to suppress the charters granted to them, and to re-invest in the crown any title which they could claim under them. The new right, which the crown had thus acquired, was soon exerted in the establishment of Georgia. Georgia was settled upon the very principle of being a southern frontier to Carolina. *The northern stream of the Savannah river was virtually made the southern boundary of South Carolina.* The British Government, from this epoch, never considered Carolina, or any part thereof, to lie to the southward of Georgia.

3d. The country on the south and west of Ocmulgee was, from 1732 to 1763, considered by the crown as its waste territories, which were in dispute between Great Britain and Spain, and which, for that reason, had never been placed under the jurisdiction of any colonial Government. In fact, neither the Governor nor Legislature of South Carolina ever performed any act of jurisdiction over those debatable lands from 1732 to 1763.

4th. The grants, which were made of some of those lands by the Governor of South Carolina, in 1763, were made in opposition to a strong protest from the Governor of Georgia; were made contrary to the intentions of the crown; and they were made *unwarrantably*, as the Board of Trade thought and declared. Whether the law officers of the crown declined to give their opinion of the legality or illegality, of those unwarrantable grants, from design, or accident, does not appear: the Board of Trade virtually admitted their legality, for the purpose of quieting settlement. Had ejectments been brought for the recovery of the lands thus granted, in the courts of Georgia, where they must have been brought, the judges and juries of Georgia had declared those grants to be illegal.

I have now discussed, in the best manner that I am able, from the documents belonging to the Board of Trade, and from other notices, the several points, as to which Mr. Attorney General Bradford desired information: and I beg to refer to the several papers, which I have quoted, as the proper vouchers; and which will be found to be the same papers, whereof Mr. Attorney Bradford requested to have certified copies. If the research, which I have made with pleasure, shall be found to be answerable to his wishes, this agreeable consideration will be my best reward. You were indeed so good as to mention, in your letter to me, that a compensation would be made me for my services. I must, however, desire you to believe, that the only compensation which I can receive, is the real satisfaction of showing my desire of usefulness, and of demonstrating to the United States the liberality of those who are connected with the British Government.

I embrace the opportunity, which this business gives me, of assuring you of the sincere respect wherewith I very truly am,

Your most faithful and most obedient servant,

GEO. CHALMERS.

TO SAMUEL BAYARD, Esq. &c. &c.

P.

Note from Judge Pendleton, of Georgia, in respect to the north boundary of Florida.

It appears by what has transpired of the negotiations between the United States and Spain, that our commissioners, as well as those of Great Britain, at the treaty of 1783, took the boundaries of East and West Florida as laid down in the proclamation of the King of England, dated the 7th of October, 1763, to have been the true boundaries of those provinces when they were finally confirmed to Spain in 1783. Mr. Jefferson, I understand, after all his inquiries on the subject, takes the same proclamation as the foundation of our right to extend to the latitude of 31° north. All our writers on that subject, that I have seen, and all our maps, state 31° as our southern boundary, from the same authority. The fact is, that this remained but for a short time the northern boundary of West Florida. In the beginning of the year 1764, Governor Johnstone, the first British Governor of that province, obtained an extension of its northern boundary, and a new commission was sent him. On the first of November, 1764, Governor Johnstone published, by proclamation, his instructions for settling the province, in which he describes the northern boundary of West Florida to be "a line drawn due east from the confluence of the Mississippi and the river Yazoo, which lies in thirty-four degrees north latitude, to the river Appalachicola, or Chatahoochee." The commissions of Governor Elliott,* who succeeded Johnstone, and Chester, who succeeded Elliott, all fixed on the same boundaries, and they granted near one million of acres of the lands lying north of the latitude thirty-one to individuals. It seems probable that neither Mr. Jefferson nor the Spanish ministers were apprized of this extension of the boundaries of West Florida, but have taken them to be as they were by the proclamation of 1763.

[The following note was made by Mr. Jefferson after the paper was printed, by order of the Senate.]

George the Third, by the grace of God of Great Britain, France, and Ireland, King, Defender of the Faith, &c. to our trusty and well beloved James Wright, Esquire, greeting:

Whereas we did, by our letters patent under our great seal of Great Britain, bearing date at Westminster, the fourteenth day of May, in the first year of our reign, constitute and appoint you, the said "James Wright, Esq. to be our Captain General and Governor-in-chief in and over our colony of Georgia, in America, lying from the most northern stream of a river there commonly called Savannah, all along the seacoast to the southward, unto the most southern stream of a certain other great water or river called the Altamaha, and westward from the heads of the said rivers respectively, in direct line to the South seas, and of all that space, circuit, and precinct of lands lying within the said boundaries, with the islands in the sea lying opposite to the eastern coast of the said lands within twenty leagues of the same, for and during our pleasure," as by the said recited letters patent, relation being thereunto had, may more fully and at large appear. Now know you, that we have revoked and determined, and by these presents do revoke and determine, such part, and so much of the said recited letters patent, and every clause, article, and thing therein contained, which doth any way relate to, or concern the, limits and bounds of our said province as above described. And further know you, that we, reposing especial trust and confidence in the courage and loyalty of you, the said James Wright, of our especial grace, certain knowledge, and mere motion, have thought fit to constitute and appoint, and by these presents do constitute and appoint you, the said James Wright, to be our Captain General and Governor-in-chief in and over our colony of Georgia, in America, bounded on the north by the most northern stream of a river there commonly called Savannah river as far as the head of the said river, and from thence westward as far as our territories extend; on the east, by the sea coast from the said river Savannah to the most southern stream of a certain other river called Saint Mary, including all islands within twenty leagues of the coast lying between the said rivers Savannah and Saint Mary; and on the south by the said river Saint Mary, as far as the head thereof, and from thence westward as far as our territories extend by the north boundary line of our provinces of East and West Florida; and we do hereby declare, ordain, and appoint that you, the said James Wright, shall and may hold, execute, and enjoy the office and place of our Captain General and Governor-in-chief in and over our colony of Georgia, limited and bounded as above described; together with all and singular the powers and authorities contained in our said recited letters patent, under our great seal of Great Britain, bearing date at Westminster, the fourth day of May, in the first year of our reign, except as are herein excepted, for and during our will

* See Elliott's commission, page 57, reciting Johnstone's commission in terms the reverse of what is here stated.

and pleasure. In witness whereof, we have caused these our letters to be made patent. Witness our seal at Westminster, the twentieth day of January, in the fourth year of our reign.

By writ of privy seal.

YORK & YORK.

[Stamp 40s.]

[Great seal of Great Britain.]

GEORGIA, *Secretary's Office, 14th April, 1797.*

The foregoing contains a true copy from commission book B, fo. 140.

HORATIO MARBURY, for
JOHN MILTON, Jr.

An extract from the instructions to the British Governor of West Florida, Peter Chester, taken from an authentic copy now in the possession of Philip Livingston, Esq. of New York, who was Secretary of that province under Governor Chester, viz:

"G. R. Instructions to our trusty and well beloved Peter Chester, Esq. our Captain General and Governor-in-chief in and over our province of West Florida, in America, and all other our territories dependent thereon. Given at our court of St. James's, the 2d day of March, 1770, and in the tenth year of our reign.

1. "With these our instructions you will receive our commission, under our great seal of Great Britain, constituting you our Captain General and Governor-in-chief in and over our province of West Florida, in America, bounded to the southward by the gulf of Mexico, including all islands within six leagues of the coast, from the river Appalachicola to lake Pontchartrain; to the westward, by the said lake, the lake Maurepas, and the river Mississippi; to the northward, by a line drawn due east from the mouth of the Yazoo river, where it unites with the Mississippi, due east to the Appalachicola."

4th CONGRESS.]

No. 22.

[1st SESSION.]

RESERVATIONS IN OHIO.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, MAY 3, 1796.

Mr. MADISON, from the committee appointed to inquire into, and make a statement of, the number of lots of land, together with the number of acres they contain, as near as may be, that are reserved for the future disposition of Congress, in the sale of the lands made to the Ohio Company and others, and to consider the expediency for Government, at this time, to make provision for the sale thereof, made the following report:

That they have made such inquiry as in their opinion was necessary to enable them to make the statement required, which, however, if not with the greatest degree of precision, yet, perhaps, sufficiently so for the House to act upon.

The committee find that there have been, by letters patent, under the signature of the President of the United States, granted to Rufus Putnam, Manassah Cutler, Robert Oliver, and Griffin Green, in trust for the persons composing the Ohio Company, nine hundred and thirteen thousand eight hundred and eighty-three acres of land, making thirty-nine townships and two-thirds of a township within a small fractional part; in each of which townships three lots of six hundred and forty acres each, for the future disposition of Congress, making in the whole seventy-six thousand one hundred and sixty acres. In the lands granted by letters patent to John Cleves Symmes and his associates, amounting to three hundred and eleven thousand six hundred and eighty-two acres, making thirteen and a half townships and a small fractional part, in each of which townships there are similar reservations, and which amount in the whole to twenty-five thousand nine hundred and sixty acres, making a reservation of one hundred and two thousand one hundred and twenty acres, laid out in lots of six hundred and forty acres each, subject to the disposition of Congress. Your committee having taken into consideration the situation of those reserved lots of land, are of opinion that the public interest will be more promoted by postponing the sale thereof to a future period than by offering of them for sale at the time.

4th CONGRESS.]

No. 23.

[1st SESSION.]

CONTRACT WITH JOHN CLEVES SYMMES.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, ON THE 5TH OF MAY, 1796.

The ATTORNEY GENERAL respectfully reports to the House of Representatives of the United States:

That, in obedience to their resolution of the 22d of April last, he has examined the several matters set forth in their resolution, bearing date the 8th day of March last, and is of opinion that the contract, bearing date the 15th day of October, in the year 1788, between the Commissioners of the late Board of Treasury and John Cleves Symmes, for a tract of land situate in the northwestern territory, has not been completely fulfilled; that it appears to have originated from certain proposals of the said John Cleves Symmes to Congress, which were agreed to by their resolution of the 2d of October, in the year 1787, and to have been made in pursuance of that resolution, and another, bearing date the 23d day of the same month; that, substantially, the terms of it were assimilated to those of the con-

tract with Cutler and Sargent; and the United States having, in the year 1793, accepted the whole proportion, payable in military land rights, of the whole quantity of land contained in the contract, and also having passed a law, in 1792, respecting the locality of the tract, thereby allowing the boundaries to be changed, appear, by those acts, to have recognized and confirmed the special terms of the original contract, the nature of which has not been altered by any acts of the parties, so as to render the further interference of Government unnecessary; but, on the contrary, it is indispensably necessary that a law be passed before the thirtieth day of next September, authorizing the President of the United States to reserve, for their use, forever, one mile square, within the distance of four miles of the mouth of the Great Miami, and to cause the same to be surveyed, marked, and located, by some person to be appointed by him; and also authorizing the President of the United States to re-convey and release, unto the said John Cleves Symmes, and his associates, in fee simple, within one year after the passing of the said law, the quantity of fifteen acres, heretofore reserved for the use and accommodation of Fort Washington, and the garrison thereof, as will more manifestly appear by reference to the letters patent, dated 30th September, 1794, altering the locality of the lands contained in the original contract.

The Attorney General further reports, that it is necessary, for the completion of the said contract on the part of the United States, that a tract of land, described in the act of the 12th of April, 1792, should be actually surveyed, and the boundaries marked by the geographer, or other officer of the United States, and a map, or plot thereof, returned to the Secretary of the Department of State, who is to be directed to receive it. The period of returning the map, or plot, regulates all the further payments yet remaining to be made by the said John Cleves Symmes, and his associates, and, therefore, it should be returned without delay. Other considerations, pressing for expedition in this business, might be mentioned, if it were necessary.

All which is most respectfully submitted.

CHARLES LEE, *Attorney General.*

MAY 5, 1796.

4th CONGRESS.]

No. 24.

[1st SESSION.]

PRE-EMPTION RIGHTS NORTHWEST OF THE OHIO.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, MAY 12, 1796.

Mr. WILLIAM SMITH, from the committee to whom were referred the petitions of sundry persons claiming pre-emption rights, on the ground of an alleged settlement and improvement, made the following report:

In respect to the petitions of sundry individuals, claiming pre-emption rights on the ground of alleged settlement and improvement, the committee report: That, inasmuch as illegal settlements on the lands of the United States ought not to be encouraged, and, as yielding to the said claims would interfere with the general provisions for the sale of the said lands, in their opinion, the prayer of the said petitions ought not to be granted. In respect to the petition of James Garnett, legatee and executor of James Mercer, deceased, as the subject therein referred to will require more investigation than the lateness of the session will permit, the committee request to be discharged from the further consideration of the same.

4th CONGRESS.]

No. 25.

[1st SESSION.]

SLAVERY, AND THE EXCHANGE OF CERTAIN DONATIONS OF LAND IN THE NORTH-WESTERN TERRITORY.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, MAY 12, 1796.

Mr. COIT, from the committee to whom was referred the petition of John Edgar and others, in behalf of the inhabitants of the counties of St. Clair and Randolph, in the Illinois country, made the following report:

That the petitioners pray for some alteration or modification of that part of the ordinance of Congress, passed on the 13th day of July, 1787, for the government of the territory of the United States northwest of the river Ohio; which declares it as one of the "articles of compact between the original States and the people and States in the said territory, and forever to remain unalterable, unless by common consent; that there shall be neither slavery nor involuntary servitude in the said territory."

The petitioners being only four in number, and producing no power by which they claim to petition, even in behalf of the inhabitants of the said counties; and no evidence appearing of the wishes of the rest of the inhabitants of the said counties; and your committee having information that an alteration of the ordinance, in the manner prayed for by the petitioners, would be disagreeable to many of the inhabitants of the said territory: they have conceived it needless to enter into any consideration of the policy of the measure; being persuaded that, if it could be admissible, under any circumstances, a partial application, like the present, could not be listened to: they are therefore of opinion that this part of the prayer of the petition ought not to be granted.

The petitioners further state that, by a resolve of Congress, passed on the 20th day of June, 1788, provision was made for laying off certain lands to the heads of families residing in the Illinois country; and that a great part, if not the whole, of the locations where the said lands were ordered to be laid out is covered by titles acquired under the ancient Government of the country; and that part of the said locations is rocky and of little value: wherefore, they pray that the said lands may be ordered to be laid out in a different place, and at the public expense.

The committee find that, by the said resolve, the Governor of the territory of the United States northwest of the river Ohio was authorized and directed to lay out, as a donation to each of the families residing in the several villages of Kaskaskia, Kahokia, La Prairie du Rochers, Fort Chartres, and St. Philip's, four hundred acres of land, in three parallelograms, adjoining to the villages of Kaskaskia, La Prairie du Rochers, and Kahokia, and between the river Mississippi and a ledge of rocks which runs from the Kaskaskia to the river Illinois, at the public

expense. That, by an act of Congress, passed on the 3d of March, 1791, the said Governor was authorized and directed to confirm all lands which had been actually improved and cultivated, at Vincennes or in the Illinois country, under a supposed grant of the same, by any commandant or court claiming authority, to make such grant to the persons who have made such improvements, or such parts thereof, as he, in his discretion, might judge reasonable, not exceeding, to any person, four hundred acres; and the said Governor was further directed to lay out the said donation lands agreeably to the said resolve of the 20th of June, 1788.

The committee are not informed that any proceedings have been had under the resolve or act aforesaid, as relative to the people living at Kaskaskia, La Prairie du Rochers, Kahokia, Fort Chartres, or St. Philip's; and are informed by the Governor of the Northwestern territory that the locations pointed out in the said resolve for the said donation lands are nearly, if not entirely, covered by grants made under the ancient Government of the country, or by irregular grants, which are confirmed by the act aforesaid.

By the late Indian treaty, Post Vincennes, on the Wabash, and the lands adjacent, of which the Indian title has been extinguished, and the lands at all other places in the possession of the French people, and other white settlers among them, of which the Indian title had been extinguished, are reserved to the United States; whether the lands on which the petitioners pray to have their donations laid are included within these reservations does not appear with certainty, although it is presumed they are not claimed by any Indian tribe.

It not appearing how much of the lands on which the said donations were originally directed to be laid, is not covered by the said ancient grants, and it being probable that there does not remain uncovered by the said grants a sufficiency for satisfying the said donations, the public faith engaged to the people settled at those villages seems to require that some further provision should be made.

The committee therefore submit the following resolution:

Resolved, That the Governor of the territory northwest of the river Ohio be authorized and directed to cause to be laid out certain donation lands to the inhabitants of the villages of Kaskaskia, La Prairie du Rochers, Kahokia, Fort Chartres, and St. Philip's, in manner as directed by a resolve of Congress, of the 20th of June, 1788, on any lands of equal value with those in the location directed by the said resolve, in the vicinity of those villages, which are the property of the United States, and to which the Indian title has become extinct.

To the Senate and House of Representatives of the United States of America in Congress assembled, the humble petition of the Inhabitants of the counties of St. Clair and Randolph, in the Illinois country, respectfully sheweth:

That the sixth article of compact contained in the ordinance of Congress of 1787, for the government of the territory northwest of the Ohio, which declares "That there shall be neither slavery nor involuntary servitude in the said territory, otherwise than in the punishment of crimes," is, as your petitioners humbly conceive, not only contrary to the promise and assurances made them on behalf of the State of Virginia, by the then Colonel, afterwards Brigadier General George Rogers Clark, on his taking possession of this country, in the name of the said State, whose troops he then commanded, but also contrary to an express fundamental principle in all free countries, "that no ex post facto laws should ever be made."

Your petitioners then were, and now are, possessed of a number of slaves, which the article above recited seems to deprive them of, (perhaps inadvertently) without their consent or concurrence. It may be said, as is the better opinion, that all such as were slaves at the date of that ordinance are to continue so during their lives; but then it is also said that the issue of such slaves born after that period are absolutely free. Your petitioners, however, humbly contend that such after-born issue are as much slaves as those born before, because the owners of their parents have, and, as your petitioners humbly conceive, always had, as fixed and incontrovertible right to, and interest in, the future issue and increase of such slaves as they have to the slaves themselves. That, notwithstanding the articles in the said ordinance are said to be "articles of compact between the original States and the people and States of the said territory," it is, however, a truth that they were made ex parte by the original States only: for sure your petitioners are that, if the people then in the territory had been called upon to make such compact, they never would have consented to enter into one that would deprive them of their most valuable property.

Your petitioners humbly hope, they will not be thought presumptuous in venturing to disapprove of the article concerning slavery *in toto*, as contrary not only to the interest, but almost to the existence of the country they inhabit, where laborers cannot be procured to assist in cultivating the grounds under one dollar per day, exclusive of washing, lodging, and boarding; and where every kind of tradesmen are paid from a dollar and a half to two dollars per day; neither is there, at these exorbitant prices, a sufficiency of hands to be got for the exigencies of the inhabitants, who, attached to their native soil, have rather chose to encounter these and many other difficulties, than, by avoiding them, remove to the Spanish dominions where slavery is permitted, and consequently the price of labor much lower.

Your petitioners do not wish to increase the number of slaves already in the dominions of the United States; all they hope for or desire, is, that they may be permitted to introduce from any of the United States such persons, and such only, as by the laws of such States are slaves therein. This request your petitioners humbly hope will not be objected to as unreasonable, even by the greatest opposers to slavery, seeing they do not pray for the introduction of any foreign slaves into the territory.

It is laid down by Blackstone, in his Commentaries, vol. 1, pages 424, 425, "That a slave or negro, the moment he lands in England, becomes a freeman; that is, the law will protect him in the enjoyment of his person and property. Yet with regard to any right which the master may have acquired to the perpetual service of John or Thomas, this will remain exactly in the same state as before: for this is no more than the same state of subjection for life, which every apprentice submits to for the space of seven years, or sometimes for a longer term. And whatsoever service a negro owed to his American master, the same is he bound to render when brought to England." It may then be clearly deduced from the above authority, that any person purchasing, or otherwise acquiring a slave in any of the States, is entitled to his perpetual service in this territory as a servant; but as a diversity may happen in the opinions of different judges, your petitioners therefore humbly desire and request, should it, in the wisdom of Congress, be thought unadvisable to repeal the article concerning slavery *in toto*, that a law may be passed declaratory of the above maxim laid down by Blackstone, but under such regulations as may be thought necessary; and that in such case, it may be thereby declared how far, or for what period of time, the masters of servants are to be entitled to the service of the children of parents, born during such servitude, as an indemnity for the expense of bringing them up in their infancy.

This mode, it is humbly conceived, will obviate any objections that may be made to the continuation or introduction of slavery into the territory, even by its most strenuous opposers; will undoubtedly ameliorate the condition of those, who, being slaves in the United States, may be so fortunate as to be brought into the territory as servants for life; and will be the means, perhaps, in a great degree, of attaining that object so much wished for by some—"a gradual abolition of slavery."

And your petitioners further beg leave to represent, that the resolves of Congress, of 20th June and 29th August, 1788, making a donation of four hundred acres of land to each of those who were heads of families in the Illinois country in the year 1783, does, generally speaking, direct the same to be laid off on lands the private property of different inhabitants in the respective villages therein, who claim the same, by virtue of grants made thereof, in fee by the former Governments of the country; and that especially, every foot of land (Fort Chartres excepted) between the ridge of rocks and the river Mississippi, and between the mouth of the river Kaskaskia and the villages of Kaskaskia, Prairie du Rochers, and St. Philip's, and for several miles upwards, is private property, the same having, as before mentioned, been granted and conceded in fee by authority of the French Government, and now owned and occupied by divers private individuals. And they beg leave also to observe, that the lands on the face of the said

ridge of rocks, and for some distance in rear, are broken limestone lands, full of sink holes, with, in general, but a very thin soil, and in many places none at all, the rocks appearing on the surface, so that they are not of any present value or utility: that there is, however, a body of good farming lands on the Kaskaskia river, a few miles above the village of that name, at a place called "the Long Prairie," where they would wish to lay their donation lands on, and as it was the humane intention of the then Congress to give such of your petitioners as are entitled thereto such lands as would prove a resource to them, whenever the Indian trade should be exhausted, and which is now in a manner entirely decayed, they cannot but hope, but that they will be permitted to lay the same at that place, the Indian titles to which, they are credibly informed, are extinguished. This method of laying off the donation lands in one compact body will, they humbly submit, be more beneficial to the United States, than laying them off, according to the last law, in four different bodies, for the four respective villages.

And your petitioners further show, that, by a late law of the United States, it is ordained, that the expense of surveying the lands belonging to the inhabitants of Vincennes should be defrayed by the public; and as the same reasons which conduced to the making of that law may be equally applied to the Illinois country, they have every reason to hope that no distinction will be made between the inhabitants of both places, and that therefore the beneficial effects thereof will be also extended to them.

Your petitioners therefore humbly pray, that the sixth article of compact in the ordinance of 1787 may either be repealed or altered, so as to give permission to introduce slaves into the said territory from any of the original States, or otherwise; that a law may be made permitting the introduction of such slaves as servants for life, and that it may be enacted for what period the children of such servants shall serve the master of their parents. That the expense of surveying their lands may be paid by the United States; that they may be permitted to lay their donation of four hundred acres of land at the said prairie, called the Long Prairie, and running up the river Kaskaskia, in such form as may be directed by law for quantity; and that they may have such further and other relief in the premises, as to the justice and wisdom of the United States may seem meet. And your petitioners, as in duty bound, shall ever pray, &c.

For and on behalf of the inhabitants of the said counties of St. Clair and Randolph.

JOHN EDGAR,
WILLIAM MORRISON,
WILLIAM ST. CLAIR,
JOHN DUMOULIN.

KASKASKIA, *January 12, 1796.*

4th CONGRESS.]

No. 26.

[1st SESSION.]

MILITARY LAND CLAIMS PRIOR TO THE REVOLUTION.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, MAY 17, 1796.

Mr. TRACY, from the Committee of Claims, to whom was referred the petition of Alexander Fowler, made the following report:

That this petitioner claims a right to locate certain land warrants, now in his possession, on unlocated lands now belonging to the United States in the territory northwest of the Ohio. These warrants he obtained on the 16th day of February, 1781, in Virginia, signed by John Harvie, Register of the Land Office, directed to the principal surveyor of any county within the Commonwealth of Virginia, to the amount of ten thousand acres, on a right he acquired by virtue of a proclamation of the King of Great Britain in 1763; which gave him (the petitioner) a right, as a reduced military officer, to locate lands in any of the then British provinces on the continent of North America.

He further states, that, in the year 1783, he petitioned Congress for a right to locate his warrants in the Western territory, which petition was referred to a committee, who reported a resolution in his favor. He now prays that he may be allowed to locate his warrants in the territory northwest of the river Ohio, in pursuance to the resolution reported by the above mentioned committee.

On an investigation of this claim the committee find, that the King of Great Britain, on the 7th day of October, 1763, issued a proclamation, directing the Governors of the then several provinces on the continent of North America, to grant, without fee or reward, to such reduced officers as had served in North America during the then late war with France, as were actually residing in North America, and should personally apply for the same; to each subaltern officer, two thousand acres, &c. The committee find that this petitioner has in his hands, which are herewith laid before the House, five land warrants, for two thousand acres of land each, signed by John Harvie, Register of the Land Office, directed to the principal surveyor of any county within the Commonwealth of Virginia, dated 16th day of February, 1781; one purporting to have been issued to the petitioner himself, in his own right, and the other four to him as assignee for the several officers therein named, all counting on the proclamation of the King of Great Britain of 1763, and declaring that the petitioner had complied with the act of the Commonwealth of Virginia in such case provided. On the back of these warrants there are endorsements as follow, viz. on one, Alexander Fowler, six thousand acres, entered February 25th, 1783; on another, five thousand acres, entered December 26th, 1783; on another, five thousand acres, entered December 26th, 1783; on another, Alexander Fowler, four thousand acres, entered February 25th, 1782.

Another document attends these papers, which is a certificate of A. Breckenridge, surveyor of Jefferson county, in Kentucky, dated 25th June, 1795, certifying that he did, on the 25th day of April, 1794, put into the hands of James Francis Moore, Esquire, the warrants now presented herewith, and that they were, at that time, unappropriated, and that no land had been, or could be, obtained in that State by virtue of said warrants.

The above statement contains all the facts proved to your committee, together with the proof itself.

The petitioner has further stated that he could not obtain lands on these warrants in Virginia.

From this statement of facts the committee do not conceive themselves justified in granting any thing on this petition. The resolution reported by the committee in 1783, contemplates the petitioner having a right "to locate these warrants, on proving his claim under the proclamation of the King of Great Britain in 1763; and not only on proving the same, but on producing a certificate of his having returned into the Land Office of Virginia those warrants which were issued in consequence of his said claims." All the proof which the committee have been able to extract from the above, is, that in 1781 the petitioner obtained warrants, as has been stated above, for ten thousand acres of land. It is not in proof before the committee, that any timely exertions have been made by the petitioner to obtain lands, or that he has not obtained lands upon them, unless the appearance of the warrants and Breckenridge's certificate shall justify such a conclusion; nor is there proof that the petitioner was a reduced officer. The committee suppose, that when the petitioner had made his option to take land warrants from the State of Virginia, for his claim under any right he might have by virtue of the said proclamation of 1763, his right was satisfied, unless it should appear that, by some mistake, he could obtain no lands by said warrants; which last fact does not appear, and even if it did, his claim would be doubtful; and the committee are convinced there was a sufficiency of the best of lands, which might have been obtained in the then State of Virginia on those warrants.

They are, therefore, of opinion the prayer of this petitioner ought not to be granted.

4th CONGRESS.]

No. 27.

[1st Session.]

CLAIMS OF CERTAIN COMPANIES UNDER A LAW OF THE STATE OF GEORGIA.

COMMUNICATED TO THE SENATE, MAY 20, 1796.

Mr. BURR, from the committee to whom was referred the report of the Attorney General on the 29th April, respecting the lands situated in the southwestern parts of the United States, made the following report:

Whereas, from documents laid before Congress pursuant to a resolution of the 3d day of March, 1795, questions appear to arise as to a claim of the United States, as well of property as jurisdiction, of certain lands within the bounds following, to wit: North by the cession of South Carolina, west by the Mississippi, south by the thirty-first degree of latitude, and east by the river Chattahoochee, and a line from the head thereof due north to the south Carolina cession; the jurisdiction of which territory is also claimed by the State of Georgia, and the property thereof, or of certain parts thereof, as well by the State of Georgia as by certain individuals claiming under the said State; and whereas, it is highly expedient that the rights of the parties as well to property as to jurisdiction, should be ascertained and declared, and that the minds of those claiming or holding should be quieted, and that provision should be made for the temporary government of the inhabitants of the territory aforesaid. It is, therefore, *Resolved*, That the President of the United States be authorized to treat and conclude (subject to the ratification or dissent of Congress) with the State of Georgia, for the cession of the claim of said State to jurisdiction in and over the said territory, and to adopt such measures as to him shall seem expedient (subject to the future approbation of Congress) for ascertaining, declaring, confirming, by an agreement to be entered into between the parties aforesaid, their respective claims to the territory aforesaid. 2d. That as soon as the ratifications of the treaty lately concluded with His Catholic Majesty shall be exchanged, the President of the United States be authorized to establish a temporary Government in and over the inhabitants of all that tract of country lying within the territory aforesaid, and bounded as follows, to wit: West by the Mississippi, north by a line to be drawn due east from the mouth of the Yazoo to the Chattahoochee, east by the Chattahoochee, and south by the thirty-first degree of latitude, conformably with the ordinance of Congress of the 13th day of July, 1787, such temporary government to continue until the end of the next session of Congress, without prejudice to the right of any State or individual whatsoever.

NOTE.—For the report of the Attorney General, see No. 21.

4th CONGRESS.]

No. 28.

[1st Session.]

APPLICATION FOR LAND AT REDUCED PRICES.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, MAY 31, 1796.

Mr. TRACEY, from the committee to whom was referred the petition of Hannibal William Dobbyn, made the following report:

That the petitioner prays for a special license to purchase lands in the Northwestern territory of the United States, at as cheap a rate by the acre as he could have done in 1789, if a land office had at that time been opened.

He applied, he says, to Congress, in 1789, for leave to purchase lands for himself and several others, all reputable people of Ireland, and that a committee was appointed, who reported in his favor, and in consequence, many persons, his associates, sold their property with a view of emigrating to America, and have lived on their capital ever since, in expectation of purchasing lands agreeably to the prayer of the aforesaid petition.

The committee find an application was made to Congress in 1789 by the petitioner, for leave to purchase lands in the Western territory; that a committee reported on the said petition, that liberty should be given to purchase a tract not less than fifty thousand acres in one survey, at a price which was left blank in the report.

That the House took up the same, and made no decision, but referred the whole to the Secretary of the Treasury, in July, 1790;* the Secretary of the Treasury reported on the said petition a general plan for the sale of the Western lands. In this situation the matter has rested until the present application, and no decision has been made by Congress that could relate to the subject, until this session.

The committee are of opinion no discrimination can be made in favor of the present petitioner, and that to allow any person to purchase at a price lower than the general law provides, would be attended with many evil consequences. They are, therefore, of opinion that the prayer of this petition ought not to be granted.

* See No. 3.

4th CONGRESS.]

No. 29.

[1st Session.]

LAND CLAIMANTS IN THE NORTHWESTERN TERRITORY.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, JANUARY 3, 1797.

Mr. GRISWOLD, from the committee to whom was referred the petition of Amos Ailes and others, inhabitants of Red Stone settlement, in the State of Pennsylvania, made the following report:

That the petitioners state in their petition that, in the year 1785, they obtained from the district court at Post St. Vincennes a grant of four hundred acres of land each, and, on the payment of the consideration and fees, the said

court issued patents therefor, which were recorded. That they employed a person to erect a cabin, and to clear and fence a small piece of ground, on each of their lots; that the person whom they employed afterwards fell by the Indians. That, in 1786, they proceeded to the rapids of the Ohio, with an intent to settle said lands, but found the attempt too hazardous. That they have since made two other attempts to settle said lands, but have been prevented by Indian hostilities. That, in 1796, they applied to Governor Sinclair for a confirmation of their titles to said lands, but the Governor, on full consideration, hath declined confirming their titles. They pray for a confirmation of their titles to said lands.

The committee did not find any vouchers accompanying this petition, or any person possessed of vouchers, to establish the facts therein stated; they did not, however, think it necessary to delay their report for the purpose of receiving proofs, as the petition itself, in the opinion of the committee, afforded sufficient consideration on which to ground a report.

The committee have not found any document which authorized the District Court at Post St. Vincennes, in the year 1785, to grant the lands of the United States, or issue patents therefor; they are of opinion that every grant, at that time, by that court was unauthorized and void.

On examining the Journals of Congress, the committee find that measures were adopted, soon after the American war, to quiet ancient settlers in the lands they possessed, in the year 1783, at Post St. Vincennes, and to prevent intruders from possessing the lands of the United States in that vicinity; and, so early as April, 1787, Congress directed a military force to dispossess certain lawless intruders who had taken possession of Post St. Vincennes.

The committee further find that, in March, 1791, Congress passed an act to quiet the ancient settlers at Post St. Vincennes in their lands, and likewise, in the same act, authorized the Governor of the Northwestern territory to confirm to the actual settlers at that place such land or parts thereof as they had obtained by supposed grants from any court claiming authority to make such grants, not exceeding four hundred acres to each settler.

As these petitioners did not come within the provisions of this act, not having been actual settlers at Post St. Vincennes, their claim was rejected by the Governor of the Northwestern territory; and the committee are of opinion that Congress have gone as far in that act to quiet the unauthorized settlements at that place as justice or policy requires, and that the claim of these petitioners, having nothing to support it but a grant issued from a tribunal unauthorized to make it, ought to be rejected.

4th CONGRESS.]

No. 30.

[2d SESSION.]

ILLINOIS AND WABASH LAND COMPANY.

COMMUNICATED TO THE SENATE, JANUARY 13, 1797.

To the Senate and House of Representatives of the United States of America in Congress assembled, the memorial of the Illinois and Wabash Land Company respectfully sheweth:

That your memorialists, with all deference, as becometh good and faithful citizens, have heretofore presented sundry memorials and petitions to Congress, setting forth their claim and title to certain lands lawfully and *bona fide* purchased, as they conceive, from the native lords and absolute proprietors of the soil, under the sanction of the British Government, prior to the Revolution and declaration of American independence; that our first memorial and petition was taken up in the year 1781, by the committee to whom the cessions of New York, Virginia, Connecticut, and the petitions of the Indiana, Vandalia, and the said Illinois and Wabash Land Companies were referred, and a report thereupon made to Congress; but it does not appear that the said report was any further acted upon, under the old confederation, than so far as related to the land cessions of the said three States of New York, Virginia, and Connecticut, the claims of the private companies being postponed or left undetermined; that the Illinois and Wabash company continued to prosecute their claim, by subsequent memorials and petitions to Congress, until the formation and adoption of the present happy constitution of the United States, and then afterwards took an early opportunity to renew their memorials and petitions to the Senate and House of Representatives, recapitulating their former memorials and petitions, and stating anew—

1. That their purchase was made with full notoriety, from Indian tribes, aborigines, and lawful possessors of the soil, who, being free and independent, and having never alienated their property nor the pre-emption thereof, had, at the time of the purchase by your memorialists, an absolute and indefeasible right to sell and convey the same to any persons or companies whomsoever, and that they did sell and convey, accordingly, to your memorialists, no law or prerogative of any power on earth prohibiting, or having a right to prohibit them, by treaty or conquest, or otherwise, in their transactions or doings.

2. That the said purchase was made antecedent to the American Revolution, in open council, at a public treaty held under the sanction and authority of the Crown of Great Britain, and when it was well understood that such purchase was lawful from any of the native lords of the soil (the Six Nations only excepted, who had sold the right of their territory to the Crown of Great Britain.)

In support of this doctrine your memorialists submitted to the committees of both Houses of Congress the following law documents, as set forth more at large in the printed state of their case, which accompanies this memorial, viz:

The great Crown lawyers of England, Pratt, Yorke, and Dunning, two of whom were afterwards Lords Chancellors of the realm, gave their opinion to the Crown as followeth, viz:

“That, with respect to such places as have been or shall be acquired by treaty or grant from any of the Indian Princes or Governments, even the King's letters patents or confirmation was not necessary, the property of the soil vesting in the grantees by the Indian grants, subject only to His Majesty's right of sovereignty over the settlements, as English settlements, and over the inhabitants, as English subjects.”

In the famous case of Major Mason's purchase of the Mohegan Indians, on the 15th of August, 1659, (which was litigated for near seventy years, and at last determined in England before the highest appellate judicature for the colonies) the greatest law characters, (some of whom have been mentioned before) such as Yorke, De Grey, Dunning, Jackson, Wedderburne, &c. being concerned, it was agreed in every stage of the transaction, and decided, after repeated hearings, “that the royal grant, subsequent to Mason's purchase from the natives, could give no legal title to the lands in dispute; and, although a title might have been unquestionably derived under the charter of Connecticut, and subsequent patents from the colony, yet that title was deserted by the counsel on both sides, and the title to the lands established upon the foundation of the Indian deeds, and the conveyance made by Major Mason to the colony, (although the deeds from the Indians appeared to be attended with many exceptionable circumstances) and the payment of the consideration to the natives, at such distance of time and place, could not be fully proved.”

That the purchase made by your memorialists was not only notorious and of recent date, has been stated above; and the consideration specified in the deeds was *bona fide* paid by the company, in open council, at the said public

treaty, the receipt thereof publicly acknowledged in the body of the deeds then publicly executed, and the deeds themselves acknowledged and recorded, in the proper places of record in the country, according to law, in the Government then existing.

That the consideration paid (besides many valuable presents made during the treaty) exceed in value what had ever before been paid for any similar purchase, by States or individuals, and the receipt of the same as well as the validity of the purchase never denied, but on all subsequent public occasions constantly acknowledged by the said tribes and nations, and their descendants, to the present day. Nor have any other nation or nations, tribe or tribes of Indians, set up or pretended any right or claim to the lands in question, nor any State or individual citizen or citizens to the pre-emption right of the same.

That such being the state of your memorialists' claim and title prior to the declaration of the independence of the United States, they conceive their rights remain sound and unforfeited, and have never been relinquished under the Revolution, nor can be touched by any *ex post facto* ordinance or law, but continue unimpeached and upon the same basis of law and equity as they were under the British Government prior to the Revolution, saving to the United States the sovereignty over the citizens and settlers in point of jurisdiction and Government.

That your memorialists, nevertheless, considering the extent of their purchase and title, and that from reasons of policy and public good, States as well as individual companies and societies may and ought to accommodate their interests to the interests and good order of the General Government; and, considering further, that subsequent negotiations with the native Indians, notwithstanding the alienation of their property, may be necessary, in order to a complete settlement of their country, with their perfect consent, so far as sold and alienated, your memorialists, in their last (in part) recited memorial proposed "to surrender and convey to the United States the lands described or meant to be described in their deeds from the Indians, on the proviso that the United States re-convey one-fourth part of the said lands to the company, according to such location or locations of the same as may be reasonably agreed upon, whereby the United States may derive from the true and native proprietors of the soil a just and absolute title to a large and valuable tract of country not otherwise treated for nor purchased by them, nor the pre-emption thereof, and this without any new purchase or consideration, except so far as is usual in the recognition of purchases, and brightening the chain of friendship at subsequent treaties."

That, in pursuance of our former memorial to the effect above stated, the Senate and House of Representatives appointed committees of their respective bodies to take the same into consideration, and report thereon; that the said committees having met jointly and heard them, (your memorialists) were pleased to report separately, viz:

The committee of the Senate reported as followeth, viz:

"The committee of the Senate, to whom was referred the memorial of the Illinois and Wabash Land Companies, report:

"That the claims of the petitioners are founded on two deeds mentioned in the said petition: one of which to William Murray and others, who are called the Illinois Company, is dated July 5th, 1773, and the other to Lord Dunmore and others, who are styled the Wabash Company, bears date October 18th, 1775.

"That the said petitioners have proposed to surrender and convey to the United States all the lands described, or meant to be described, in the abovementioned deeds from the Indians, on the proviso that the United States re-convey to the company one-fourth part of the said lands.

"That, in the opinion of the committee, deeds obtained by private persons from the Indians, without any antecedent authority or subsequent confirmation from the Government, could not vest in the grantees mentioned in such deeds a title to the lands therein described.

"That the petitioners do not suggest any such antecedent authority, or subsequent confirmation, in the present case; and, therefore, in the opinion of the committee, the said petitioners have not a legal title to the said lands.

"That the proceeds of the sales of lands in the Western territory belonging to the United States are appropriated towards discharging the debts for the payment whereof the United States are holden.

"The petitioners allege that the considerations specified in the said deeds were paid to the Indians, and were, at least as valuable as any that were given on similar occasions, and that the Indians named in the said deeds were owners of the land.

"On these points the committee give no opinion; but, for the reasons above expressed, they think it would not be expedient for the Government of the United States to accede to the aforementioned proposition of the petitioners."

The committee of the House of Representatives reported as followeth, viz:

"The committee to whom was referred the memorial of the Illinois and Wabash Land Companies, report:

"That the claims of the petitioners are founded on two deeds mentioned in the said petition, one of which, to William Murray and others, who are called the Illinois Company, is dated 5th July, 1773, and the other to Lord Dunmore and others, who are styled the Wabash Company, bears date October 18th, 1775.

"That the said petitioners have proposed to surrender and convey to the United States all the lands described or meant to be described in the abovementioned deed from the Indians, on the proviso that the United States re-convey to the company one-fourth part of the said lands.

"And that, in the opinion of the committee, the said deeds having been given by the Indians, proprietors of the soil, before the declaration of the independence of the United States, for a valuable consideration, *bona fide* paid, are sufficient to extinguish the Indian title to the lands therein described.

"And, therefore, that, on principles of justice and equity, the United States should agree to the proposal aforesaid, made by the petitioners."

The foregoing reports have not yet been taken into discussion by either House of Congress, and your memorialists cannot help being urgent that a decision should be speedily had, as the original cost and interest, exclusive of the consideration money to the Indians, amounts to forty thousand pounds sterling, at least.

The report of the committee of the House of Representatives is, "That on the principles of equity and justice the United States should agree to our proposal." The report of the committee of the Senate is, that "deeds obtained by private persons from the Indians, without any antecedent authority or subsequent confirmation from the Government, vest no title in the grantees." This, we have already shown, from the highest law authorities, was not the doctrine under the Government of Great Britain at the time of the purchase, and that no antecedent authority nor subsequent confirmation was necessary for that Government, except in the case of the Six Nation Indians, who alone had sold their pre-emption rights to that Government.

Your memorialists, therefore, anxious that this business should be brought to a speedy decision, comporting with the magnanimity of the United States and justice to all their citizens, respectfully pray that the reports of the committees aforesaid may be now taken up in their respective Houses, in order that, if a compromise cannot be made, agreeably to the principles of the memorial and the report of the committee of the House of Representatives, the Congress may, in their wisdom and justice, devise some method for a judicial decision of the principle on which the report of the committee of the Senate is founded. And your memorialists shall ever pray, &c.

By order and on behalf of the company.

JAMES WILSON, *President*.

NOTE. This memorial was referred to a committee consisting of Messrs. Ross, Livermore, Tracy, Tazewell, and Stockton, and on the 3d February, 1797, Mr. Ross reported "That it will be expedient to adopt the report of the committee of the Senate of the United States, made upon the memorial of this Company on the 26th of March, 1792." (See No. 11.) On this report the Senate passed the following resolution: (February 16, 1797) "Resolved, That the report be adopted."

4th CONGRESS.]

No. 31.

[2d Session.

EXTENSION OF CREDIT ON LANDS SOLD.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, ON THE 30TH DAY OF JANUARY, 1797.

Mr. NICHOLAS made the following report:

The committee appointed to inquire into the progress made in carrying into effect the act, entitled "An act providing for the sale of the lands of the United States, in the territory northwest of the river Ohio, and above the mouth of Kentucky river," and, also, whether any, and what alterations may be necessary in the same,

Beg leave to refer to a letter from the Secretary of the Treasury, and sundry papers accompanying the same, for information respecting the proceedings under the said law; and are of opinion that it is expedient to extend the time of credit directed by the said law; and therefore submit the following resolution to the consideration of the House:

Resolved, That the act, entitled "An act providing for the sale of the lands of the United States, in the territory northwest of the river Ohio, and above the mouth of Kentucky river," ought to be amended so as to require only one-fifth of the amount of any purchase money, including the deposit, to be paid within thirty days from the sale, and to require the payment of the residue of any purchase money only in four equal annual sums.

TREASURY DEPARTMENT, January 24, 1797.

Sir:

In reply to your letter of the 11th, transmitting the resolution of the House of Representatives, of the 5th instant, I have the honor to inform you, that as soon as the surveys and documents could be collected and arranged, relative to the seven ranges of townships, which were surveyed in pursuance of an ordinance of Congress, passed on the 20th of May, 1785, measures were taken for executing the directions contained in the act of the last session, passed on the 18th day of May, 1796.

The papers marked A and B, herewith transmitted, are copies of the notifications which were published in each of the States. The map C contains a specification of the lots sold in New York, those reserved by the United States, and those directed to be sold at Pittsburg and Philadelphia.

The accounts of sales at Pittsburg have not been adjusted: from the returns received, it appears that nearly forty-nine thousand acres were sold, subject to the conditions of the law. The amount of the sales is reported to be one hundred and twelve thousand one hundred and thirty-five dollars and forty-five cents, of which forty thousand six hundred and sixteen dollars and fifty-eight cents have been received. It is represented that some forfeitures have occurred, and that more may be expected; the result cannot be known until the accounts shall have been adjusted. The enclosed statement, marked D, by the auditor, exhibits a general view of the returns already made to the treasury.

The whole of the sections were repeatedly exposed to sale, at Pittsburg, but without success, further than has been mentioned; the actual sales were confined to sections near the river Ohio.

The quarter townships, directed to be exposed for sale in Philadelphia, have been repeatedly offered since the 4th instant, but without the least success.

Indeed, it is now certain that none of the quarter townships will be sold.

The resignation of Mr. De Witt, who was first appointed Surveyor General; the unavoidable delays which attended a designation of his successor; the want of an appropriation of money; and the constant pressure of more urgent business, have delayed any definitive arrangements, in respect to the new surveys directed by the act of Congress; they are expected to be completed, however, during the present winter.

In the surveys made pursuant to the ordinance of May 20, 1785, only the *external* lines of the townships were surveyed; the *interior divisions into sections* were never actually run; of course, the quantities of land in the fractional townships and sections are no otherwise known than by a calculation by a geometrical scale. This calculation cannot be accurate. To prevent future complaints of deception by the public, this circumstance was publicly announced at Pittsburg, at the time of sale.

It is alleged by some, that the price of two dollars is above the value of the lands, especially for such considerable tracts as quarter townships; this opinion, and the present scarcity of money, are the causes which prevent sales.

I apprehend that the purchasers of sections, and fractions of sections, will be exposed to great trouble in ascertaining the situation of their lands, owing to the defective plan upon which the surveys were made, under the ordinance of 1785. This tends to discourage purchasers, not resident in the neighboring country, and to expose the lands belonging to the United States to the hazard of intrusive settlements.

I have the honor to be, very respectfully, sir, your obedient servant,

JOHN NICHOLAS, Esq.

Chairman of a Committee of the House of Representatives.

OLIVER WOLCOTT, Jun.

Secretary of the Treasury.

4th CONGRESS.]

No. 32.

[2d Session.

ILLINOIS AND WABASH LAND COMPANY.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, ON THE THIRD DAY OF FEBRUARY, 1797.

Mr. JEREMIAH SMITH made the following report:

The committee to whom was referred the memorial of the Illinois and Wabash Land Companies, recalling to the view of Congress their former memorial, and the reports of the committees of the Senate and House of Representatives thereon, have met a committee of the Senate, appointed on the same subject, and, after hearing the agents of the said companies, both committees have agreed to the following report:

That it will be expedient to adopt the report of the committee of the Senate of the United States, made on the petition of the said companies, on the 26th of March, 1792, as follows:

"The committee of the Senate, to whom was referred the memorial of the Illinois and Wabash Land Companies, report:

"That the claims of the petitioners are founded on two deeds mentioned in the said petition: one of which to William Murray and others, who are called the Illinois Company, is dated July 5, 1773; and the other to Lord Dunmore and others, who are styled the Wabash Company, bears date October 18, 1775.

"That the said petitioners have proposed to surrender and convey to the United States all the lands described, or meant to be described, in the above mentioned deeds from the Indians, on the proviso that the United States re-convey to the company one-fourth part of the said lands.

"That, in the opinion of the committee, deeds obtained by private persons from the Indians, without any antecedent authority, or subsequent confirmation from the Government, could not vest in the grantees mentioned in such deeds a title to the land therein described.

"That the petitioners do not suggest any such antecedent authority, or subsequent confirmation, in the present case; and, therefore, in the opinion of the committee, the said petitioners have not a legal title to the said lands.

"That the proceeds of the sales of lands in the Western territory belonging to the United States are appropriated towards discharging the debts for the payment whereof the United States are holden.

"The petitioners allege that the considerations specified in the said deeds were paid to the Indians, and were at least as valuable as any that were given on similar occasions; and that the Indians named in the said deeds were owners of the land.

"On these points, the committee give no opinion; but, for the reasons above expressed, they think it would not be expedient for the Government of the United States to accede to the aforementioned proposition of the petitioners."

The committee, therefore, report the following resolution:

Resolved, That the prayer of the memorial of the said Illinois and Wabash Land Companies, cannot be granted.

4th CONGRESS.]

No. 33.

[2d Session.]

CONTRACT WITH JOHN CLEVES SYMMES.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, FEBRUARY 9, 1797.

Mr. GALLATIN made the following report:

The committee to whom were referred the memorial of John Cleves Symmes, and the report of the Attorney General,* relative to the contract entered into between the said Symmes and the United States, for some Western lands, report the following statement of facts:

On the fifteenth of October, one thousand seven hundred and eighty-eight, the late Board of Treasury, by virtue of resolutions of Congress of the twenty-third and twenty-seventh of July, and twenty-third of October, one thousand seven hundred and eighty-seven, contracted with John Cleves Symmes and his associates, for a grant of a tract of land lying in the Western country, and bounded westwardly by the Great Miami, southwardly by the Ohio, eastwardly by a line beginning on the Ohio, at a spot twenty miles distant, and above the mouth of the Great Miami, and extending from the said spot, in a course parallel with the general course of the Great Miami, and northwardly by a line running due east and west, from the last mentioned line to the Great Miami, so as to include one million of acres, reserving, however, five lots out of each township, contained in the said million of acres, and agreeing that the United States should cause the said tract to be surveyed, and the boundary lines of the same to be plainly marked; a plat thereof to be returned to the Board of Treasury, and a counterpart of the same to John Cleves Symmes. For which tract the said John Cleves Symmes agreed to pay at the rate of two-thirds of a dollar per acre (an allowance of one-third of a dollar being made from the sum of one dollar per acre for bad lands and incidental charges) for such quantity of land as should be found to be comprised in the said tract, after deducting the lots to be reserved as aforesaid. The sum of eighty-two thousand one hundred and ninety-eight dollars, (one-seventh in military rights, and the residue in public securities of the United States) had been paid into the treasury of the United States by the said Symmes, before the sealing of the contract, and the remainder was to be paid in manner following, that is to say: the sum of eighty-two thousand one hundred and ninety-eight dollars within one month after the said plat should have been delivered, and the lines and boundaries of the said tract ascertained, as aforesaid, and the residue in six equal payments, to be respectively made at the expiration of six months, one year, eighteen months, two years, two years and a-half, and three years after the delivery of the said plat; the said payments to be made in gold or silver, or securities of the United States; provided that, if such payments, or any part thereof, were made in securities, only the principal sums therein specified should be applied to such payments, the said Symmes agreeing to take indents for the interest that might be due thereon, prior to the completion of the plat aforesaid, and that the interest which might have accrued upon the same, after the date of the completion of the said plat, should be the property of the United States, without any allowance to the said Symmes for the same, and should be paid and allowed to the said United States: And provided also, that one equal seventh part of the said payments might be made in rights for bounties of lands, by rendering the same acre for acre, instead of gold or silver, or public securities. It was further agreed, that the said John Cleves Symmes should, at his expense, within seven years after the delivery of the said plat, subdivide the whole of the same tract into townships and lots; that he should have a right to take immediate possession of a part of the same tract, bounded on the river Ohio, including one hundred and twenty-three thousand two hundred and ninety-seven acres; (still excepting the lots reserved as aforesaid) that, upon his making the payment of eighty-two thousand one hundred and ninety-eight dollars, specified to be made within one month after the delivery of the plat aforesaid, he should receive a conveyance in fee simple from the United States, for two hundred and forty-six thousand five hundred and ninety-four acres, part of the said tract of land, and that, upon every remaining payment being made, he should receive a similar conveyance for a further proportional part of the said tract.

By a resolution of Congress, passed the twelfth of August, one thousand seven hundred and ninety, the Secretary of the Treasury was authorized to direct the making any surveys that remained to be made so as to comply, on the part of the United States, with several contracts made with the late Board of Treasury, for lands in the Western territory: and, on the twentieth of November, one thousand seven hundred and ninety, the late Secretary of the Treasury did accordingly commit to Mr. Israel Ludlow, the making, amongst others, of the survey of the tract contracted for with Mr. Symmes. But, owing to a variety of incidents and disappointments, caused by the Indian war, detailed in Mr. Ludlow's letter, to the Secretary of the Treasury, dated the sixth of May, one thousand seven hundred and ninety-two, he had not been able, at that time, to complete the survey. But it appeared that the line intended for the eastern boundary of the survey would cross several times the Little Miami, and interfere with the tract of land reserved by the State of Virginia; and on the other hand, Mr. Symmes had taken possession of, and, in a great degree, sold a tract not included within the boundaries of his contract, and extending from the upper limit of the same, on the Ohio, up and along the said river to the mouth of the Little Miami.

*See No. 23.

By an act of Congress, passed the twelfth of April, one thousand seven hundred and ninety-two, the President of the United States was authorized, at the request of John Cleves Symmes, or his agent, to alter the contract above mentioned for the sale of a tract of land of one million of acres, in such manner, that the said tract might extend from the mouth of the Great Miami, to the mouth of the Little Miami, and be bounded by the river Ohio on the south, by the Great Miami on the west, by the Little Miami on the east, and by a parallel of latitude on the north extending from the Great Miami, to the Little Miami, so as to comprehend the proposed quantity of one million of acres, provided that the northern limits of the said tract should not interfere with the boundary line established by the treaty at Fort Harwar between the United States and the Indians.

On the eleventh of April, one thousand seven hundred and ninety-two, a petition was presented to Congress, signed "John Cleves Symmes, by Jonathan Dayton, his agent, and one of his associates," stating, that from the advanced price of certificates, resulted the impossibility of a strict fulfilment of the contract, and requesting that a title might be made to him for so much of the land as had already been paid for, and that he might be indulged with terms as favorable as those granted to the Ohio Company.

And by another act of Congress, passed the fifth of May, one thousand seven hundred and ninety-two, the President of the United States was authorized to grant, in fee simple, to John C. Symmes, and his associates: First, as much land as the payments already made by them, under their contract aforesaid, would pay for, estimating the lands at two-thirds of a dollar per acre: Secondly, one other tract of one hundred and six thousand, eight hundred and fifty-seven acres; provided, that the said Symmes, his agents or associates, should pay, within six months, warrants which issued for army bounty rights, sufficient for that purpose, according to the provisions of the resolves of Congress, of the twenty-third of July and second of October, one thousand seven hundred and eighty-seven: and thirdly, a township of six miles square, in trust for the use of an academy, agreeably to a clause of the original contract.

The care of making the survey, in conformity to the act of Congress of the twelfth of April, one thousand seven hundred and ninety-two, was, on the twenty-fifth of November, ensuing, committed by the late Secretary of the Treasury, to Mr. Israel Ludlow, and this last, by a letter, dated the tenth of July, one thousand seven hundred and ninety-three, informed the Secretary that he had carried into effect, as far as practicable, his instructions, having completed the survey of the tract contained between the two Miami rivers, extending as far northwardly as the head of Little Miami, and had found that little more than five hundred thousand acres were included therein. The plat of the survey itself, as returned to the Treasury Department, and bearing date the tenth of January, one thousand seven hundred and ninety-four, is certified by Mr. Ludlow to have been made, according to the said act of the twelfth of April, one thousand seven hundred and ninety-two, and to contain five hundred and forty-three thousand nine hundred and fifty acres, within the boundaries designated by that law. No document has been furnished to the committee showing that the counterpart of the plat was officially delivered to Mr. Symmes, although it appears that he is at present possessed of it.

On the 8th of June, one thousand seven hundred and ninety-three, Mr. Symmes, by a letter to the late Secretary of the Treasury, declared, that he agreed to alter the contract, in the manner proposed in the act of Congress of the 12th of April, one thousand seven hundred and ninety-two, and, on the 29th September, one thousand seven hundred and ninety-four, he formally requested the President, that the said contract should be altered, so as to include *only* the tract mentioned in the act of the 12th of April, one thousand seven hundred and ninety-two, butted, bounded, and described, as in the said act was set forth; and at the same time he, for himself, his associates, and their heirs, remised, released, and quitted claim unto the United States, all right, title, interest, claim, and demand whatever, in and to so much of the lands contained and included within the bounds and limits described in the first contract, as is not contained, *meant, and intended to be contained and included* within the bounds and limits designated by the abovementioned act of Congress of the 12th of April, one thousand seven hundred and ninety-two. On the 30th of September, one thousand seven hundred and ninety-four, the President of the United States, by his letters patent, assented to the alteration; and on the same day, in conformity to the act of Congress of the 5th of May, one thousand seven hundred and ninety-two, he also granted to the said Symmes, and his associates, all that tract of land bounded on the south by the river Ohio, on the west by the Great Miami, on the east by the Little Miami, and on the north by a parallel of latitude to be run from the Great Miami to the Little Miami, so as to comprehend three hundred and eleven thousand six hundred and eighty-two acres, reserving five lots out of each township contained in the said tract, and further declaring that one complete township of six miles square, to be located nearly in the centre of the tract thus granted, was granted, and should be held in trust, for the sole purpose of erecting an academy and endowing the same; the said parallel of latitude forming the boundary of the tract, thus granted, to be run within five years, by the said Symmes, from certain points which shall have been ascertained by Israel Ludlow, on the two Miamis, according to the survey returned to the Treasury Department, on the 24th of March, one thousand seven hundred and ninety-four.

Upon a consideration of those facts, the committee are of opinion—

1st. That the application made by Mr. Symmes to have the original boundaries altered, in conformity to the act of the 12th of April, one thousand seven hundred and ninety-two (which application was made more than nine months after the return of the survey ascertaining the quantity of land contained within the boundaries designated by that act) and his release of all the lands not included within the new limits set forth in that law, are a complete relinquishment of all the lands not contained in Mr. Ludlow's survey returned to the Treasury Department, and that he has no claim whatever, either in justice or equity, to any part of the land out of the said survey.

2dly. That, although Mr. Symmes has made no payment since the completion of the survey, yet as he never has formally relinquished his claim to the lands contained within the same, and as there is no proof of the counterpart of the plat having been formally delivered to him, he still preserves an equitable claim on two hundred and thirty-two thousand two hundred and sixty-eight acres, being that part of Mr. Ludlow's survey not included in the patent already granted to Mr. Symmes; from which quantity must, however, be deducted as usual, the lots reserved by the original contract.

The committee further state, that, in settling the accounts of Mr. Symmes and associates, at the time the patent aforesaid, for three hundred and eleven thousand six hundred and eighty-two acres, was granted to them, they were credited by ninety-five thousand two hundred and fifty acres, in army land warrants, at the rate of one dollar per acre, and having been charged for the lands included in the patent, at the rate of two-thirds of a dollar per acre, according to the terms of the contract, they, in fact, received one hundred and forty-two thousand eight hundred and seventy-five acres for the ninety-five thousand two hundred and fifty acres paid in army land warrants, or at the rate of one acre and a half for every acre in military bounties paid by them. Although this mode of settlement was approved by the then Attorney General, the committee are of opinion, that it was directly in opposition to the original resolutions of Congress, and terms of the contract, by which it is declared, that the purchasers may pay a certain proportion in military bounties, by rendering the same acre for acre; and they further find, by a letter of Mr. Symmes, dated the seventeenth of June, one thousand seven hundred and ninety-one, and by a copy of the propositions and statement of the late Treasury Board to John Cleves Symmes, enclosed in the said letter, that it was well understood by both parties, at the time of making the contract, that the purchaser was to be allowed only one acre for every acre in military bounties paid by him.

The committee also find, that it is essentially necessary, that immediate measures should be taken to locate the township reserved for an academy, which is included in the patent granted to Mr. Symmes and his associates; they therefore submit the following resolution:

Resolved, That a committee be appointed to bring in a bill, authorizing the President of the United States to grant in fee simple, to John C. Symmes and his associates, that part of the tract of land, the boundaries whereof are ascertained by a survey executed in conformity to the act of Congress, entitled, "An act for ascertaining the bounds of a tract of land purchased by John Cleves Symmes," and returned to the Treasury Department, the 10th of January, one thousand seven hundred and ninety-four, which is not included within the bounds of the grant already made on the 30th of September, one thousand seven hundred and ninety-four, to the said John Cleves Symmes

and his associates, excepting and reserving out of the same the lots reserved by the original contract entered into between the United States and the said Symmes and his associates: *Provided*, that the said John Cleves Symmes and his associates shall, previously, in conformity to the terms of the original contract, make the requisite payments for the tract to be granted to them, and for the forty-seven thousand six hundred and twenty-five acres, part of the grant already made to them on the 30th of September, one thousand seven hundred and ninety-four, for which they have not yet paid any consideration. *And provided, also*, That the township reserved for an academy shall have previously been located and secured, according to the terms of the contract, and of the resolutions and law of Congress relative thereto.

4th CONGRESS.]

No. 34.

[2d SESSION.]

CLAIMANTS UNDER JOHN CLEVES SYMMES.

COMMUNICATED TO THE SENATE, FEBRUARY 25, 1797.

To the Honorable the Senate of the United States, the memorial of the subscribers respectfully shows:

That, by the act of 1792, "for ascertaining the bounds of a tract of land purchased by John Cleves Symmes," the said tract is declared to "extend from the mouth of the Great Miami to the mouth of the Little Miami, and be bounded by the river Ohio on the south; by the Great Miami on the west; by the Little Miami on the east; and by a parallel of latitude on the north, extending from the Great Miami to the Little Miami; so as to comprehend the proposed quantity of one million of acres: *Provided*, That the northern limits of the said tract shall not interfere with the boundary line established by the treaty of Fort Harmar."

That, afterwards, it appears Mr. Symmes accepted a patent for three hundred thousand acres of this land, without formally relinquishing his right of pre-emption to the remainder.

That he applied to Congress, during their present session, for a grant of the land so remaining; and that a bill has, in consequence, passed the House of Representatives, intending to vest in him a part *only* of the whole pre-emption he claims; and which bill, should it pass into a law, would prove seriously injurious to your memorialists, who have accepted different releases from Mr. Symmes, of all his right of pre-emption to the following lands lying within the Miami purchase, viz: Those parts of the seventh, eighth, and ninth entire ranges, which lie between the Great Miami and Chillicothe, or Mad river, are released to the subscriber, Peyton Short; and to the subscriber, George Turner, are released the contents of a township in the ninth entire range, bounded westwardly by Chillicothe river: which lands your memorialists have caused to be completely and accurately surveyed; have established, in their respective parts thereof, towns and flourishing settlements, and caused roads of communication to be surveyed and cut. That, in the prosecution of these improvements, your memorialists have severally incurred heavy expenses, as can be made to appear by vouchers in their possession.

That these settlements form the present frontier of the Miami country; and, being but a short distance from Greenville, and other military posts, have proved of real advantage to the public, by furnishing to the army supplies of corn, beef, &c. on cheap terms; and that they are important, besides, to the country in the rear, by contributing to the protection of its inhabitants.

And, lastly, that your memorialists are each allowed, by the abovementioned deeds of release, to accept of a patent for the lands in their own names, without the intervention of Mr. Symmes, on paying the United States for the same the price per acre established by the contract.

Your memorialists, therefore, pray your honorable House to take into consideration the peculiar hardships of their respective cases, and to propose such a modification of the bill, recently passed through the other House, as may entitle your memorialists to patents for the lands in question, upon payment, at a short day, of the contract price for the same.

G. TURNER.
PEYTON SHORT.

Information for the Committee on the Memorial of Judge Turner and Mr. Short.

PHILADELPHIA, February 28, 1797.

I have given to Jonathan Donnel, for surveying and laying off in sections, of one mile square each, a tract of land, lying between the Big Miami and Mad rivers, and containing, by his map, the quantity of eighty-six thousand seven hundred acres, nearly the sum of four hundred dollars. I cannot precisely name the sum, as I have no papers with me relative to that business; not having contemplated that any occurrence might make it necessary for me to produce them in this place.

I have, moreover, established a town on the Big Miami river, about thirteen miles above its confluence with Mad river, to which I have given the name of Livingston, the laying out of which into in and out lots, has cost me a considerable sum of money; and have caused to be cut, from the town of Dayton to the said town of Livingston, a wagon road of about sixteen or eighteen miles in length; the undertaker of which I have not yet fully paid, although I have advanced him upwards of sixty dollars.

As this town was to be the most remote frontier of the Northwestern territory, to encourage settlers thereon, I was under the necessity of giving them a considerable bounty in the lots thereof, and to sell them, of any lands within the aforesaid survey, to the amount of eight sections, above a line to include twenty thousand acres within the confluence of the Big Miami and Mad rivers, their choice at one dollar per acre; which, in the opinion of the best judges on that subject, would be in a ratio of valuation as one dollar is to thirty-three and a third cents; thereby, to a certain extent, reducing the average value of lands purchased by me at sixty-six and two-thirds cents, fifty per cent.; and, in addition to the within recited expenses, making a sacrifice to that amount for the common good of the Western country.

These are things, however, which candor directs me to confess I should not have done, had I considered Judge Symmes's contract as standing on questionable ground. Nor did I ever hear more than a faint rumor on this head, until a few months previous to the present session of Congress.

The lands which I have sold, as marked by asterisks in my map, are the following, viz:

The North half of the	twenty second section, first township, ninth range.
Do.	thirty-third section, second township, ninth range.
Do.	twenty-fifth section, second township, ninth range.
Southwest quarter of the	twenty-third section, first township, ninth range.
Do.	ninth section, first township, ninth range.

Southwest quarter of the seventh section, second township, ninth range.

Do. second section, second township, ninth range.
 Do. thirtieth section, second township, eighth range.
 Do. thirty-third section, second township, eighth range.
 Do. twentieth section, second township, eighth range.
 Do. twenty-first section, second township, eighth range.
 Do. seventh section, second township, ninth range.
 Do. second section, second township, ninth range.
 Do. twenty-eighth section, first township, ninth range.

On the last mentioned section the town of Livingston is established. The other sections, being partly fractional, make up, in the whole, somewhat more than eight entire sections.

The tenor of my contract with the purchasers of the aforesaid sections, (who are now actual settlers) is, to the best of my recollection, in this form:

Received of — the sum of —, in consideration for — section, — township, — range of townships in the Miami purchase; and I do oblige myself, my heirs, &c. so soon as Judge Symmes shall be invested with the fee thereof, under title from the United States, to make, or cause to be made, to the said — a good and sufficient title, in fee simple, for the aforesaid section of land.

PEYTON SHORT.

4th CONGRESS.]

No. 35.

[2d Session.]

CLAIMS ON THE LANDS CEDED BY NORTH CAROLINA.

COMMUNICATED TO THE SENATE, MARCH 1, 1797.

Mr. HILLHOUSE, from the committee to whom were referred the letter and enclosures from the Governor of North Carolina, relative to the extinguishment of the Indian title to lands granted to T. Glasgow & Co. by the State of North Carolina, the address of the Legislature of the State of Tennessee on the same subject, and also the petition of J. Glasgow and others, relative to lands entered in the office of John Armstrong, Esq. and since ceded to the United States, reported:

That the State of North Carolina did, by a law passed on the 2d day of May, 1778, declare the western boundary, or line of said State, comprehending all the lands then claimed to have been ceded by the Indians or conquered from them, which line did not extend so far westwardly or into the Indian country as the present boundary line between the United States and the Indian tribes; declaring all past entries or surveys to be void, and prohibiting all future entries or surveys over and beyond said line, which was also recognized by a law passed the 13th of September, 1780. On the 17th of May, 1783, said State passed a law declaring it expedient to extend the western boundary of said State, and that the same was in and by said law extended to the Mississippi, including the lands in question, and opening a land office for entering and surveying the same for the discharge of certain debts of said State contracted during the late war; excepting from such entry and survey, certain tracts described in said act, and declared to be reserved for the Indians and other special purposes. The entries and surveys which have been made by the claimants on the lands in question, were under said act and an act of the 2d of June, 1784, but it does not appear that the Indian title to said lands has ever been extinguished. The treaty of Hopewell, between the United States and the Cherokee tribe of Indians, made on the 28th of November, 1785, established a line between the United States and said tribe, excluded a large portion of the lands which are claimed to have been entered and surveyed under said acts; at which treaty the agent of North Carolina attended and entered his protest against it as intrenching upon the rights of that State; this treaty was, however, agreed to, and ratified by the United States and said tribe, on the 21st of November, 1789. North Carolina acceded to the present constitution of the United States, and on the 22d of December following, passed an act ceding to the United States all her claim to territory lying west of a certain line, and including all the said lands; in which cession it is, among other things, made a condition, "that all entries made by or grants made to all and every person or persons whatsoever, agreeably to law, and within the limits thereby intended to be ceded to the United States should have the same force and effect as if such cession had not been made; and that all and every right of occupancy and pre-emption, and every other right reserved by any act or acts to persons settled on and occupying lands within the limits of the lands hereby intended to be ceded as aforesaid, shall continue to be in full force, in the same manner as if the cession had not been made, and as conditions upon which the said lands are ceded to the United States; which cession was, by an act of Congress of the 2d of April, 1790, accepted. On the 2d of July, 1791, the treaty of Holston was made with the said Cherokee tribe of Indians; in which the present boundary line between the United States and the said Indian tribe was established, and all the lands lying beyond the said line secured thereby to the said tribe. It appears to the committee that whatever right the claimants have can be no other than a pre-emptive right to said land, and only such of them as by conforming to the laws of the State of North Carolina, so as to have secured to themselves a title under such laws, and cannot claim of the United States any thing more than a confirmation of that title; and, therefore, recommend the following resolution:

Resolved, That as soon as the Indian title to the said lands shall be extinguished under the authority of the United States, by purchase or otherwise, provision ought by law to be made to secure to such of the said claimants, as by conforming to the laws of North Carolina have secured to themselves a title to the right of pre-emption under such laws, the occupancy and possession of such lands.

NOTE.—For the papers referred to in this report, see Indian Affairs, No. 75, page 624.

4th CONGRESS.]

No. 36.

[2d SESSION.

CLAIMS TO LAND IN LUZERNE COUNTY, PENNSYLVANIA.

COMMUNICATED TO THE SENATE, MARCH 2, 1797.

To the Honorable the Senate and House of Representatives of the United States of America in Congress assembled. the petition of the subscribers, holders of land in the county of Luzerne, and State of Pennsylvania, respectfully represents:

That, by the charter of Charles II. to the colony of Connecticut, that colony was bounded on the north by the Massachusetts colony, and extending from the Narraganset bay on the east to the South Sea on the west, in longitude as the Massachusetts colony. That in the year 1753, a large number of persons, to the amount of six hundred and ninety, relying on the force of that charter, formed themselves into a company under the name of the Susquehanna Company, who afterwards, by consent of the colony of Connecticut, purchased of the Indians assembled at a council fire at Albany, by a deed dated the 11th day of July, 1754, a large tract of land containing in breadth one degree of latitude, and in length extending from ten miles east of the Susquehanna river, one hundred and twenty miles west. That in the year 1762, the company made settlements on the land, and ever since, although with some interruptions, have continued to hold and possess the same under the title of the then colony, now State of Connecticut; that the settlers before and during the late war were numerous, so that they furnished the continental army with three hundred men at one time, and they now exceed thirteen thousand persons.

Your petitioners would further represent, that the same lands were claimed by the successors of William Penn, as coming within the charter granted to him by Charles II. nineteen years posterior to the grant to the colony of Connecticut. The colony of Connecticut, however, maintained its jurisdiction, and the settlers were organized into a county, and represented in its Legislature, until the 30th day of December, 1789, when the jurisdiction of the purchase was decreed to be in the State of Pennsylvania, by a court of commissioners formed at Trenton, agreeably to the second clause of the ninth article of the confederation of the United States. That the State of Pennsylvania, soon after that decree, attempted to dispossess the settlers by military force, without a trial for the private right of soil. That the Susquehanna Company had no right to a hearing before that court, nor could the settlers be implicated in that decree; but they applied to Congress for a court to be instituted to decide the private right of soil between them and the State of Pennsylvania, and the claimants under that State. That this application was opposed by Pennsylvania, and although once ordered by Congress, through various obstacles and delays which the applicants could not obviate, the court of commissioners never met. That the violence of the measures taken by the State of Pennsylvania prevented the settlers from becoming citizens of that State for several years, although they frequently offered to submit to their laws and jurisdiction, on condition that they might be guaranteed in the peaceable possession of their lands. That afterwards the Legislature of Pennsylvania embraced their offers, and on the 28th day of March, 1787, confirmed to the settlers the lands acquired by them previous to the decree before mentioned, and the inhabitants thereupon adopted the laws, and have ever since demeaned themselves as citizens of Pennsylvania. That in consequence of that law many strangers came into that county and purchased the land thus confirmed to the original settlers, whereon great and valuable improvements have been made. That afterwards, on the 1st day of April, 1790, the Legislature of Pennsylvania passed an act purporting the repeal of the confirming act aforesaid, by which means the dispute has been procrastinated to this time. The settlers and holders of land under that purchase, now find suits instituted against them, before the circuit court for Pennsylvania district, and before the common law courts of the State of Pennsylvania. That the establishment of the new constitution of the United States has superseded the fair and impartial trial provided in such cases under the old confederation, and no law under the former has contemplated a trial by jury, where the whole of the citizens of a State are strongly interested in the suit. As the law now stands, the trials of our titles must be had in Pennsylvania, and the jury must be composed of its citizens. In this situation, those who are to decide on our rights, on the just decision of which depend the comforts and happiness of a numerous people, prejudiced against us as they are, we can have no expectation of that fair and impartial result, which would tend to reconcile us to that fate, which, if unfavorable, must prove our ruin. We, therefore, pray that Congress will take our peculiar circumstances into consideration, and provide us the means of having a trial by an impartial jury in some State which is not interested in the controversy, or in such manner as shall seem to you expedient. And your petitioners, as in duty bound, shall ever pray.

PUTNAM CATLIN, *Agent for the inhabitants of Luzerne county.*
NATHAN BEACH,
BENJAMIN SMITH,
ABRAHAM BRADLEY, Jr.
JOHN FRANKLIN,
JOHN JENKINS.

PHILADELPHIA, March 1st, 1797.

4th CONGRESS.]

No. 37.

[2d SESSION.

SOUTHERN AND WESTERN LIMITS OF GEORGIA.

COMMUNICATED TO THE SENATE, MARCH 2, 1797.

Mr. Ross made the following report:

The committee to whom were referred the resolutions of the Senate respecting the southern and western boundary of Georgia, having had the same under consideration, beg leave to submit the following report:

Georgia was created by charter from the King of Great Britain, dated in June, 1732, and originally bounded on the north by the northern stream of the river Savannah, on the south by the most southern stream (the Ocmulgee) of the Altamaha, and westward from the heads of the said rivers, respectively, to the South Seas. It was intended as a frontier establishment to strengthen and protect the settlements of South Carolina, and probably to form the southern and western boundary of that province. The country between the Altamaha and St. Mary's, being in dispute between Britain and Spain, was excluded from the Georgia charter.

In 1752, the charter of Georgia was surrendered to the Crown, from thenceforward, possessed exclusively over this, as well as over all other colonies which were Crown property, the power of enlarging or diminishing the boundaries of the province. By a proclamation, dated 7th of October, 1763, the lands lying between the rivers Al-

tamaha and St. Mary's were added to Georgia, and, by the same instrument, "all the lands and territories lying to the westward of the sources of the rivers which fall into the sea from the west and northwest are reserved under the sovereignty, protection, and dominion of the King," which would appear to have excluded and extinguished all jurisdiction in Georgia over the lands beyond the sources of these rivers, and to have vested it in the Crown. Like the country beyond the Ohio, the lands thus reserved west of Georgia constituted a territory out of which new colonies might from time to time be erected. This opinion is fortified by the actual exercise of this species of jurisdiction by the Crown. It enlarged the government of West Florida, by extending its limits northward to a line drawn due east from the mouth of the river Yazoo to the Appalachicola, thereby adding more than a degree and a half in breadth to that province. This was not complained of in Georgia, nor was it considered as an encroachment; nor does it appear from any document that Georgia, before the Revolution, ever claimed or exercised any jurisdiction to the westward of the sources of the Ocmulgee river.

The King of Great Britain having, previous to the independence of the United States, severed and annexed to West Florida that portion of the reserved territory which lies to the south of a parallel drawn due east from the mouth of the Yazoo to the Appalachicola, there can be no doubt that this territory did not revert to Georgia by our treaties with Great Britain and Spain, but now belongs to the United States. And, if the foregoing construction of the proclamation is just, Georgia can have no good title to the lands lying west of a line drawn from the head of St. Mary's river to the source of Ocmulgee, or west of the sources of the rivers which fall into the sea from the west and northwest. But, inasmuch as this boundary has never been ascertained, and, in its nature, must, in many places, be uncertain, and as the State of Georgia has claimed and exercised jurisdiction over a great portion of this territory, your committee are of opinion that an amicable and conciliatory plan of accommodating these adverse claims should be adopted by the United States, and for that purpose they recommend the following resolutions:

1. That the President of the United States be authorized to appoint three commissioners, who, or any two of whom, shall have full power to treat, adjust, and determine, with such commissioners as shall be appointed for that purpose by the State of Georgia, all interfering claims of the United States and Georgia to the lands lying west of a line drawn from the head of St. Mary's river to the source of the Ocmulgee, and west of the sources of the rivers which fall into the sea from the west and the northwest.

2. That the President of the United States be requested to take measures for ascertaining the number of inhabitants in this disputed territory, the places of their residence, and their right to the soil they now possess. And that he request from the State of Georgia its consent that a temporary government be established, under the authority of the United States over this territory, to continue no longer than the duration of the present dispute; and it is hereby declared that the assent of the State to this measure shall, in no respect, be construed so as to affect its title to the lands or the jurisdiction of the country.

3. That, if the consent of Georgia shall be obtained for that purpose, the President is hereby authorized to establish a territorial government in the above described country, similar to that of the Western territory, and to appoint all the necessary officers therein, whose commissions shall be in force until the end of the next session of Congress; and they shall respectively enjoy and receive the same compensations for their services as the present officers for the Western territory are entitled to receive by law.

5th CONGRESS.]

No. 38.

[2d SESSION.]

APPLICATION FOR LANDS AT REDUCED PRICE.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, JANUARY 16, 1798.

Mr. GRISWOLD, from the committee to whom was referred the memorial of John Spafford, and others, made the following report:

That these memorialists request permission to purchase of the United States a tract of land in the Northwest territory, on terms different from those prescribed by the law regulating the sale of the public lands. The committee are of opinion that the sale of lands of the United States can, with propriety, only be regulated by established rules prescribed by law; and if the mode of sale now adopted is defective or inconvenient, those defects can only be remedied by a revision of the law already in force.

The committee are likewise of opinion that no individual applications to the Legislature for the purchase of land can be admissible; and that the prayer of this petition ought not to be granted.

5th CONGRESS.]

No. 39.

[2d SESSION.]

VIRGINIA MILITARY BOUNTY LANDS.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, JANUARY 23, 1798.

Mr. DWIGHT FOSTER, from the Committee of Claims, to whom were referred the petitions of John Nelson, and of Susannah Russell, widow and administratrix of Charles Russell, deceased, made the following report:

That the object of these petitions is to obtain compensation for lands located under the laws of Virginia, before its deed of cession to the United States, in the part of the country ceded to the Indians by the treaty of Hopewell, in the year one thousand seven hundred and eighty-six.

This subject has repeatedly been presented to the view of the House. A report of Mr. Jefferson, when Secretary of State, upon the petition of John Rogers, an officer in the Virginia line, in the same situation with Mr. Nelson and Mr. Russell, stating the situation and merits of these claims, is subjoined. To that report the committee ask leave to refer; and at the same time they report, as their opinion, that the United States are not bound to satisfy these claims, or any others of the like kind.

FEBRUARY 16, 1793.

The SECRETARY OF STATE, to whom was referred, by the House of Representatives of the United States, the petition of John Rogers, setting forth, that, as an officer of the State of Virginia, during the late war, he became entitled to two thousand acres of lands on the northeast side of the Tennessee, at its confluence with the Ohio, and to two thousand four hundred acres in different parcels, between the same river and the Mississippi, all of them within the former limit of Virginia, which lands were allotted to him, under an act of the Legislature of Virginia, before its deed of cession to the United States; that by the treaty of Hopewell in 1786, the part of the country comprehending those lands, was ceded to the Chickasaw Indians, and praying compensation for the same, reports:

That the portion of country comprehending the said parcels of land has been ever understood to be claimed, and has certainly been used by the Chickasaw and Cherokee Indians, for their hunting grounds; the Chickasaws holding exclusively from the Mississippi to the Tennessee, and extending their claims across that river, eastwardly, into the claims of the Cherokees, their conterminous neighbors.

That the Government of Virginia was so well apprised of the rights of the Chickasaws to a portion of country within the limit of that State, that, about the year 1780, they instructed their agent residing with the southern Indians, to avail himself of the first opportunity which should offer, to purchase the same from them; and that, therefore, any act of that Legislature, allotting these lands to their officers and soldiers, must probably have been passed on the supposition that a purchase of the Indian right would be made, which purchase, however, has never been made.

That, at the treaty of Hopewell, the true boundary between the United States, on the one part, and the Cherokees and Chickasaws, on the other, was examined into, and acknowledged; and, by consent of all parties, the unsettled limits between the Cherokees and Chickasaws were at the same time ascertained, and in that part particularly were declared to be the high lands dividing the waters of the Cumberland and Tennessee, whereby the whole of the petitioner's locations were found to be in the Chickasaw country.

That the right of occupation of the Cherokees and Chickasaws, in this portion of country, having never been obtained by the United States, or those under whom they claim, it cannot be said to have been ceded by them at the treaty of Hopewell, but only recognized as belonging to the Chickasaws, and retained to them.

That the country south of the Ohio was formerly contested between the Six Nations and the Southern Indians for hunting grounds.

That the Six Nations sold, for a valuable consideration, to the then Government their right to that country, describing it as extending from the mouth of the Tennessee upwards. That no evidence can, at this time and place, be procured, as to the right of the Southern Indians, that is to say, the Cherokees and Chickasaws, to the same country; but it is believed that they voluntarily withdrew their claims within the Cumberland river, retaining their right so far, which consequently could not be conveyed from them, or to us, by the act of the Six Nations, unless it be proved that the Six Nations had acquired a right to the country between the Cumberland and Tennessee rivers, by conquest over the Cherokees and Chickasaws, which, it is believed, cannot be proved.

That, therefore, the location of the petitioner must be considered as made within the Indian territory, and insusceptible of being reduced into his possession, until the Indian right be purchased.

That this places him on the same footing with Charles Russell, and others, officers of the same State, who had located their bounty lands in like manner within the Chickasaw lines, whose case was laid before the House of Representatives of the United States at their last session, and remains undecided on: and that the same, and no other measure, should be dealt to this petitioner, which shall be provided for them.

THOMAS JEFFERSON, *Secretary of State.*

JANUARY 22, 1792.

The SECRETARY OF STATE, to whom was referred, by the President of the United States, the letter of the Governor of Virginia, of January 7th, 1792, which, with the report of a committee of the House of Delegates of that Commonwealth, of December 12th, 1791, and resolution of the General Assembly thereon, of December 17th, on the case of Charles Russell, late an officer in the service of the said Commonwealth, stating that a considerable part of the tract of country allotted for the officers and soldiers, having fallen into the State of North Carolina, on the extension of their common boundary, the Legislature of the said State had, in 1781, passed an act, substituting in lieu thereof the tract of country between the said boundary and the rivers Mississippi, Ohio and Tennessee, and subjecting the same to the claims of their officers and soldiers: that the said Charles Russell had, in consequence thereof, directed warrants for two thousand six hundred and sixty-six and two thirds acres of land, to be located within the said tract of country; but that the same belonging to the Chickasaws, he is unable to obtain a right thereto, and that there are other officers and soldiers of the said Commonwealth under like circumstances, reports:

That the tract of country before described is within the boundaries of the Chickasaw nation, as established by the treaty of Hopewell, the 10th day of January, 1786.

That the right of occupancy of the said lands, therefore, being vested in the said nation, the case of the said Charles Russell, and other officers and soldiers of the said Commonwealth, becomes proper to be referred to the Legislature of the United States for their consideration.

THOMAS JEFFERSON.

5th CONGRESS.]

No. 40.

[2d SESSION.]

PROGRESS OF SURVEYS NORTHWEST OF THE OHIO.

COMMUNICATED TO THE SENATE, MAY 3, 1798.

The Secretary of the Treasury, in obedience to the order of the Senate, passed on the 17th day of April, 1798, respectfully submits the following report:

1st. In March, 1797, soon after an appropriation was made for defraying the expenses incident to the office of the Surveyor General, instructions were issued to that officer to take measures for ascertaining the outlines of the lands to which the Indian titles were extinguished by the treaty of Greenville, in August, 1795. In consequence, an agreement was made for running the line from Fort Recovery to Loraine's Stone, and from thence to the Tuskarawas branch of the Muskingum river. Information has been received that the line from the Tuskarawas river to the point mentioned in the treaty near Loraine's Stone, has been actually run and marked, with only a deviation of about twenty-three chains, near the latter place. As the error has happened to be disadvantageous to the Indians, measures for correcting it have been recommended, especially if the Indians shall appear to be dissatisfied.

2d. No contracts have been yet made for surveying the lands below the Great Miami, or between the Scioto, and the purchase made by the Ohio Company, or the lands between the Connecticut claim, and the seven ranges of townships surveyed under the ordinance of May 20th, 1785. Surveys in one or more of the above mentioned tracts are, however, expected to be commenced during the ensuing session.

3d. The tract allotted for satisfying the military land warrants, by the act passed on the 1st of June, 1796, entitled "An act for regulating the grants of land appropriated for military services, and for the Society of the United Brethren for propagating the Gospel among the Heathen, has been principally surveyed. It was expected that the surveys and returns would have been completed before this time.

The delay is to be attributed to the sickness of some of the surveyors, and to the severity of the last winter. Whenever it shall be ascertained that the surveys are finished, the notification required by the second section of the aforesaid act will be immediately published.

4th. The tracts granted to the Moravian Society at Schoenbrunn, Gnadenhutten, and Salem, have been surveyed, and the necessary returns made to the Departments of State.

The Secretary respectfully suggests that inconveniences are experienced from the direction contained in the fifth section of the act of May 5, 1796, which requires that the time of commencing sales shall be previously notified for two months in all the States, and in the Northwestern territory. If the law should be so modified as to authorize sales at certain *stated periods* it is believed that the good effects of the existing regulation would be secured, while, at the same time, the disadvantages, delay, and expense, incident to repeated notifications would be avoided.

It appears necessary that the Senate should be informed that John Cleves Symmes, Esq., has requested that a survey may be made, and a map furnished, of the remainder of a tract of one million of acres of land, mentioned in a contract made with the late Board of Treasury, and not included in the patents granted, pursuant to the acts passed on the 12th day of April, and the 5th day of May, 1792, and that notice has been given of an intention to make a tender at the Treasury under the said contract. No measures have been taken for effecting a survey as requested, nor has the proposed tender been yet made.

All which is respectfully submitted.

OLIVER WOLCOTT, *Secretary of the Treasury.*

TREASURY DEPARTMENT, Feb. 2, 1798.

5th CONGRESS.]

No. 41.

[2d Session.]

APPLICATIONS FOR LAND AT REDUCED PRICES.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, MAY 19, 1798.

Mr. GALLATIN, from the committee to whom were referred the memorial of Hannibal William Dobbyn, and the petition of John Ellyson, made the following report:

That the petitioners respectively applied for a grant of lands in the territory northwest of the Ohio, upon terms different from those now provided by law.

That the committee, being instructed to inquire generally whether any amendments are necessary in the law providing for the sale of the said lands, are of opinion, that it would be improper to alter the terms of sale in favor of any individual; but, that any alterations that may be thought expedient ought to apply generally.

The committee, therefore, submit the following resolution, viz:

Resolved, That the prayer of the memorial of Hannibal William Dobbyn, and of the petition of John Ellyson, ought not to be granted.

5th CONGRESS.]

No. 42.

[2d Session.]

SALES OF LANDS.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, JUNE 13, 1798.

Mr. GALLATIN, from the committee appointed to inquire and report what progress has been made in the execution of the act "providing for the sale of the lands of the United States, in the territory northwest of the river Ohio, and above the mouth of the Kentucky river," and whether any and what amendments ought to be made therein; and particularly, whether any alteration ought to be made in the rate at which the said lands may be sold under the said act; and also to inquire into the expediency of selling a certain tract extending along the Indian territorial line to actual settlers, made the following report:

That it appears by a letter of the Secretary of the Treasury, hereunto annexed, and to which the committee beg leave to refer, that forty-nine thousand nine hundred and ten and eleven one-hundredths acres, (part of the seven ranges of townships surveyed under the ordinance of Congress, passed on the 20th of May, 1785) were sold at Pittsburgh in sections and fractional parts of sections; that the whole amount of purchase money obtained for the same, was one hundred and twelve thousand one hundred and thirty-five dollars and forty-five cents; that of the above sales, five thousand three hundred and thirty-seven and a half acres reverted to the public for failure of payment, leaving the amount of lands actually sold forty-three thousand five hundred and seventy-two and sixty-one hundredths acres, which produced (including five hundred and twelve dollars and ninety-six cents forfeited by the purchasers of the above mentioned five thousand three hundred and thirty-seven and a half acres) one hundred thousand six hundred and seventy-four dollars and twenty-one cents. That a quarter township, containing five thousand one hundred and twenty acres, was sold at Philadelphia, at the rate of two dollars per acre, payable in funded stock, pursuant to the act passed on the third of March, 1797; and that the sections and quarter townships in the seven ranges have been repeatedly offered for sale without success.

It further appears, that progress has been made in ascertaining the outlines of the lands to which the Indian title has been extinguished, and in surveying the tract allotted for satisfying military warrants, and that it may be

expected that the whole will be completed, and that surveys of the lands designed for sale will be commenced during the course of the summer.

The committee are of opinion that, if it shall be found necessary to alter the terms on which the said lands may be sold, a plan may be better matured, and more correct information may be expected at the ensuing session of Congress than at present, nor would any alteration that might be adopted during this session operate until after the lands shall have been surveyed.

They therefore recommend that the further consideration of the alteration which may be necessary in the above mentioned act be postponed until the next session of Congress.

5th CONGRESS.]

No. 43.

[2d SESSION.]

ALTERATIONS SUGGESTED IN RUNNING THE MERIDIAN LINES IN THE SURVEYS.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, JUNE 13, 1798.

Mr. GALLATIN, from the committee to whom was referred the consideration of a letter of Rufus Putnam, Surveyor General, suggesting the expediency of repealing that part of the law "providing for the sale of the lands of the United States in the territory northwest of the river Ohio, and above the mouth of Kentucky river," which requires that north and south lines, &c. shall be run according to the true meridian, made the following report:

That, in their opinion, it would be improper to repeal the part of the law above mentioned.

MARIETTA, March 10th, 1798.

To the Honorable the Congress of the United States.

I conceive it my duty to inform Congress that I find it will be extremely inconvenient and embarrassing, if not altogether impracticable, for the deputy surveyors to run the north and south lines of townships, &c. according to the true meridian, as expressed in the act entitled "An act providing for the sale of the lands of the United States in the territory northwest of the river Ohio, and above the mouth of Kentucky river." That there is a difference in the variation of the magnetic needle from the true pole, in different places, and those at no great distance from each other, in the Northwest territory, as well as other parts of the globe, is a fact well ascertained; so that a compass rectified or adjusted to the true meridian in one place, will not cut that meridian in all parts of the territory, or the tract of country to be surveyed. To be certain, therefore, that the north and south lines, in all instances, are run according to the true meridian, as the express words of the law require, it will be necessary to take very frequent observations, in order to discover whether you are running according to the true meridian or not. The following statement of facts will show that this is altogether impracticable.

From the exception in the aforesaid act in certain cases of running according to the true meridian, I conceived myself not only allowed but required, that, in surveying all the lands from the seven ranges west to the Scioto river, the north and south lines should be run as near as possible parallel to the west boundary line of the seven ranges. Accordingly I had all the compasses of the surveyors employed in the survey of the military tract rectified to one meridian, corresponding to the west boundary line of the seventh range. At the same time, in order to obtain the variation of the needle in different parts of the tract as far as practicable, and ascertain the practicability or impracticability of running the north and south lines of the townships in all cases according to the true meridian, two of the surveyors, on whose abilities I could depend, were instructed to ascertain the variation of the needle from the true meridian in various parts of their districts; but they both failed in the attempt, by reason of fogs, clouds, &c. Capt. Ludlow observes, "that for six weeks a view of the stars was intercepted by clouds in such a manner that he could not take an observation."

I was myself up the Muskingum last June, at the Moravian towns, and crossing the above Fort Lawrence, and in a whole month obtained but two observations. These facts I conceive prove that, should we attempt to run by the true meridian, it will be impossible to carry it through, in an uniform manner, and the lines will not correspond so well with each other as if we survey by the meridian adopted for the military tract, or any other uniform magnetic meridian. It may be objected that compasses differ from each other, and therefore there can be no certainty in trusting to a magnetic meridian. I answer, by adjusting all the instruments made use of to one meridian, the survey throughout will be uniform, except what shall arise from local attraction or variation, which would not be avoided by attempting to run according to the true meridian, unless observations were more frequently taken than there is any probability they can be in the ordinary course of surveying.

Besides, to ascertain the true meridian with such exactness as ought to be depended on, requires much care and attention in taking the observations, and ought to be made more than once in the same place, to justify the surveyor in governing himself thereby. And with respect to ascertaining hereafter any line which shall be run in the present day, it may be obtained by having the variation of the needle noted on the plan, with the date of the survey, as well as if the lines had been run according to the true meridian.

With the utmost deference, therefore, I beg leave to suggest, for the consideration of Congress, the expediency of repealing that part of the law which requires that north and south lines, &c. shall be run according to the true meridian; and to require instead thereof, that the Surveyor General cause all instruments made use of in the surveys, to be adjusted to one meridian; that the variation of this meridian with the true meridian, in various parts of the territory, or tracts of land to be surveyed, be ascertained and noted on the plat of each township or district.

Which is humbly submitted by the Government's obedient servant,

RUFUS PUTNAM, S. G.

JONATHAN DRAYTON, Speaker.

5th CONGRESS.]

No. 44.

[3d SESSION.]

GRANTS TO THE SETTLERS IN VINCENNES AND THE ILLINOIS COUNTRY.

COMMUNICATED TO THE SENATE, DECEMBER 17, 1798.

MISSISSIPPI TERRITORY, *March 18, 1798.*

SIR:

The resolution of the honorable Senate of the United States, enclosing copies of petitions from sundry inhabitants of the Northwestern territory, and requesting the Governor thereof to report a correct and full statement of what had been done in pursuance of the resolves of Congress of the 20th of June, and 29th of August, and of the act of Congress of the 3d of March, 1791, came to my hand just before my leaving that Government, and in the absence of his excellency Arthur St. Clair, with whom the said resolution was left at my departure for this territory.

All the proceedings of his excellency relative to land claims of the inhabitants in the several districts of the Mississippi, so far as they ever came to my knowledge, have been regularly transmitted to the Secretary of Congress, and the office of the Secretary of State, and the Governor will, no doubt, seasonably advertise the Senate of the same, with all further illustration necessary.

The claims of the inhabitants of Vincennes were by me specially attended to in the absence of the Governor, and my report bearing date the 30th of July, 1790, is now in the office of the Secretary of State, minutely detailing my proceedings at that time, and accompanied by a warrant of survey for all the land which I was authorized to confirm under the resolves of the 20th of June and 29th of August, 1788, to which I beg leave to refer the honorable Senate. With those papers is also an address made unto me by all the principal people of that country, expressing their high satisfaction for my attention to, and decision upon, their land claims, which I take liberty to mention, and oppose to the improper manner and matter of some of the petitions which you did me the honor to enclose, and also to add, that the donation tract, which is represented to embrace many of the old claims and improvements, was laid off, after inspection of the same, by some of the oldest and best informed inhabitants, and assurance given me that one *old* improvement only could fall within the same, which I agreed should be compensated elsewhere, and which has been done to the perfect satisfaction of the claimant.

The act of Congress of the 3d of March, 1791, which I presume was passed upon my representation, giving a discretionary power for further grants and confirmations of lands, I have exercised with such liberality as I was sometimes apprehensive might be construed into prodigality. From this act, and the example of the Governor, I have confirmed every "concession" of land not exceeding four hundred arpents that had been made on or before 1783, which has been presented unto me, and which was not an arrant forgery. I have, in proportion to actual expense made, and improvements, ordered to be surveyed all subsequent grants under any supposed authority, to the year 1791, with the indulgence of laying warrants for militia services upon the whole of any tract, a part of which only should have been confirmed in consequence of improvements, &c.

I have admitted real testimony in all due latitude to confirm titles where it has been pretended "concessions" have been lost, and even where no record of claim could be produced.

After a notice of years given to the inhabitants of Vincennes to furnish me with complete lists of heads of families, and the militia entitled to donation lands, I permitted an addition of sixty to the former, and fifty-nine to the militia, upon my going to the country in 1797. In fine, I have, to the very best of my abilities, endeavored to carry into execution the beneficent intentions of Congress to their very fullest extent; but the people, I have too much reason to believe, will not *all* be satisfied short of a grant of the whole country; and at the date last mentioned, they actually made unto me a petition that I would parcel out amongst them all the lands lying between two parallel lines running twelve leagues above and twelve below Vincennes, and lines at right angles with the same thirty leagues east, and forty west, which *they* said had been given unto them by the Indians, and with all which I have long since made the Secretary of State acquainted.

I enclose, sir, a copy of my last warrants of survey, which it was intended should be delayed until I had got the Surveyor's returns. By those and former warrants, there have been confirmed unto the people claiming under France, England, and a court never authorized to make grants, about twenty-two thousand five hundred and seventy-two acres.

The very liberal donations from Congress amount to one hundred and three thousand eight hundred acres, almost five times the first mentioned quantity.

If, sir, the Governor of the Northwestern territory should not make a full and correct statement, &c. agreeably to the resolution of the honorable Senate, and the information contained in this letter or enclosure may be anywise in point, I request of you they may be made use of, or otherwise preserved for my order. Far removed from the records of the Northwestern territory, where I pledge myself that a faithful journal of all proceedings of the Governor in the executive department, so far as have come to my knowledge, has always been kept, I have it not in my power to be more particular, and I assure you that my present engagements leave me very little time for retrospect.

I have the honor to be, with respectful esteem, your humble servant,

WINTHROP SARGENT.

SAMUEL A. OTIS, Esq.

VINCENNES, KNOX COUNTY, *October 23, 1797.*

SIR:

The Governor, it seems, permitted, in his instructions to you, that *actual* improvements, made before his visiting the country in 1795, might be covered by militia rights; and I have further to add that, where parts or portions have been confirmed by me, upon grants of the court since 1783, (in consequence of improvements) claimants may be permitted to cover by militia rights, not, however, to extend their plantations beyond four hundred arpents; the residue must be laid in one tract, and the concerned consulted as to the situation; but it must not be carried to such a distance as to alarm or render uneasy the Indians, (and with due attention to this consideration, as it seems to be the wish of the concerned) it may be taken across the White river, near to Derkus station; and although it is intended the militia should have good lands, yet such regard must be paid to the interests of the United States that this location shall not militate with further settlements that may be intended.

The tract to be divided by lot amongst the claimants. I herewith furnish you with a list of the names of persons entitled to lands, from being of the militia, as reported to me; also an additional number of names to my list of those entitled to the donation of four hundred acres, which was made out in the year 1790, and for which lands must be surveyed adjoining the former tract, of good quality, and so as to continue said tract of as regular form as may be; I add, also, a considerable list of lands to be surveyed by you for persons therein named, as appearing to me to have due claims. But, sir, you must consider it a part of your duty, as an officer of Government, to report to me, with the return of surveys, all errors of boundaries, and also of evidence to title, that shall come to your knowledge; for any tracts ordered to be surveyed, in consequence of deeds, on or before 1783, and which may happen to fall within the donation tract, you are to satisfy the persons, upon whose lands they may fall, by surveys elsewhere. The term acres must be considered arpents, excepting where it applies to donations, or is especially signified to be English measure. You are authorized to administer the necessary oaths of qualifications for chain carriers, &c. as also where it may be necessary to give you information of lines and boundaries proper to be known in making your surveys.

For your surveying fees, the establishment of Congress is a good general rule; but, in going a distance to survey a single tract, it cannot be sufficient; and for small town or out lots, there must be some agreement between you and those concerned, as no one rule can apply.

Messieurs Harlein and Dubois have asked permission to lay some militia rights upon the White and Embarras rivers, for the purpose of establishing ferries. A single right may be laid at each place, the public accommodation seeming to require it; a high road to be left in front of the same, and security must be given for keeping up the ferries as long as the public convenience may require them.

WINTHROP SARGENT.

ROBERT BUNTIN, *Surveyor of Knox County.*

Pierre Kerre, the elder, a piece of land on the east side of the Little river; two arpents in front, and forty deep; one side to Pierre Cartier, towards the northeast by Baptiste Voilette; before by the Wabash, and behind by vacant land.

Jean Baptiste du Cherne, a piece of land four arpents in front, and forty deep, lying on the Wabash, and bounded on one side by Voilette, on the other by the Wabash, but to be diminished so far as it may interfere with the donation tract.

Charles Bosseron, a lot in Vincennes thirteen toises and a half in front; one side to a public road, and joining Francis Vigo; on the other side a small piece of land belonging to said Bosseron and Mr. Vanderburgh, facing the prolongation of St. Honore street, and behind by a street not named. Another lot of eleven toises and a half in front, on St. Honore street, extending back to the next street, and on both sides by Bosseron's other lots.

The heirs of Francis Bosseron, a piece of land four arpents in front and forty deep on the north side of the Wabash, bounded on one side by lands of Le Grand to the northeast, and on the other side by Jean Cardain; the river in front and lands not granted in rear.

A piece of land four arpents by forty on the north side the river St. Jerome, with a house thereon of twenty feet; one side to Louis le Moye, and on the other to the sieur Privet, lying along the river to the great road, and behind by vacant land. Another piece of land on the north side of the Wabash, with a house thereon twenty feet square; one side to Charles Guebriants, the other, to Hugh Heward; in front by the river to the great road, and from the road to vacant lands.

A piece of land, four arpents in front and forty deep, on the north side of the Wabash; one side to John Pott, and on the northeast by Gabriel le Grand. The heirs know not of this—supposed a mistake.

Luke Decker, a piece of land two arpents in front and forty deep, on the river Du Chi; one side to the lands of De Coteau, the other to Jean Baptiste Martin.

A piece of land two arpents wide and forty deep upon the river Du Chi, twenty arpents of which lie upon the northwest, and twenty on the southeast side of the river, joining other lands of said Decker on two sides, and vacant land behind and before.

Four hundred acres of land in the prairie Du Chi. At one corner of this land is a marked Elm, and it runs from thence to the southward, across the river, and is bounded on the west by Moses Henry, on the east by Harpain, and on the north and south by vacant land.

A piece of land four arpents wide and forty deep, in the prairie of the river Du Chi; on the west to the grand Millet, on the east by the forest, and on the north and south by vacant land.

Francis Vigo, a lot in Vincennes twenty-five toises square; one side to Villeneuve, and by three streets. A lot in Vincennes thirteen toises in front, lying on the street St. Louis, and running back to the street St. Honore, joining Louis Brouillet on one side, and a public road left for a street on the other side. Two lots in Vincennes, twenty-five toises square each; one bounded on one side by Peter Thorn, and on the other by Mrs. Winne, and on two others by streets; the other bounded on one side, towards the southwest, by vacant land, on the northeast by Reple; and on the north and south by vacant lots. A piece of land of an irregular figure, containing ten acres, more or less, near the town of Vincennes, bounded on one side by the road leading to Bosseron's mill, and on another by lands of John Dorret, on a third side by Mr. Bosseron, and on a fourth by Louis Bayen the son, and James McNulty.

Two lots in Vincennes, opposite each other, twenty-five toises each in front; the one running from the street of St. Louis to the street of St. Honore, joining Paul Gamelin on one side, and Jean Baptiste Vaudrey on the other side; the other running from the street of St. Honore to the next street, not yet named, joining Mr. Bosseron on one side, and Vaudrey and Charles Bosseron on the other side.

A tract of land, with a house and other buildings thereon, two arpents in front and forty deep, on the north side of St. Jerome, or Wabash, joining Jean Baptiste Chartier on one side, and on the other the widow Dumas. Also, a piece of land on the same side of the river, opposite the town, joining a public road, on one side, and Vigo's lands on the other.

A piece of land two arpents in front and forty deep, on the north side of Wabash, joining, on one side, lands of said Vigo, and on the other Francis Paquine.

A piece of land two arpents in front, by the ordinary depth, at the Point aux Noyer, from the Elm Tree road to the river St. Jerome, joining Francois l'Ognion and said Vigo.

A piece of land, two arpents in front by forty deep, from the Elm Tree road, to the river St. Jerome, joining said Vigo on both sides.

A piece of land eight arpents in front by forty deep, to the east of the town of Vincennes, joining Tousaints Coder on one side, and Antoine Vaudrey on the other side; bounded before by Joseph Hamelin, and behind by vacant lands. This grant seems to have been made to Rene Coder for certain services, and duly conveyed to Vigo. It falls within the donation tract, but an equal quantity must be surveyed for Mr. Vigo upon vacant lands near the donation tract, as they may be had of good quality.

A piece of land three arpents in front by forty deep, below the Little rocks to the northeast of Vincennes, joining Tousaints du Bois to the northeast, and Jean Baptiste du Cherne to the southwest.

A piece of land two arpents in front by forty deep, to the right of the road to the island beyond the common, bought of Jean Baptiste du Bois.

A piece of land four arpents in front by forty deep near the "Belle Fontaine," bounded on one side by other lands of said Vigo towards the southwest, and to the northeast by Pierre du Bois.

Two lots in Vincennes of about twenty-five toises square, each joining each other, and lying upon three streets, and joining James McNulty to the northeast.

A lot in Vincennes joining Lemon Spring on one side, vacant land on the other, and the two other sides on two streets.

A house and lot in Vincennes fourteen toises in breadth, lying on the street St. Louis in front, on one side a street that runs to the river, and on the other by a lot of the late Mr. Le Gras.

A lot in Vincennes ten toises and something more, lying on the street of St. Louis, and running to the public road along the St. Jerome river, and from thence to the beach; joining lands of the late Philippe Le Gras on one side, and on the other side the public road reserved for a street.

A lot in Vincennes ten toises in front, or thereabouts, running from the street St. Louis to the public road along the river St. Jerome, and from thence to the beach, joining Mr. Le Gras on one side, and on the other the public road reserved for a street.

A piece of land two arpents in front, running from the river St. Jerome to the Elm Tree road, and joining lands of said Vigo on one side, and the widow of Jean Baptiste Vaudrey on the other side.

A piece of land on the north side of the Wabash, a little above the town of Vincennes, four arpents in front and forty deep; bounded on one side by lands of St. Marie, and on the other by Hnat.

A lot towards the east corner of the town of Vincennes, joining Anthony Duncford, and a street not named.

A piece of land four and two-thirds of an arpent in front, running from the King's road to the Wabash, joining Nicholas Cardinal on one side, and Dominique Bergante on the other side.

A piece of land in the old Piankeshaw town, sold by James Croche to Lieberge, joining Lebanon on one side, and Le Beuf on the other.

A piece of land near the village of Vincennes, joining Wigg on the east, on the north St. Louis street, and extending westerly to the village, and south to the great road.

Three fields or pieces of land joining the village, running north 42° west eight perches, then north 26° east twelve perches, then south 53° eight perches, and north 34° east eleven perches.

Three pieces of land in the old Indian village sold by Montour and other chiefs to Spring and Bosseron, in April and May, 1786.

Five pieces of land in the old Piankeshaw town at Vincennes, sold by Montour and other chiefs to the same persons as the former.

The field lots and land formerly held by the Kettle Carrier, sold by Quikilaquia, grandson to the said Kettle Carrier, with the approbation of Montour and the other Chiefs, to Spring and Bosseron.

A piece of land running from the street of St. Louis to a street where Drouette de Richerville lives, joining on one side the last concession or acquisitions of the town of Vincennes, on the other side to the heap of stones and Mr. Vigo's land, sold by Montour and to François Bosseron and Jean Baptiste Vaudrey.

A lot in the ancient village of the Piankeshaws, sold by Cantaral to François l'Ognion, joining said Vigo on every side.

A piece of land on the little river of the Windmill, joining Mr. Cournoye on one side, and said Vigo on the other, fronting the road and running to Jones's field, fifty toises broad and thirty deep, bought of the widow Boye.

A lot in the old Piankeshaw town, joining on one side to Louis Levere and Francis du Mois, two other sides on two streets, and the fourth towards the little river joining James McNulty.

A piece of land fifty-two toises in front and thirty-four deep, to the east of Vincennes, bounded on one side by Christopher Reple, on the other by François Bosseron, and two others by captain Doyle, bought by Jean Guaries of Joseph l'Ognion.

Six lots, twenty-five toises square each, and running back to a street, there joining Pierre Cournoye on one side and Bosseron on the other side, and fronting the river, the other five joining Vigo on one side.

Two fields or pieces of land to the east of Vincennes, one nineteen toises in front on the Elm Tree road, and sixty-eight toises deep, joining Louis Boyen on one side, and on the other lands late of Samuel Bradley, and running back to the fields formerly cultivated by the Indians; the other bounded on the north by the Mill road and by Mr. Bosseron, and running sixty-eight toises to Pierre Gamelin, and thirty toises to the east to lands late of Simon Spring, and having eighty-one toises on a third face, and forty-one on the fourth, bought of Louis St. Aubin by James Johnston.

A piece of land containing one hundred and eighty acres, part of a tract said to have been granted by the court of Vincennes, 1779, to John Cardine, (but the concession is lost) situated about five miles from Vincennes, on the road to the forks of White river, and lying between two small water courses that fall into the mill creek, joining lands of the said Gadine to the westward, sold to him by Jean Cardine.

Four hundred acres on the north side of the Wabash in the Grand Prairie about a league from Vincennes, granted to him by the court by certain courses, and bounded to the north by John Johnson.

Francis Vigo, the following, viz: A house and lot near the town of Vincennes thirty toises in front, and bounded on one side by Spring, and on the other by Montour; a street in front and a public road in the rear; sold by Montour to Leboye, &c.

James McNulty a field or piece of land in Vincennes fronting on the public road, and joining La Chine on one side, and Simon Spring on the other two; sold to him by Grosseblanc and wife.

Another field joining Lielarge on the east, Jean Baptiste Vaudrey on the north, fronting on the public road to the barrier, and behind, joining Pierre Gamelin; sold to him by Montour chief of the Piankeshaws.

Francis Wilson a lot in Vincennes twenty-five toises square, bounded on the east by Benjamin Bride, on the west and north by streets, and on the east by vacant land.

John Small a piece of land two arpents square on the northeast side of Vincennes, joining lands of Bosseron on the southwest; and Johnson on the southeast and northeast, and the great road on the northwest; sold him by Baptiste du Bois.

A piece of land on the Wabash above the town of Vincennes, bounded on the north by the river, on the east by Vigo, running sixty-six perches north 30° east, and forty perches north, 47° west, part of the Indian village.

A piece of land two arpents in front and forty deep, in the prairie of the river Du Chi; one side to Jean Baptiste Millet, another to Jean Baptiste Braton; sold to him by Joseph Pederot, jun.

A piece of land in the prairie of the river Du Chi two arpents in front and forty deep, on the north side to John Decker, on the south to John Small, on the east and west to vacant land; sold him by Jean Baptiste Millet.

A piece of land four arpents in front and forty deep on the saw mill run, bounded south by Bosseron, west by Starkey, north by the run, east by John Martin; sold him by Joseph Amelin.

Four hundred arpents of land on the little river, joining Daniel Sullivan on the west, Francis Bosseron on the north, vacant lands on the east and south; sold him by Pierre Kerre and wife. Mr. Small has no deed for this, but, as it has been proved to Col. Sargent that this (in part) was an ancient concession, you are to satisfy the same with the usual quantity, that is, one hundred and sixty arpents.

Laurent Bassadon a lot in Vincennes twelve toises in front by twenty-five in depth, joining Cardinal on one side, Du Bois on another, and the other two lying on streets sold by François Broulet.

A lot in Vincennes, twenty-five toises square, joining said Bassadon on one side, and Vital Boucher on the other, and to two streets sold by Joseph Drouen.

Four arpents in front by the ordinary depth, on the west side of the Wabash, one side to lands of Deshom, on the other by Pierre Racine, on the third by Andrew Racine, on the fourth by the Wabash; sold by Francis Racine.

Robert Buntin, a house and lot in Vincennes, front to the Wabash, back to the Indian fields, one side by Maonam, on the other by Francis the Cat's Paw, about one acre in length each way.

Another lot, and the buildings thereon, in Vincennes, eighty feet in front, and running from the road on the bank of the Wabash to the street St. Louis, one side by lands late of Antoine Marie, on the other by Henry Richard sold by Maonam to Richard and wife; two arpents of land, by forty deep, on the north side of the Wabash, opposite the Indian village, one side to Du Cherme, the other to Baradi, being a part of four arpents granted by St. Marie to Pierre Barthe.

Samuel Baird, one arpent of land in front, by forty deep, on the north side of St. Jerome river, running from the river, and leaving a public road on the bank thereof, according to the custom, joining Pierre Cournoye on one side, and Joseph Brossard on the other, with a house thereon.

Jacob Howell, a lot in Vincennes, twenty-five toises square, on the south and west to streets, on the east by David Howell, and north by another street.

Michael Barrackman, a lot in Vincennes, in the common, twenty-five toises square, on the north and east by streets, on the south by John Day, and on the west by William Morrison.

Christopher Wyant claims four hundred acres of land, on the head of the south fork of the little river of Mill creek; one side to Charles Langelo, the other by vacant lands bought of Louis Levron Mettye. It has been proved to Colonel Sargent, that there was ancient possession upon this tract of one hundred and sixty arpents; this quantity, therefore, must be surveyed for Wyant.

The heirs of Joseph Tougas, six arpents of land in front and fifty deep, situated at the Terre Noire, bounded by Nicholas Barjaron on one side.

François Mallet, a piece of land at a place called the Fauxchenaille. You must endeavor to ascertain the old boundaries; the quantity must not, however, exceed one hundred and sixty arpents, but upon good proof it was originally more. A piece of land on the river Du Chi, and another at the Bois Jaune. No boundaries for those are mentioned; endeavor to govern yourself by the old ones; they must not, at any rate, exceed one hundred and sixty arpents each.

Henry Vanderburgh, a piece of land, twelve arpents, more or less, being a part of sundry fields formerly the lands of the Piankashaws, containing, in the whole, about nineteen arpents, lying at the east of the village of Vincennes; bounded westerly by T. Doyle, north by Francis Bosseron, and others; sold by Simon Spring. A piece of land containing, of two fields joining each other in the old Indian village, sixty toises on one side, and forty in the other, bounded in front by the street where Du Betz lives, and, on the rear, partly by the fields of Alebomane, and partly by that of Nisbreche; part of Samuel Bradley's lot on one side, and on the other the field of Saspacona and Nez du Carbin; sold by the Nez du Carbin to Pierre Gamelin. A piece of land, two arpents in front, in the prairie of the Grand Marais, and forty arpents deep, joining, on one side, lands now or late of Jean Baptiste Perrot, and vacant land on the other side.

John Savage, a piece of land, four arpents in front and forty deep, lying on the mill run; bounded on the east by Bellow, and on the northwest and south by vacant lands.

Charles Chartres, four hundred acres of land upon the river Du Chi, to the east of Cardinal; bounded south by the river, and west by Louis; granted by the court of Vincennes to Jean Marie le Grand, 19th of February, 1781; by him transferred to Small, by Small to Chartiers, and mortgaged to Small for the purchase money; the original concession lost; the record in point apparently falsified, 1785 being changed to 1781. No survey to be made of this till proof of the early date be established—a forgery.

Jean d'Argilleure, called St. Pierre, a lot in Vincennes, twenty-five toises on one side and twenty on the other, joining Pierre Gamelin on one side, a street on the other, the widow Bosseron on the third; granted by Lieutenant Ramsey to Jacques la Tremouille, 9th November, 1768.

Jacob Pea, one hundred and sixty acres of lands bought of Frederick Bergen, granted by the court in 1783, and on which he lived in 1795.

Benjamin Beckes claims four hundred arpents by a grant to Moses Carter, in the year 1780, and conveyed to him regularly. It seems *this* or a part thereof is within the donation tract; if so, it must be satisfied adjoining the same, or otherwise laid off agreeable to the expression of the concession.

The heirs of Francis Bosseron claim a piece of land, ten arpents by forty, one side to Vaudrey, the other to Lefevre, granted to Bosseron, by the court, in 1785. This has been well improved, and, in the year 1790, it was promised by Colonel Sargent, that, should it fall within the donation tract, he should receive an equal quantity adjoining the same: the survey to be made accordingly.

Four hundred acres of land on the river Du Chi, bounded on the west by Hainton, and on three other sides by vacant lands; granted originally to Thomas Jones. If this has fallen in the additional donation tract, the heirs must be satisfied by lands adjoining the same.

Michael Bronliett, a piece of land upon the northeast of Vincennes, on the Chemin du Glaize, joining Charles Villeneuve and Jacques Cardinal, occupied by permission from the court, in 1777, four arpents by forty.

The widow of Charles Villeneuve claims a grant from the court, in 1777, of one hundred and sixty arpents, about four miles east of Vincennes, and joining Brouillet upon the east. Depositions prove this, and it must be surveyed accordingly.

A claim is made, for Joseph Chertier, of four hundred acres of land; Chertier knows nothing thereof, but gave a quit claim, verbally, to John Westgall, for two arpents by forty, which was once irregularly given to him by Joseph Lerche, an old inhabitant. This land lies upon the south side of the Island road, and may be surveyed for Westgall, upon his producing regular conveyance thereof from Learche, who appears to have been entitled to the same.

Benjamin Beckes claims four hundred acres of land at the forks of the river Du Chi; the river upon the east Asturgas on the west, vacant lands on south. This, by a grant from the court, January 22d, 1785: survey for him two hundred acres, English measure.

A piece of land, by purchase from François Mallet, lying on the Poplar Ridge, of four arpents by forty; granted by St. Ange, 1760.

Joshua Harbin; a piece of land on the river Du Chi, and the island Trace, of four arpents by forty, granted by the court, February 16th, 1785, to Bordelaux, by him to Vigo, and from Vigo to Harbin. This piece of land was given by St. Ange to Bordelaux, more than thirty years ago.

For John B. Delorrie four arpents by forty, about ten arpents from the lowest concessions in the lower prairie. This from St. Ange to Antoine Mallet, and from Mallet to Delorrie.

The heirs of Peter Cannoyer, ten lots, of twenty-five toises square each, situated east of Vincennes, a part of the old Indian lands, and a house and lot, one side to St. Louis street, the other to the Wabash; Vigo at one end, Marshall on the other.

Four arpents by forty, claimed by conveyances from Rouissant and Lemay. By the oath of Mr. Pierre Gamelin, it appears the same was granted upwards of thirty years ago, and improved ever since.

Henry Vanderburgh, by a conveyance from the heirs of Jean Baptiste La Guard, four arpents by forty, lying on the front line of the donation allotted by St. Ange to La Guard, thirty-five years ago.

Tousaint Dubois, two arpents by forty, on the south west by Pierre Carter, on the north east by Jean Baptiste Oullette, by a concession from the court, 1783, to Pierre Kerre, and from Kerre to him.

Seven arpents by fifty, situated below the little rock on the Wabash, bounded on both sides by vacant lands, and granted in 1759, by St. Ange, to Marie Joseph Richard Widow Autire; by the heirs assigned to Pierre Gamelin, by Gamelin to Dubois and Vigo, and by Vigo to Dubois.

Four arpents by forty, at the rock, beginning on the Wabash, granted by the court to Pierre Gamelin, 1783, and assigned by him to Dubois.

Four arpents by forty, joining the aforesaid tract, granted by the court, 1783, to Pierre Gamelin, jr. and by him also assigned to Dubois.

Isaac Decker claims four hundred arpents on White river, under a concession from the court of June, 1784; from consideration of the improvements, the whole granted.

Joseph Decker claims four arpents by forty, on the north side of the Wabash, granted, in 1780, to Hannah Dalton, and assigned to him from Val. Thom. Dalton, and wife Hannah.

Thomas Jones claims one and three quarters of an arpent of land by forty deep, on the north side of the Wabash, by purchase from Du Charme, who purchased of Ruissient, who purchased from Bosseron; Bosseron's grant believed to have been from St. Marie, 1772.

Henry Vanderburgh, two arpents by forty, in the lower prairie, purchased from old Louis Levron, called Mettie. Mrs. Gremare obtained this from St. Marie, and sold to Levron, who sells to Vanderburgh.

Moses Decker claims four arpents by forty on the north side of the Wabash; this, a grant from the court in 1783, to Andre Robinson. Dalton assigns it to Decker, but there is no assignment to Dalton. It may be surveyed, but cannot be conveyed to Decker till this error is corrected.

Jean Baptiste Villray, four arpents by forty, on the river Embarras, joining Joseph Page on the south, by a grant from the court, of the 14th of March, 1782.

The heirs of Mainard Arturgus, four hundred arpents in the forks of Du Chi, joining Moses Henry on one side, Benjamin Beckes on another, Johnson on another, and Countz on the other; by a grant from the court in 1785. From the state of improvements in 1791, and other causes, the whole of this is granted.

James Johnson, Esquire, claims nine acres in front, (more or less) and forty deep, situated on the fork road, bounded, in front, by Tousaint Codere, and, on the other side, by vacant land; purchased from Perodo, who had it in right of his wife, sister to Denoyon, who received it from St. Ange more than thirty years ago.

Robert Mays claims four hundred acres by a grant from the court, in 1784, situated between the river Du Chi and White river, one side to Matssou south, north and east by vacant lands. From the state of improvement certified to me, you are to survey for this claim one hundred acres English measure.

John Small, four arpents by forty, granted by the court to Cardine, the 12th of June, 1782, on Saw Mill run, joining Anelin. Cardine sold to Jones, and Jones to Martin, as appears from the testimony of Esquire Johnson and John Doret; and a bill of sale from Martin appears to Thomas Small, whose heir is John Small, the claimant.

Charles Thorn, by a grant from the court, 25th June, 1781, four arpents by forty; front on the Wabash, on the south and south west by James Bourne, and on the north and north east by John Beckey.

Michael Thoru, by a grant from the court of the 15th of May, 1783, claims four hundred arpents, which has fallen in the donation tract; the same to be satisfied where he now lives, provided it does not interfere with any legal claim.

Tobias Decker claims four hundred acres, settled upon by permission of the court, which he proves to have been given in 1785, and then, and before 1791, a number of fruit trees had been planted there, and several houses built; some two or more acres of corn planted, and other improvements. One hundred acres of land to be surveyed for him: he now lives upon the land.

Allen Ramsay, a case exactly like the former; living now upon his claim. One hundred acres thereof to be surveyed for him.

Jacque Coteau, by a grant of the court in 1782, at the black grounds on the Embarras, joining to Vilray, four hundred arpents.

Samuel Watkins, by a grant from the court, of 1782, four arpents by forty, on the other side the river Du Chi, joining the Cypress swamp.

William Hall claims four arpents by forty, a grant from the court, of 1780, on the Wabash; one side to Jabeé Ruland, another to Gabriel Le Grand.

William Hall claims four arpents by forty, by a court grant, of 1781, on the Wabash; one side to Louis Paine, another side to Thomas Hall.

Louis Paine, four arpents by forty, granted by the court, 1781, on the Wabash; joining William Hall on one side, and Depree on the other.

Thomas Hall, four arpents by forty, granted in 1781, on the Wabash; joining William Hall on one side, and Henry Cotton on another.

Robert Johnson claims four hundred and forty arpents on the river Du Chi, granted by the court to Felix Countz, December, 1783, assigned to Pierre Gamelin, 16th June, 1789, for four hundred arpents, and by him to Johnson. Four hundred arpents to be surveyed for Johnson.

Four arpents by forty, in the common, and at the end of Lafoe's tract; one side to Moses Henry, the other to vacant land, by a court grant, of 1783, to Henry Stophe, by him assigned to Ann Collins, widow of Moses Henry, now said Johnson's wife. If it should be in the tract reserved by Congress for the commons, it must not be surveyed.

Four arpents by forty, granted, in 1783, to Martin Leche, on the north side of Wabash, below the little village; one side to Martin Spetch, and the other to Henry Spetch, conveyed to the widow Ann Collins, now Johnson's wife.

R. Johnson also claims four arpents by forty, granted to Moses Henry in 1783; bounded northeast by Cardinal, southwest by Johnson, on the north side of Wabash. This to be surveyed and deeded to Moses Henry's heirs.

Barclay Hoche four arpents by forty, north side of the Wabash, below the Little Prairie, by Dalton on one side, vacant lands on the other. Grant of the court in 1783.

John Rice Jones four hundred arpents on the north side of the river Du Chi; one side to Countz, south by the said river, the two other sides by vacant lands. By assignment from Dalton, to whom the land was granted December, 1783.

Four arpents by forty on the north side of the Wabash, within a league of the village; granted by the court to Dalton, November, 1780, and assigned to Jones by Dalton.

Thomas Mallet claims two grants from St. Ange, dated in 1760. One of them from St. Ange is four arpents by forty on the river Du Chi, along the Island tract, and to be surveyed; the other not intelligible. If it can be explained, and should not exceed four arpents by forty, it may also be surveyed. Observe if warrants of survey have not been before entered for those tracts. It is believed the claims were exhibited to the Governor.

Daniel Sullivan, four arpents by forty on the banks of the Wabash, one side to Ruland, and another to William Hall; granted to John Bailey in June, 1782, assigned to Sullivan.

John Askin, two arpents by forty, north side of the river Wabash, by purchase from Etienne St. Marie, who held under Joseph Rivet. Sold by decree of the court. Rivet purchased of Boisverd. Supposed to have been part of Bosseron's grant.

Jacque Latramoux, four arpents by forty at the end of the second concession; one side to Baptiste Dubois. Angelique Racine, four arpents by forty at the Big Hill, granted and allotted to her father François Racine upwards of thirty years ago, about three miles east of Vincennes.

John Small claims four hundred arpents between the rivers Bosseron and Marie; on the west to Thomas Small; on the south and east by vacant land; on the north by Richard; granted in '85 by the court. Some small improvements are made to appear. Survey for him fifty acres English.

Thomas Small claims four hundred acres between the rivers Bosseron and Marie; granted as the former; in the situation also of the former; survey also to satisfy the same, fifty acres. John Small appears the heir of Thomas.

Robert Buntin claims four hundred acres on the big hill, about three miles northeast of Vincennes, on the road leading to the lick, by purchase from Jacque Cardinal. By the oath of Esquire Ediline, it is proved that Cardinal had permission to take up this land, and that in 1782 and 1791, there were upon it twenty acres under good cultivation, to be satisfied by four hundred arpents.

Robert Johnson four arpents by forty, in the common at the end of the church land, by a court grant of 1783 to Moses Henry, and Ann his wife, now the wife of Johnson. If in the tract reserved as commons by the United States, must not be surveyed.

Patrick Simpson claims four hundred acres by purchase from Racine, where he now lives. Seven acres and a half *only* seem to have been conveyed even by Racine to Simpson. This must be surveyed for Simpson.

The heirs of Paul Gamelin four arpents by forty, granted in 1783 to Paul Gamelin, being part of a general division of a thirty-two acre tract, which was subdivided into four arpents for eight grantees; lying at the rock above Vincennes.

For the minor children of Antoine Danis and Josete Naux, a tract of land on the White Oak level, about four miles from Vincennes, four arpents by forty; a grant from St. Ange. If this is out of the commons, it must be surveyed conformably to the ancient boundaries.

CINCINNATI, *January the 8th, 1798.*

The following you will be pleased to consider as a supplement to my warrants for survey in Knox county, bearing date the 23d of October, 1797:

For Abraham Decker, claiming four hundred arpents between the river Du Chi and White river, and joining to Benjamin Beckes by a court grant of March the 20th, 1785, and some small improvements thereupon; the grant was to John Decker, his father, and assigned by Luke Decker, the heir at law, to the said Abraham; survey fifty acres.

For François Barraix, six arpents by forty in the Cathalinette, one side to Dumais, and another to the common, granted by Lieut. Rumsey, July the 24th, 1768, to St. Perthuis, and by him assigned to the said Barraix; survey the same.

For Guiliam Page, four arpents by forty on the river Embarras, joining on one side to Joseph Page, by a court grant of the 14th of March, 1782; survey the same.

For Joseph Page, four arpents by forty on the Embarras, joining Guillian Page, by a court grant 14th March, 1782; survey the same.

For Laurance Bayadone, four arpents by forty, on the north side of the Wabash; one side to Ducharm, and another to Lamotte, and nearly opposite the fort, by purchase from the heirs of Jean Baptiste Racine, once commandant of Vincennes, and who improved the same twenty-five years past; survey the same.

For Joseph Lamotte, four arpents by forty, joining the above tract, by purchase from Racine's heirs also, and proved by him to have been cultivated as the former; survey the same.

For George Rogers Clerk, three hundred and twenty arpents on the north side of the Wabash, in the grand prairie of the little village, beginning on the river, by a court grant in the year 1781; survey the same.

For Antoine Marshall, two arpents by forty on the west of the village, and joining the lower prairie, beginning on the Wabash and running back to the Cathalinette swamp, on the east to Andrew Montplesure, and on the west to William Page, by purchase from Andrew Coder, to whom it was assigned by the commandant Racine twenty years past; survey the same.

Guilliam Page, two arpents by forty, joining the lower prairie, beginning on the Wabash, and running back to the Cathalinette swamp; one side to Coder, another to vacant lands, granted to him by the commandant Mr. St. Marie; survey the same.

Laurent Bayadone, one lot in town, twelve toises by twenty-five, joining Cardinal on one side, and Dubois on the other, by purchase from Turner Vachet, who held from Andrew St. Dezier, who possessed by exchange with Mr. Brouillette; to be surveyed, but the right of Brouillette must be determined before a deed will issue.

One other lot, twenty-five toises square, by purchase from Dubois, who purchased from Louis Browne in 1773, one side Bayadone's land, another to Bouche, and two others to streets; this also may be surveyed, but Browne's title must be ascertained before a deed can issue.

The heirs of Peter Barrackman, four hundred arpents on the waters of the river Du Chi, granted by the court the 10th of March, 1782, to John Cardine; by him sold to Saint Pierre, the curé of Illinois; and by him assigned to Elizabeth, the wife of Peter Barrackman; survey the same.

Also one other tract of four hundred arpents on the waters of the river Du Chi, granted by the court 10th of March, 1782, to Louis Cardine, by him assigned to St. Pierre, and by St. Pierre to Elizabeth, the wife of Peter Barrackman; survey the same.

The heirs of Peter Barrackman claim, also, four hundred acres more upon the waters of the river Du Chi, adjoining the before named tracts, by a grant from the court, 10th of May, 1785. As there were early and considerable improvements on this tract, two hundred acres may be surveyed to satisfy the claim.

They claim, also, one lot in the back part of the town, twenty-five toises square, by a court grant of 1785, which is to be surveyed, the same having been considerably improved.

Peter Barrackman, Jun. claims a lot joining the same granted also in 1785, upon which are considerable improvements. If it does not exceed the common size of the lots, it is to be surveyed.

Phillip Cott claims four hundred arpents taken up by permission, and an order of court for survey of the same in 1785, in favor of Christian Holk, from whom he has purchased some small improvements, were early made upon this place; therefore fifty acres may be surveyed to satisfy the same.

Robert Day claims a lot, in the rear of Vincennes, twenty-five toises square, in virtue of a court grant of 1785. If there are improvements upon this lot it may be surveyed.

William Howell claims a lot, under the same authority as the former, of twenty-five toises.

Jacob Howell claims a lot, of twenty-five toises, situated and circumstanced as William Howell's; they may both be surveyed if they have been improved.

Nicholas Chappard, two arpents on the Wabash, south of the village, and running back to the Cathalinette swamp, one side to Lalemere, by an old grant from St. Marie; survey the same.

Isaac Miner, four arpents by forty on the north side of the Wabash, at the little village, by a grant of the court, in December, 1783, to Henry Spoch, conveyed by him through his attorney, Antoine Gamelin, to Ann Collins, widow of Moses Henry, and now the wife of Robert Johnson, and by Robert Johnson to said Miner; survey the same.

Antoine Lalemere, two arpents by forty, joining Chappard's tract, and running back to the Cathalinette, by an old grant from St. Marie; survey the same.

Daniel Smith, four arpents by forty, at the Rock, by a court grant of 1783, to Bonday, and sold by him, through his attorney, Gamelin, to Levrie, and by him to Murphy, and by Murphy to the said Smith; survey the same.

Alexander Vallee claims four arpents by forty on the Wabash, below the rock, joining on one side to Latulippe, by a grant from the court, 1785. Some small improvements having been made, survey, to satisfy the claim, twenty-five acres.

Margaret Bolon, widow of Antoine Marie, claims four arpents, by forty, on the Wabash, bounded on the south-west, to her husband, by a grant of 1785, from the court to her for services in interpreting the Indian language or tongue; unless some improvements can be proved, or the case be a most special one, it is not probable this claim can be granted.

The one other tract of similar quantity and adjoining, claimed by her as granted unto her husband, is exactly alike circumstanced.

John Day claims a lot of twenty-five toises square, back of the town, by a court grant of 1785, which is to be surveyed if it has been improved.

William Morrison, four arpents by forty, north side of the Wabash, at the little village, granted to Robert Jennings, in the year 1783, and by him assigned to Jones, and by him to the said Morrison; survey the same.

Joseph Baird claims three several tracts of four arpents by forty, each, said to have been granted by the court in 1783, to Nicholas Joseph and Alexis Edeline. Query, Were they then minors? were they capable of improving lands? or was the grant intended as an imposition? The court never possessed the right to make grants, and all confirmations, on or before 1783, (after Virginia had assumed the government) must be passed to the account of generosity. It is a pity those claims were not before exhibited, and they must be better understood before they are confirmed.

Samuel Baird, one arpent by forty, on the north side of the Wabash; one side to Connoyer, and the other to Joseph Bresaid, by purchase from St. Jean, called Detard, who purchased from Louis Lemay 15th of October, 1787, Lemay's title to be proved previous to an order of survey.

Ann Dalton, wife of T. Dalton, four arpents by forty, on the north side of the Wabash, by a grant in 1783 (supposed to be a court grant) and assigned by T. Dalton, 11th of May, 1784, to Adam Shoemaker, and by him to Daniel Barton, who is supposed to be the claimant if he has not forfeited by absence; it must be surveyed.

The heirs of Jean Baptiste Beaux Chain, one hundred and sixty arpents of land joining the donation; survey the same, agreeably to old boundaries, it appearing to have been very early with the family.

The heirs of Daniel Sullivan claim four arpents by forty in the river Du Chi prairie, where the station formerly stood. It appears from Mr. Decker's testimony that the written claim to this land is supposed to have been lost, or mislaid, at the time Colonel Sargent formerly examined the claims at Vincennes. Every paper relating to the lands in that quarter, which was presented, has been recorded or entered; there were very many from Sullivan, but this is not in the number; there would be risk in ordering it to be surveyed for the heirs at this time.

George Cott, two arpents by forty, on the river Du Chi prairie, by concession of the Government, twenty-five years past to Francis Lamar, and who exchanged the same with Pierre Gramaud, who sold it to Luke Decker, from whom the said Cott purchased it; survey the same.

Lawrence Slouter, four arpents by forty, granted by the court in 1781, on the north side the Wabash; one side to Le Grand; survey the same.

Moses Decker, four hundred arpents between White river and Du Chi; although there appears to have been early improvements upon this tract, yet, as no authority is produced for entry or occupancy, it cannot be surveyed.

Abraham Decker, Jun. four hundred arpents in the White river prairie, by a court grant of 1784, and joining to Isaac Decker. It being proved that there were considerable and early improvements upon this tract, two hundred acres must be surveyed to satisfy the claim.

Patrick Simpson's claim of seven and a half arpents by forty, upon which he lives, being an old grant to Racine, from whose heirs he purchased it, you must survey it; and, if I mistake not, this, your application for the same, is a *second*, and *this* also my *second* warrant of survey for Simpson's land.

This claim of Simpson's is the last you have transmitted me, and, I trust, I am now through this disagreeable business. I have endeavored to do justice to the United States, and also to individuals, and to deal generously by them.

I suppose copies of the claims you have transmitted me are kept; upon those where I have observed silence a total rejection must be understood, and amongst them, for such as were in the donation tract, notwithstanding small improvements which may have been evidenced, it was out of my power to order the smallest compensation, though I did *this*, in one or two instances, at Vincennes, where I had so pledged myself, previous to the order for laying off the tract as a matter of general accommodation.

In all cases, where I have conditionally ordered surveys, it will be necessary that you state to me with your returns that the conditions have been complied with: that is, that improvements are made where such are required, and that the claim of conveyance, &c. is produced to make titles complete.

I am, sir, your humble servant,

W. SARGENT.

5th CONGRESS.]

No. 45.

[3d Session.]

GRANTS TO SETTLERS IN VINCENNES AND THE ILLINOIS COUNTRY.

COMMUNICATED TO THE SENATE, FEBRUARY 21, 1799.

CINCINNATI, January 7, 1799.

SIR:

I have the honor to return to you the paper referred to me by the Senate of the United States, and enclosed in your letter of the 6th March last, together with my report upon them; which I request you will be pleased to lay before the Senate. An accident prevented their coming to my hands so early as they ought to have done, or the report would not have been so late.

I have the honor to be, sir, your obedient servant,

AR. ST. CLAIR.

SAMUEL A. OTIS, Esq., *Secretary of the Senate.*

CINCINNATI, January 7, 1799.

To the Senate of the United States:

In obedience to the resolution of the 6th of March last, the Governor of the territory of the United States northwest of the Ohio, on the papers referred to him, reports:

That, early in the year 1790, he proceeded to the Illinois country, in order to organize the Government in that quarter, and to carry into effect the resolutions of Congress, of the 20th June and 29th August, 1788.

That, in pursuance of the resolution of the 20th of June, the inhabitants were directed to exhibit their titles and claims to the lands they held and claimed, that they might be examined and confirmed. A great many claims and title deeds were accordingly exhibited, examined, and decided upon, and orders of survey, for such as were found authentic, were issued; which was necessary to be done before patents of confirmation could be made out.

That the several tracts of land ordered to be laid out near the villages in that country, and distributed in pieces of four hundred acres to the heads of families who had been residing there in the year 1783, were neither laid out nor distributed; because the inhabitants represented that, from the change of location, by the resolution of 29th August, they would be thrown into a part of the country entirely unfit for cultivation, and at such a distance from their settlements as to render them useless to them; circumstances which they supposed Congress had not been informed of, and were in the hope that they might be allowed to have them in some more advantageous situation. Their petition on that subject, together with a particular report of all the Governor's proceedings in that country, was delivered to the Secretary of State in 1791, and is in his office; and to that report the Governor begs leave to refer, as he has no copy of it at present within his reach.

That very few returns of the plots of surveys have as yet come into the office of the Secretary of the Treasury; few, indeed, had been made when the Governor returned to that country in the year 1795, owing, in some measure, to the incapacity of the person who had been appointed surveyor, (who was, however, the only person in the country who could run a single line) and to the ignorance and poverty of the people.

That it became necessary to re-examine many of the claims, the act of the 3d March, 1791, having recognized, under certain restrictions, the grants of lands which had been made by the officers of the State of Virginia posterior to the cession of the country to the United States, and by the courts of justice who had assumed that power, all of which had been rejected. The Governor, therefore, returned to that country in 1795, and many claims were then brought forward which had not been presented before; and it is probable that there are others yet to be presented: for, both the old rights and the court grants had become subjects of traffic, and scattered in different parts of the United States. A new surveyor was then appointed, and the warrants of survey unexecuted put into his hands.

That the act of 3d March, 1791, having repealed the resolution of the 28th August, 1788, so far as respected the location of the donations to the heads of families, the original location was restored, and they ought to have been laid out; but it was not done, because it was found that the lands near the villages, to the westward of the ridge of rocks, (which is better known by the name of the Mississippi bottom) which was intended for them, was nearly all covered by old grants, and the people again petitioned for leave to lay them on other lands, as they have done several times since. Some of those petitions have passed through the hands of the Governor, and were by him transmitted to the Speaker of the House of Representatives, when the Congress were in session, and to the Secretary of State when they were not in session.

That few returns of surveys have come into the Secretary's office since the last appointment of a surveyor for the Illinois country; but the Governor is informed that some progress in the business has been made. The communication with that country is difficult and uncertain, and the surveyor would not trust his returns to casual opportunities; and the moment when he was ready to have come on with them, he was thrown from a horse, and his thigh broken, which confined him for a great length of time. He is expected at Cincinnati in the course of this month.

That there have been only twenty-one patents of confirmation issued, and according to the form herewith transmitted.

That the hostile disposition of the Indians in the year 1791, an attack having been actually made upon the settlement near Kahokia, at the time the Governor was there, and their declining to meet him at St. Vincennes, which had been proposed to them, convinced him that war was determined on by them; and, conceiving that they might be forestalled, he left the Illinois country, and hastened to the head quarters of General Harmer, to concert with him the plan of an expedition, which, should it be approved by the President, might discounten them, and put the settlements in safety; and committed the execution of the resolutions, relative to the lands and people about St. Vincennes, to Mr. Secretary Sargent, on whom the powers of the Governor devolved in his absence; and he was instructed to consider him as absent as soon as he embarked upon the Mississippi, that his power might be competent. His proceedings were reported on the 31st July, 1790, to the President of the United States. The person, however, who had been appointed surveyor by him, left the country soon after, and little progress was made in the business, except that a tract of land for the donations to the heads of families was laid out. Another surveyor was appointed by the Governor in 1795, and was, by him, directed to lay off the donations of one hundred acres to the militia, as contiguous to the village of St. Vincennes as might be; and that, in case any of them were settled upon lands by a court grant which had been rejected, or without grant, to lay the donation on the lands they were settled upon, so as to cover their improvements.

That, within the tract of land at St. Vincennes, set apart to satisfy the donations to the heads of families, several parcels of land, claimed by the ancient inhabitants as concessions from commanding officers, as well as by court grants, had fallen, and the surveyor was directed to satisfy the claimants by other lands, which would have readily been accepted, in equal quantity.

That, in 1797, the Secretary being again at St. Vincennes, and few of the militia donations laid out, the surveyor was, by him, directed to lay the remainder in a body together on the south side of White river. The Indians have since, and very justly, complained of those surveys; and as the Governor had expressly forbidden any surveys to be made to the southward of that river, and did not know that the Secretary had authorized them, he supposed it had been the act of some private adventurers. He told the Indians that they had been made without authority, and would not be suffered to be occupied. The surveyor has been since at Cincinnati, and produced his authority from the Secretary. He was directed to inform the persons to whom they had been allotted, that they would all be vacated; but as the Governor had submitted the matter to the Secretary of State, he did not choose to give any definitive order until he should receive an answer from him.

That, by the act of the 3d March, 1791, the Governor is empowered, where lands have been actually improved and cultivated under a supposed grant for the same, to confirm to the persons who made such improvements, their heirs, and assigns, the lands supposed to have been granted, or such part thereof, as he, in his discretion, may judge reasonable, not exceeding, to any one person, four hundred acres.

That the Governor had taken measures for ascertaining the nature of the improvements which had been made upon those lands; but, perceiving there would be great difficulty in exercising that discretionary power in a satisfactory manner, he had deferred it; and, in a conversation with the Secretary of State, in September, 1797, he stated the difficulties to him. In many cases there would be very small improvements, while the persons were equally deserving of the bounty of Congress as those who had made much larger, and, indeed, were objects of compassion: for, having been intercepted or driven off by the Indians, they had lost their time, and the benefit that would have accrued to them from their labor being bestowed upon the lands they had obtained; and many of them, from the dangerous and unsettled state of the country, were reduced to extreme poverty; while others, who had been able to continue their possession, were wealthy and had fine farms. Many lost their lives, and their widows and children have little left except their claim to that land which the loss of the husband or the father prevented the cultivation of. That it would be impossible for the Governor to do perfect justice; and, even if he could do justice strictly, he would not escape the charge of partiality, when exercising a discretionary power. That it was his opinion, it was not so much the nature or quantity of improvement which should be considered as the intention of the party in making it; and that wherever it could be made to appear that a person had obtained a grant, and began to improve the land, with the intention bona fide to make a settlement, that the whole quantity should be confirmed to him. The opinion of the Secretary coincided with that of the Governor, and he recommended it to him to proceed in that manner. In the mean time the Secretary of the territory had returned to that country, and proceeded to allot the lands according to his discretion. Some rough minutes of his transactions are left in the office, but it is not easy to discover by what rule they were governed; in some cases four hundred acres are given, in some two hundred, and in some twenty-five acres; and in one, where the improvement was proved to have been worth eight hundred dollars, fifty acres. In the cases where the lands claimed fell within the donation tract, this short note appears: "In the donation tract, and cannot be confirmed." The people are extremely dissatisfied.

That a claim to certain lands near to St. Vincennes was, in the year 1795, presented to the Governor by Benjamin Reed, but the papers, which were the foundation of it, had been so injured by water that, in many parts, they were not legible. They appeared, however, to have been grants, but for what lands it was impossible to make out. But this much the Governor perfectly recollects, that, in no part of them, did it appear that they had ever been transferred to Reed; that he informed Reed that, from any thing that appeared, if the grants could be made out, the land mentioned in them could not be confirmed to him, but to the person named in them, his heirs, or assigns. But the Governor is persuaded that Reed never presented to him any claim as assignee of Bradley, assignee of Languedoc. The circumstance of the grant having been conditioned for the building a saw mill, would have naturally led to an inquiry whether the condition had been performed; and there could have been no difficulty in ascertaining the fact; neither is there any in it now. If Languedoc obtained a grant from St. Marie on conditions, these conditions having been performed, he is entitled as an ancient inhabitant; and, if the chain of conveyance is perfect, Reed will come in under him. If the chain of conveyance is not perfect, either the heirs of Languedoc, or Bradley, as the case may be, will come in. The Governor presumes, that, as the land has fallen within the donation tract, and of course has been allotted to another person, an equal quantity of land, in another place, would be readily accepted in lieu of it.

That the representations of the American inhabitants, and heads of families, are in general just; and, as a former part of this report applies to them, the Governor will not trouble the Senate with a repetition.

That a very considerable number of people are settled upon the Scioto river, from its entrance, into the Ohio for more than sixty miles; but the principal settlement is in the upper part, eight or ten miles above and below Chillicothe. There are many families, likewise, upon the Ohio bank, from the Scioto upwards; and likewise below the Great Miami, and on the tract of land claimed by Judge Symmes, beyond what has been granted to him. It is believed their numbers together are upwards of two thousand, and the most of them express a desire to purchase when the lands shall be offered for sale; few of them, it is thought, will be found prepared to pay even for one hundred and sixty acres, at two dollars per acre. In Pennsylvania, under the proprietary Government, the people were indulged in taking up lands, in quantities not exceeding three hundred acres, on credit, at a moderate price, but paying interest for the whole purchase money, and both principal and interest remained a lien upon the land until the whole was paid up; neither could they obtain a patent until that was done. The lands were surveyed by the officers of the Government, at the expense of the applicants; valuable improvements soon followed; and, in time, both principal and interest were paid without inconvenience to any one. Whether such a mode of disposing of the lands in the Northwestern territory would be eligible, the Governor will not take upon himself to say; but, as the money arising from the sales of those lands is appropriated to the payment of the public debt, though little money would be immediately received, an interest would accrue equal to the value of them, to meet a like sum of interest accruing on the debt. Besides, should it become necessary that those people, already so numerous, and daily increasing in number, should be removed, very considerable difficulty may attend it; and of that the Governor has long been aware, and has often represented it.

All which is respectfully submitted.

AR. ST. CLAIR.

[6th CONGRESS.]

No. 46.

[1st SESSION.]

COMMISSION TO SETTLE LAND CLAIMS WITH GEORGIA.

COMMUNICATED TO THE SENATE, DECEMBER 31, 1799.

Gentlemen of the Senate:

I nominate Timothy Pickering, Secretary of State; Oliver Wolcott, Secretary of the Treasury; and Samuel Sitgreaves, Esq. of Pennsylvania; to be commissioners to adjust and determine, with commissioners appointed under the legislative authority of the State of Georgia, all interfering claims of the United States and that State, to territory situate west of the river Chattahoochee, north of the thirty-first degree of north latitude, and south of the cession made to the United States by South Carolina; and also to receive any proposals for the relinquishment or cession of the whole, or any part of the other territory claimed by the State of Georgia, and out of the ordinary jurisdiction thereof, according to the law of the United States, of the 7th of April, 1798.

JOHN ADAMS.

UNITED STATES, December 31, 1799.

[6th CONGRESS.]

No. 47.

[1st SESSION.]

REFUGEES FROM NOVA SCOTIA.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, FEBRUARY 17, 1800.

The Secretary of War, and the Secretary and Comptroller of the Treasury, in pursuance of the act passed on the seventh day of April, 1798, entitled "An act for the relief of the refugees from the British Provinces of Canada and Nova Scotia," respectfully submit to Congress the following special report on the claim of Seth Harding:

The following facts appear to be satisfactorily established:

1st. That the claimant removed from Norwich, in Connecticut, in the year 1771, to Liverpool, in Nova Scotia, and carried with him personal property of the value of about two thousand dollars.

2d. That he was for several years a member of the General Assembly; and in the year 1773 was appointed a Justice of the Peace, and one of the Justices of the Court of Common Pleas for Queen's county, in said province; that he lived in apparently easy and prosperous circumstances, on an income which is declared by the claimant to have amounted to about five hundred dollars per annum.

3d. That he privately retired from Nova Scotia in August, 1775, with an inconsiderable proportion of his property; that the residue left behind was sold at public auction by the commander of a British sloop of war, as the property of an enemy, and that no part thereof was afterwards recovered by the claimant.

4th. That the intention of the claimant, as declared at the time of his return to Connecticut, was to engage actively on the side of this country, in the war which had then commenced with Great Britain.

5th. That the claimant, during the late war, commanded the brigantine *Defence*, equipped by the State of Connecticut; also, the States' ship *Oliver Cromwell*; and was afterwards promoted to command the United States' frigate *Confedency*: that, in every service, he was distinguished as a brave, enterprising, and successful commander, until the year 1781, when the *Confedency* was captured by a greatly superior force; and that the court of inquiry who investigated the causes of said capture, reported, that the conduct of the claimant had been proper and becoming his station.

6th. That, early in 1776, while he was commander of the brigantine *Defence*, the claimant captured three vessels, having on board a regiment of troops, five thousand stands of arms, besides supplies of ammunition, tents, and military clothing, which, at that time, were of essential importance to the public defence; that, subsequently, other valuable prizes were made; and that, during the war, about eleven hundred soldiers and seamen were captured by vessels commanded by the claimant.

7th. That, owing to the depreciation of the public currency, the insolvency of prize agents, and other casualties, the claimant has, at no time, derived the emoluments which might have been reasonably expected as the result of his perseverance, bravery, and good fortune, as a naval commander.

8th. That the claimant is now in a state of poverty, unable, from age, to support himself by exertions of industry; and that the representation made by himself is believed to be true; namely, that he is indebted more than one thousand dollars, chiefly in consequence of sickness in his family.

Upon the facts before stated, and with reference to the scale of compensation established by the act of Congress above recited, we respectfully submit it as our opinion, that a grant ought to be made in favor of Seth Harding, of two thousand acres of land, to be located in such manner as Congress may please to prescribe.

All which is respectfully submitted by

JAMES MCHENRY, *Secretary of War.*
OLIVER WOLCOTT, *Secretary of the Treasury.*
JOHN STEELE, *Comptroller of the Treasury.*

TREASURY DEPARTMENT, February 15, 1800.

6th CONGRESS.]

No. 48.

[1st SESSION.]

SALE OF LANDS.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, FEBRUARY 19, 1800.

Mr. HARRISON, from the committee appointed to inquire whether any, and if any what, alterations are necessary in the laws providing for the sale of the lands of the United States, northwest of the Ohio, made the following report:

That, upon inquiring into the situation of the salt springs and licks, the property of the United States, they have been informed, from respectable authorities, that those on the west side of the Scioto, on the east of the Muskingum, and one or two near the Great Miami, are now in the occupancy of a number of persons who are engaged in the making of salt to a very considerable extent; and that these persons, by a destructive waste of the timber in the neighborhood of the springs, are daily diminishing their value. The committee, therefore, think it advisable that measures should be immediately taken to secure to the United States the benefits arising from these springs, and therefore submit to the House the following resolution:

Resolved, That all the salt springs and licks, the property of the United States, in the territory northwest of the Ohio, ought to be leased for a term not less than ——— nor more than ——— years.

6th CONGRESS.]

No. 49.

[1st SESSION.]

RENEWAL OF A MILITARY LAND WARRANT.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, FEB. 21, 1800.

Mr. DAVIS, from the committee to whom was referred the petition of John Mountjoy, made the following report:

That it appears to the committee that the petitioner was a captain in the service of the United States, in the Revolutionary war with Great Britain, and entitled to bounty land. It appears, also, by an extract from the office of the Secretary of War, that the land warrant of the petitioner was cut out of the book; a receipt, dated the 26th of February, 1793, and not signed, was left in the office. The land warrant, No. 2492.

The committee are of opinion that, in consequence of the neglect, or the misconduct of an officer in the War Office, no loss ought to fall on the innocent party.

Resolved, therefore, That the Secretary of War be directed to give to John Mountjoy, late a captain in the service of the United States, a land warrant, No. 2492, for three hundred acres of bounty land.

6th CONGRESS.]

No. 50.

[1st SESSION.]

CONFIRMATION OF AN INDIAN GRANT.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, FEBRUARY 21, 1800.

Mr. HARRISON, from the committee appointed to inquire whether any, and if any what, alterations are necessary in the laws authorizing the sale of the lands of the United States northwest of the Ohio, and to whom was referred the petition of Isaac Zane, have taken into consideration the said petition, and make thereon the following report:

That the petitioner states that he was made a prisoner by the Wyandot Indians, when an infant of nine years of age, with which nation he has ever since remained, having married an Indian woman, by whom he has many children; that his attachments to the white people has subjected him to numberless inconveniences and dangers during the almost continual wars which existed between the United States and the Indians, until the peace of Greenville, in 1795.

That, previous to that period, a tract of land on which he now lives, had been assigned to him by the Wyandot Indians, and that no idea was entertained, when that treaty was made, that the land which had been given him would fall within the boundary of the United States. (which now appears to be the case) and, of consequence, that no provision was made in that treaty in his favor. All of which the committee have reason to believe is perfectly true: and it further appears from a certificate given by Governor St. Clair, the agent for Indian affairs in the Northwestern territory, that, at a conference with the chiefs of the Wyandot nation, in the month of October, 1799, the said chiefs declared it to be the wish of their nation, that a tract of land four miles square, at a place called the Big Bottom, on Mad river, a branch of the Great Miami, should be confirmed to the said Zane, this land having been set apart for him previous to the treaty of Greenville. Having taken these circumstances into consideration, and having been creditably informed that the petitioner has, in the course of the Indian war, rendered great and repeated services to the frontier settlements, by giving information to them of any hostile design meditated against them by the Indians, at the no small risk of his life; and having, as far as his power extended, protected and sustained the unfortunate persons who were occasionally carried into captivity: the committee have concluded that the petitioner ought to have confirmed to him a tract of land equal, in some degree, to the intentions of the Indians, and to the services rendered by the petitioner to the United States; they therefore recommend to the House the adoption of the following resolution:

Resolved, That a committee be appointed to bring in a bill authorizing the President of the United States to convey, in fee simple, to Isaac Zane, two thousand five hundred and sixty acres of land, to be laid off in a square, two miles each way, at a place called the Big Bottom, on Mad river, a branch of the Great Miami river, and where the said Zane now lives.

6th CONGRESS.]

No. 51.

[1st Session.]

CONNECTICUT WESTERN RESERVE.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, ON THE 21ST OF MARCH, 1800.

Mr. MARSHALL, from the committee to whom was referred the consideration of the expediency of accepting, from the State of Connecticut, a cession of jurisdiction of the territory west of Pennsylvania, commonly called the Western Reserve of Connecticut, with directions to report by bill, or otherwise, made the following report:

That, in the year 1606, on the 10th of April, James I. King of England, on the application of Sir Thomas Gates and others, for a license to settle a colony in that part of America called Virginia, not possessed by any Christian prince or people, between the thirty-fourth and forty-fifth degrees of north latitude, granted them a charter. In order to facilitate the settlement of the country, and at the request of the adventurers, he divided it into two colonies. To the first colony, consisting of citizens of London, he granted, "That they might begin their first plantation and habitation at any place on the said coast of Virginia or America, where they shall think fit and convenient, between the said four-and-thirty and one-and-forty degrees of the said latitude; and they shall have all lands, &c. from the said first seat of their plantation and habitation, by the space of fifty miles, of English statute measure, all along the said coast of Virginia and America, towards the west and southwest, as the coast lieth, with all the islands, within one hundred miles, directly over and against the same seacoast; and also all the lands, &c. from said place of their first plantation and habitation, for the space of fifty like English miles, all along the said coast of Virginia and America, towards the east and northeast, or towards the north, as the coast lieth, with all the islands, within one hundred miles, directly over and against the said seacoast; and also all the lands, &c. from the same fifty miles every way on the seacoast, directly into the main land, by the space of one hundred like English miles; and that no other subjects should be allowed to settle on the back of them, towards the main land, without written license from the council of the colony."

To the second colony, consisting of Thomas Hanham and others, of the town of Plymouth, King James granted the tract between the thirty-eighth and forty-fifth degrees of north latitude, under the same description as the aforesaid grant was made to the first colony. To these grants a consideration was annexed, that a plantation should not be made within one hundred miles of a prior plantation.

By the same charter, the King agreed that he would give and grant, by letters patent, to such persons, their heirs, and assigns, as the council of each colony, or the most part of them, should nominate or assign, all the lands, tenements, and hereditaments, which should be within the precincts limited for each colony, to be holden of him, his heirs and successors as for the manor of East Greenwich, in the county of Kent, in free and common socage only, and not in capite. And that such letters patent should be sufficient assurance from the patentees, so distributed and divided amongst the undertakers for the plantations of the several colonies, and such as should make their plantations in either of the said several colonies in such manner and form, and for such estates, as shall be ordered, and set down by the council of said colony, or the most part of them, respectively, within which the same lands, tenements, or hereditaments, shall lie or be: although express mention of the true yearly value or certainty of the premises, or any of them, or of any other gifts or grants, by the King, or any of his progenitors, or predecessors, to the guarantees was not made, or any statute, &c. to the contrary notwithstanding.

On the 23d of May, 1609, King James, on the application of the first colony for a further enlargement and explanation of the first grant, gave them a second charter, in which they were incorporated by the name of "The Treasurer and Company of Adventurers and Planters of the city of London, for the first colony of Virginia."

In this charter the King grants to them all the lands, &c. in that part of America called Virginia, from the point of land called Cape or Point Comfort, all along the seacoast, to the northward, two hundred miles; and from the said Point of Cape Comfort, all along the sea-coast, to the southward, two hundred miles; and all that space and circuit of land, lying from the seacoast of the precinct aforesaid up into the main land throughout, from sea to sea, west and northwest; and also all the islands within one hundred miles along the coast of both seas of the precinct aforesaid.

On the 12th of March, 1611-12, on the representation that there were several islands without the foregoing grant, and contiguous to the coast of Virginia, and on the request of the said first colony, for an enlargement of the former letters patent, as well for a more ample extent of their limits and territories into the seas adjoining to and upon the coast of Virginia, as for the better government of the said colony, King James granted them another charter. After reciting the description of the second grant, he then proceeds to give, grant, and confirm, to the Treasurer and Company of Adventurers and Planters of the city of London for the first colony of Virginia, and their heirs, &c. "all and singular those islands, whatsoever, situate and being in any part of the ocean, seas, bordering on the coast of our said first colony in Virginia, and being within three hundred leagues of any of the parts heretofore granted to the said Treasurer and Company in said former letters patent as aforesaid, and being within the one-and-fortieth and thirtieth degrees of northerly latitude, with all the lands, &c. both within the said tract of land on the main, and also within the said islands and seas adjoining, &c. *Provided, always,* That the said islands, or any premises herein mentioned, or by these presents intended, or meant to be conveyed, be not actually possessed or inhabited by any other Christian Prince or State; nor be within the bounds, limits, or territories, of the northern colony, heretofore by us granted, to be planted by divers of our loving subjects in the north part of Virginia."

On the 15th day of July, 1624, James I. granted a commission for the government of Virginia, in which it is alleged that the charters to the Treasurer and Company of Adventurers and Planters of the city of London, for the first colony of Virginia, had been avoided upon a quo warranto brought, and a legal and judicial proceeding therein by due course of law.

On the 20th day of August, 1624, James granted another commission for the government of Virginia, in which it is alleged "Whereupon we, entering into mature and deliberate consideration of the premises, did, by the advice of our Lords of the Privy Council, resolve, by altering the charters of the said company, as to the point of government, wherein the same might be found defective, to settle such a course as might best secure the safety of the people there, and cause the said plantation to flourish; and, yet, with the preservation of the interests of every planter and adventurer, so far forth as their present interests shall not prejudice the public plantations; but because the said Treasurer and Company did not submit their charters to be reformed, our proceedings therein were stayed for a time, until, upon quo warranto brought, and a legal and judicial proceeding therein, by due course of law, the said charters were, and now are, stand avoided."

On the 13th of May, 1625, Charles I. by his proclamation, after alleging that the letters patent, to the colony of Virginia, had been questioned in a legal course, and thereupon judicially repealed, and judged to be void, declares that the government of the colony of Virginia, shall immediately depend on himself, and not be committed to any company or corporation.

From this time Virginia was considered to be a royal Government, and it appears that the Kings of England, from time to time, granted commissions for the government of the same.

The right of making grants of lands was vested in and solely exercised by the Crown.

The Colonies of Maryland, North and South Carolina, Georgia, and part of Pennsylvania, were erected by the Crown, within the chartered limits of the first colony of Virginia.

When the King of France had dominions in North America, the land in question was included in the province of Louisiana, but no part of it was actually settled by any of his subjects. After the conquest of the French possessions in North America by Great Britain, this tract was ceded to the King of Great Britain, by the treaty of Paris, in 1763.

In the year 1774, the Parliament of Great Britain passed an act, declaring and enacting "That all the territories, islands, and countries, in North America, belonging to the Crown of Great Britain, bounded on the south by a line from the bay of Chalers, along the high lands which divide the rivers that empty themselves into the river St. Lawrence, from those that fall into the sea, to a point in forty-five degrees of north latitude on the eastern bank of the river Connecticut, keeping the same latitude directly west, through the lake Champlain, until in the same latitude it meets the river St. Lawrence; from thence, up the eastern branch of said river to the lake Ontario; thence through the lake Ontario and the river commonly called Niagara; and thence, along by the eastern and southeastern bank of lake Erie, following the bank until the same shall be intersected by the northern boundary, granted by the charter of the province of Pennsylvania, in case the same shall so be intersected; and from thence, along the said northern and western boundaries of said province, until the said western boundary strike the Ohio. But in case the said bank of the said lake shall not be found to be so intersected, then, following the said bank, until it shall arrive at the point of the said bank, which shall be nearest to the northwestern angle of the said province of Pennsylvania; and thence by a right line to the said northwestern angle of said province; and thence, along the western boundary of said province, until it shall strike the river Ohio, and along the bank of the said river, westward, to the banks of the Mississippi; and northward to the southern boundary of the territory granted to the Merchants, adventurers of England, trading to Hudson's Bay; and, also, all such territories, islands, and countries, which have, since the 10th of February, 1763, been made part of the government of Newfoundland, be, and they are hereby, during His Majesty's pleasure, annexed to and made part and parcel of the province of Quebec, as created and established by the said royal proclamation of the 7th of October, 1763.

"Provided, always, That nothing herein contained relative to the boundary of the province of Quebec shall in anywise affect the boundaries of any other colony.

"Provided, always, and be it enacted, That nothing in this act contained shall extend, or be construed to extend, to make void, or to vary, or alter any right, title, or possession derived under any grant, conveyance, or otherwise howsoever, or to any lands within the said province or provinces thereto adjoining; but that the same shall be in force and have effect as if this act had never been made."

In the year 1620, on the 3d of November, King James gave a charter to the second colony of Virginia: after reciting the grants made to the first colony of Virginia, and stating an application from the second colony for a further enlargement of privileges, he proceeded to declare "that the tract of land, in America, between the fortieth and forty-eighth degrees of north latitude, from sea to sea, should be called New England; and for the planting and governing the same, he incorporated a council at Plymouth, in the county of Devon, and granted to them and their successors," all that part of America, lying and being in breadth, from forty degrees of northerly latitude, from the equinoctial line, to forty-eight degrees of the said northerly latitude inclusively, and in length of, and within all the said breadth aforesaid, throughout all the main lands from sea to sea, together with all the firm lands, &c. upon the main, and within the said islands and seas adjoining. *Provided*, the said islands, or any of the premises before mentioned, and intended by said charter to be granted, be not actually possessed or inhabited by any Christian Prince or State, nor be within the bounds, limits, or territories of the Southern colony, granted to be planted in the south part. King James, by said charter, commanded and authorized said council at Plymouth, or their successors, or the major part of them, to distribute and assign such portions of land to adventurers, &c. as they should think proper.

In the year 1628, 4th March, the council of Plymouth, pursuant to the authority vested in them by their charter, granted to Sir Henry Roswell, and others, a tract of land called Massachusetts; and King Charles I. on the 4th of March, 1629, confirmed the sale, and granted them a charter. After reciting the description of the grant to the council of Plymouth, and their grant to Sir Henry Roswell, and others, he grants and confirms to them, "all that part of New England in America, which lies and extends between a great river there commonly called Morromack river, alias Merrimack river, and a certain other river there called Charles river, being in the bottom of a certain bay, there called Massachusetts, alias Mattachusetts, alias Massachussetts bay; and also all singular those lands and hereditaments whatsoever, lying within the space of three English miles, on the south part of the said river, called Charles river, or of any or every part thereof; and also all and singular, the lands and hereditaments whatsoever, lying and being within the space of three English miles to the southward of the southernmost parts of the said bay, called Massachusetts, alias Mattachusetts, alias Massachussetts bay; and also all those lands and hereditaments whatsoever, which lie and be within the space of three English miles to the northward of the said river, called Morromack, alias Merrimack; or to the northward of any and every part thereof; and all lands and hereditaments whatsoever, lying within the limits aforesaid, north and south, in latitude and in breadth, and in length and longitude of, and within all the breadth aforesaid, throughout the main lands there, from the Atlantic and Western sea and ocean on the east part to the South sea on the west part, with a proviso not to extend to lands possessed by a Christian Prince, or within the limits of the southern colony."

In the year 1631, on the 19th of March, the Earl of Warwick granted to Lord Say and Seal, and others, all that part of New England in America, which lies and extends itself from a river there called Narraganset river, the space of forty leagues, upon a straight line near the sea shore, towards the southwest, west and by south or west as the coast lieth towards Virginia, accounting three English miles to the league, and also all and singular the lands and hereditaments whatsoever, lying and being within the lands aforesaid, north and south, in latitude and in breadth, and in length and longitude of, and within all the breadth aforesaid, throughout the main lands there, from the Western ocean to the South sea, &c. and also all the islands, lying in America, aforesaid in said seas, or either of them, on the western or eastern coasts, &c. The territory aforesaid having been in the year preceding by the council of Plymouth granted to said Earl of Warwick.

In 1635, the 7th of June, the council of Plymouth, after having made sundry other grants, surrendered their charter to the Crown.

In the year 1635, Lord Say and Seal, and other associates, appointed John Winthrop their governor and agent, to enter upon and take possession of their territory, which he accordingly did, and began a settlement near the mouth of Connecticut river. About the same time, a number of English colonists emigrated from the Massachusetts to Connecticut river, and after having found themselves to be without the patent of that colony, formed into a political association by the name of the Colony of Connecticut, and purchased of Lord Say and Seal, and others, their grant from the Earl of Warwick, made in 1631; and in 1661 petitioned King Charles the II. setting forth their colonization, their adoption of a voluntary form of Government, their grant from Lord Say and Seal, and others, and their acquisition by purchase and conquest, and praying him to give them a charter of Government, agreeably to the system they had adopted, with power equal to those conferred on Massachusetts, or the lords and gentlemen whose jurisdiction right they had purchased, and to confirm the grant or patent which they had obtained as aforesaid of the assigns of the Plymouth council, according to the tenor of a draft or instrument, which they say was ready to be tendered at his gracious order.

King Charles II., referring to the facts stated in the petition aforesaid, granted a charter, dated the 23d of April 1662, in which he constituted and declared John Winthrop and others his associates, a body corporate and politic, by the name of the Governor and Company of the English Colony of Connecticut in New England, in America, with privileges and powers of government, and granted and confirmed to the said Governor and company and their successors, all that part of his dominions in New England in America, bounded on the east by Narraganset river, commonly called Narraganset bay, where the said river falls into the sea; and on the north by the line of Massachusetts plantation, and on the south by the sea, and in longitude as the line of Massachusetts colony, running from east to west, that is to say, from the said Narraganset bay on the east, to the South sea, on the west, with the islands thereto adjoining; (which is the present charter of Connecticut.)

On the 23d of April, 1664, King Charles addressed a letter to the Governor and company of Connecticut, in which, among other things, he speaks of having renewed their charter.

On the 12th of March, 1664, Charles II. granted to James, Duke of York, "all that part of the main land in New England, beginning at a certain place called and known by the name of St. Croix, next adjoining to New Scotland in America, and from thence extending along the seacoast, unto a place called Pennique, or Pennequid, and so up the river thereof unto the furthestmost head of the same, as it tendeth northward, and extending from thence unto the river Kennebecque, and upwards by the shortest course to the river called Canada, northward; and also all that island or islands, called by the several name or names of Mattawacks, or Long Island, situate, lying, and being towards the west of Cape Cod and the Narragansets, abutting on the main lands, between the two rivers there called and known by the names of Connecticut, and Hudson's river, together also with the said river called Hudson's river, and all the lands from the west side of Connecticut river to the east side of Delaware bay, and all the several islands, &c.

As the charter to the Duke of York covered part of the lands included in the charter of Connecticut, and as a part of the country had been settled by christian nations prior to the Charter of Connecticut, for which an exception had been made in the charter to the council of Plymouth, though not in that to Connecticut; a dispute arose between the Duke of York and the people of Connecticut, respecting the bounds of their respective grants. King Charles II. having appointed Richard Nichols, and others, commissioners to visit the New England colonies, with power to hear and determine all complaints and appeals, and proceed in all things for providing for and settling the peace of said country.

On the 13th October, 1664, the General Assembly of the colony of Connecticut appointed agents to wait on said commissioners, which appointment was expressed in the following terms, to wit: Mr. Allen, &c. are desired to accompany the Governor to New York to congratulate His Majesty's honorable commissioners, and if an opportunity offers itself, that they can issue the bounds between the Duke's patent and ours (so as in their judgment may be for the satisfaction of the court) they are empowered to attend the same, &c. Said commissioners undertook the settlement of said bounds, and on the 30th of November, 1664, determined as follows:

"By virtue of His Majesty's commission, we have heard the difference about the bounds of the patent granted to the Duke of York, and the colony of Connecticut, and having considered the same, &c. we do declare, and order, the southern bound of His Majesty's colony is the sea, and that Long Island is to be under the government of His Royal Highness the Duke of York, as is expressed by plain words in said charters respectively. And also by virtue of His Majesty's commission, and by consent of both the Governors and gentlemen above named, we do also order and declare that the creek or river which is called Monoromock, which is reputed to be about twelve miles to the east of Westchester and a line to be drawn from the east point or side where the fresh water falls into the salt, at high-water mark, north northwest to the line of the Massachusetts, be the western bound of said colony of Connecticut, and all plantations lying westward of that creek and line so drawn shall be under His Royal Highness's government; and all plantations lying eastward of that creek and line to be under the government of Connecticut."

To this the commissioners from Connecticut subscribed in the following manner, viz:

"We the underwritten, on behalf of the colony of Connecticut, have assented unto the determination of His Majesty's commissioners in relation to the bounds and limits of His Royal Highness the Duke's patent and the patent of Connecticut."

This was a settlement of boundary between the interfering charter of Connecticut and that to the Duke of York, as it respected the eastern extent of the latter.

New York being, in June 1673, recovered by the Dutch, and their Government revived, was, in 1674, ceded on a treaty of peace. The Duke obtained a renewal of his patent, and claimed a re-settlement of the same, which was finally effected in 1733, when Biram river, the present line, was established.

Charles the second, on the 4th day of March 1681, granted to William Penn, the first proprietor and Governor of Pennsylvania, all that tract or part of land in America, with the islands therein contained, as the same is bounded on the east by Delaware river, from twelve miles distance, northward of Newcastle town, unto the three-and-fortieth degree of northern latitude, if said river doth extend so far northward; but if the said river shall not extend so far northward, then, by the said river so far as it doth extend, and from the head of the said river, the eastern bounds are to be determined by a meridian line, to be drawn from the head of said river, unto the said forty-third degree; the said land to extend westward five degrees in longitude, to be computed from the said eastern bounds; and the said lands to be bounded on the north by the beginning of the three-and-fortieth degree of northern latitude; and on the south by a circle drawn at twelve miles distance from Newcastle, northward and westward, unto the beginning of the fortieth degree of northern latitude; and then by a straight line, westward, to the limits of longitude above mentioned.

On the 27th of November, 1779, the Legislature of Pennsylvania vested the estate of the proprietaries in the Commonwealth.

The charter of Pennsylvania comprehended a part of the land included in the charter of Connecticut, viz: between the forty-first and forty-second degrees of north latitude, in consequence of which a dispute arose respecting the right of soil and jurisdiction.

This dispute came to a final decision before a court of commissioners appointed pursuant to the articles of confederation, on the 30th day of December, 1782, when it was determined that the State of Connecticut had no right to the lands included in the charter of Pennsylvania; and that the State of Pennsylvania had the right of jurisdiction and pre-emption.

The State of Connecticut acquiesced in the decision aforesaid, respecting the lands claimed by Pennsylvania, and the court of commissioners having final jurisdiction, the claim of Connecticut respecting both soil and jurisdiction is conclusively settled. But Connecticut did not abandon her claim to lands west of Pennsylvania, and at a General Assembly, holden at New Haven on the second Thursday of October, 1783, the following act was passed, viz.

"Whereas this State has the undoubted and exclusive right of jurisdiction and pre-emption to all the lands lying west of the western limits of the State of Pennsylvania, and east of the river Mississippi, and extending throughout from the latitude 41° to latitude 42° and 3' north, by virtue of the charter granted by King Charles the Second to the late colony, now State of Connecticut, bearing date the 23d day of April, A. D. 1662, which claim and title to make known, for the information of all, to the end that they may conform themselves thereto.

"Resolved, That his excellency the Governor be desired to issue his proclamation, declaring and asserting the right of this State to all the lands within the limits aforesaid; and strictly forbidding all persons to enter or settle thereon, without special license and authority first obtained from the General Assembly of this State."

Pursuant to this resolution, Governor Trumbull issued a proclamation, bearing date the 15th day of November, 1783, making known the determination of the State to maintain their claim to said territory, and forbidding all persons to enter thereon, or settle within the limits of the same.

On the 29th of April, 1784, Congress adopted the following resolution:

Congress, by their resolution of September 6th, 1780, having thought it advisable to press upon the States having claims to the Western country a liberal surrender of a portion of their territorial claims; by that of the 10th of October in the same year, having fixed conditions to which the Union should be bound on receiving such cessions; and having again proposed the same subject to those States in their address of April the 18th, 1783, wherein, stating the national debt, and expressing their reliance for its discharge, on the prospect of vacant territory in aid of other resources, they, for that purpose, as well as to obviate disagreeable controversies and confusions, included in the same recommendations a renewal of those of September 6th, and of October the 10th, 1780, which several recommendations have not yet been fully complied with.

Resolved, That the same subject be again presented to the said States; that they be urged to consider, that the war being now brought to a happy termination, by the personal services of our soldiers, the supplies of property by our citizens, and loans of money from them as well as foreigners; these several creditors have a right to expect that

funds will be provided, on which they may rely for indemnification; that Congress still consider vacant territory as an important resource; and that, therefore, said States be earnestly pressed by immediate and liberal cessions to forward these necessary ends, and to promote the harmony of the Union.

The State of Connecticut, prior to the decree of Trenton, offered to make a cession of Western territory, but under such restrictions that Congress refused to accept the same. In consequence of the above recommendation of Congress, the Legislature of Connecticut resumed the consideration of a cession of their Western territory; and, at a General Assembly of the State, on the second Thursday of May, 1786, passed the following act:

"Be it enacted by the Governor, Council, and Representatives, in general court assembled, and by the authority of the same, That the delegates of this State, or any two of them, who shall be attending the Congress of the United States, be, and they are hereby directed, authorized, and fully empowered, in the name and behalf of this State, to make, execute, and deliver, under their hands and seals an ample deed of release and cession of all the right, title, interest, jurisdiction, and claim of the State of Connecticut, to certain Western lands, beginning at the completion of the forty-first degree of north latitude, one hundred and twenty miles west of the western boundary line of the Commonwealth of Pennsylvania, as now claimed by said Commonwealth; and from thence by a line to be drawn north parallel to, and one hundred and twenty miles west of the said west line of Pennsylvania, and to continue north until it comes to 42° and 9' north latitude: whereby all the right, title, interest, jurisdiction, and claim of the State of Connecticut to the lands lying west of the said line, to be drawn, as aforementioned, one hundred and twenty miles west of the western boundary line of the Commonwealth of Pennsylvania, as now claimed by said Commonwealth, shall be included, released, and ceded to the United States in Congress assembled, for the common use and benefit of said States, Connecticut inclusive."

On the 26th of May, 1786, Congress resolved, "that Congress, in behalf of the United States, are ready to accept all the right, title, interest, jurisdiction, and claim of the State of Connecticut to certain western lands, beginning at the completion of the forty-first degree of north latitude, one hundred and twenty miles west of the western boundary line of the Commonwealth of Pennsylvania, as now claimed by said Commonwealth; and from thence, by a line to be drawn north parallel to, and one hundred and twenty miles west of the said west line of Pennsylvania, and to continue north until it comes to forty-two degrees two minutes north latitude, whenever the delegates of Connecticut shall be furnished with full powers, and shall execute a deed for that purpose."

On the 14th of September, 1786, the delegates from Connecticut executed a deed of cession agreeably to the above resolution, and it was resolved "that Congress accept the said deed of cession, and that the same be recorded and enrolled among the acts of the United States in Congress assembled."

The cession from Connecticut was accepted by Congress in the same manner and form as the cessions from Virginia, New York, and Massachusetts.

The Legislature of Connecticut, on the second Thursday of October, 1786, passed an act directing the survey of that part of their western territory not ceded to Congress, lying west of Pennsylvania, and east of the river Cayahoga, to which the Indian right had been extinguished; and by the same act, opened a land office for the sale thereof. Under this act, a part of said tract was sold.

The Legislature of Connecticut, in 1792, granted five hundred thousand acres of said territory, being the west part thereof, to certain citizens of the State, as a compensation for property burned and destroyed in the towns of New London, New Haven, Fairfield, and Norwalk, by the British troops in the war between the United States of America and Great Britain. Many transfers of parts of this land have been made for valuable considerations.

In May, 1795, the Legislature of Connecticut passed a resolve in the words following:

"Resolved by the Assembly, That a committee be appointed to receive any proposals that may be made by any person or persons, whether inhabitants of the United States, or others, for the purchase of the lands belonging to this State lying west of the west line of Pennsylvania, as claimed by said State. And the said committee are hereby fully authorized and empowered, in the name and behalf of this State, to negotiate with any such person or persons, on the subject of any such proposals, and also to form and complete any contract or contracts for the sale of the said lands, and to make and execute, under their hands and seals, to the purchaser or purchasers, a deed or deeds, duly authenticated, quitting, in behalf of this State, all right, title, and interest, juridical and territorial, in and to said lands to him or them, and to his and their heirs forever."

"That before the executing of such deed or deeds, the purchaser or purchasers shall give their personal note or bond, payable to the Treasurer of this State, for the purchase money, carrying an interest of six per centum per annum, payable annually, to commence from the date thereof, or from such future period, not exceeding two years from the date, as circumstances, in the opinion of the committee, may require, and as may be agreed on between them and the said purchaser or purchasers, with good and sufficient sureties, inhabitants of this State; or with a sufficient deposit of bank stock, or other stock of the United States, or the particular States; which note or bond shall be taken, payable at a period not more remote than five years from the date, or if by annual instalments, so that the last instalment be made payable within ten years from the date, either in specie, or six per cent., three per cent., or deferred stock of the United States, at the discretion of the committee."

"That if the said committee shall find that it will be most beneficial to the State or its citizens, to form several contracts for the sale of the said lands, they shall not consummate any of the said contracts apart by themselves, while the others lie in a train of negotiation only; but all the contracts, which, taken together, shall comprise the whole of the quantity of the said lands, shall be consummated together, and the purchasers shall hold their respective parts, or proportions, as tenants in common of the whole tract, or territory, and not in severalty."

"That the said committee, in whatever manner they shall find it best to sell the said lands, shall, in no case, be at liberty to sell the whole quantity for a principal sum less than one million of dollars in specie, with interest at six per cent. per annum from the time of such sale."

The Legislature, at the same time, appointed a committee to sell said lands, who advertised the same in various newspapers in the United States, and particularly in the Gazette of the United States, published in Philadelphia.

Said committee sold said lands to sundry citizens of Connecticut, and of other States, for the sum of one million two hundred thousand dollars; and on the 9th day of September, 1795, executed to the several purchasers, deeds quitting to them and their heirs forever, all right, title, and interest, juridical and territorial of the State of Connecticut, to lands belonging to said State, lying west of the west line of Pennsylvania, as claimed by said State.

The Legislature of Connecticut have appropriated the money arising on the sale of said lands, for the support of schools, and have pledged the annual interest as a perpetual fund for that purpose. The proprietors have paid the principal part of two years' interest to the State, making about the sum of one hundred thousand dollars.

The purchasers have surveyed into townships of five miles square, the whole of said tract lying east of the river Cayahoga, and to which the Indian right has been extinguished; they have made divisions thereof according to their respective proportions; commenced settlements in thirty-five of said townships; and there are actually settled therein about one thousand inhabitants. A number of mills have been built, and roads cut in various directions through said territory, to the extent of about seven hundred miles; numerous sales and transfers of the land have been made, and the proprietors, in addition to the payments of interest aforesaid, have already expended about the sum of eighty thousand dollars.

While the State of Connecticut was making a disposition of said territory, the following acts took place in the Government of the United States.

In the report of the Secretary of State, respecting the quantity and situation of the lands not claimed by the Indians, nor granted to, nor claimed by any of the citizens of the United States within the territory ceded to the United States by the State of North Carolina, and within the territory of the United States northwest of the river Ohio, are the following clauses:

Under the head of lands reserved by States in their deeds of cession, it is said, "the tract of country presents itself from the completion of the forty-first degree to forty-second degree two minutes of north latitude, and extending to the Pennsylvania line before mentioned, one hundred and twenty miles westward, not mentioned in the

deed of Connecticut, while all the country westward thereof was mentioned to be ceded; about two and an half millions of acres of this may, perhaps, be without the Indian lines before mentioned."

In the act of Congress passed May 18th, 1796, entitled "An act providing for the sale of the lands of the United States northwest of the river Ohio, and above the mouth of the Kentucky river," is the following section:

SEC. 4. *Be it further enacted*, That whenever seven ranges of townships shall have been surveyed below the Great Miami, or between the Scioto river and the Ohio Company's purchase, or between the southern boundary of the Connecticut claims, and the ranges already laid off, beginning upon the Ohio river, and extending westwardly; and the plats thereof made and transmitted, in conformity to the provisions of this act, the said sections of six hundred and forty acres (excluding those hereby reserved) shall be offered for sale at public vendue, under the direction of the Governor, or Secretary of the Western Territory, and the Surveyor General; such of them as lie below the Great Miami, shall be sold at Cincinnati; those of them that lie between the Scioto and the Ohio Company's purchase, at Pittsburg; and those between the Connecticut claim and seven ranges at Pittsburg, &c."

At a meeting of commissioners from sundry of the then colonies at Albany, on Tuesday, the 9th of July, 1754, it was, among other things, agreed and resolved, as follows:

That His Majesty's title to the northern continent of America appears to be founded on the discovery thereof first made, and the possession thereof first taken in 1497, under a commission from Henry VII. of England, to Sebastian Cabot. That the French have possessed themselves of several parts of this continent, which, by treaties, have been ceded and confirmed to them.

That the right of the English to the whole seacoast from Georgia on the south, to the river St. Lawrence on the north, excepting the island of Cape Breton, and the islands in the Bay of St. Lawrence, remains indisputable.

That all the lands or countries westward from the Atlantic Ocean to the South Sea, between 48 and 34° north latitude, was expressly included in the grant of King Charles I. to divers of his subjects, so long since as the year 1606, and afterwards confirmed in 1620, and under this grant the colony of Virginia claims extent as far west as the South Sea; and the ancient colonies of the Massachusetts Bay and Connecticut were by their respective charters made to extend to the said South Sea; so that not only the right of the seacoast, but to all the inland countries from sea to sea, has, at all times, been asserted by the Crown of England.

In 1754, some settlements were made from Connecticut on lands on the Susquehannah, about Wyoming, within the chartered limits of Pennsylvania, and also within the chartered limits claimed by Connecticut, which produced a letter from the Governor of Connecticut to the Governor of Pennsylvania, of which the following is an extract:

"WINDSOR, March 13, 1754.

"There being now no unimpropriated lands with us, some of our inhabitants, hearing of this land at Susquehannah, and that it was north of the grant made to Mr. Penn and that to Virginia, are upon a design of making a purchase from the Indians, and hope to obtain a grant of it from the Crown. But Mr. Armstrong informs me that this land is certainly within Mr. Penn's grant. If so, I don't suppose our people had any purpose to quarrel with Pennsylvania. Indeed, I don't know the mind of every private man, but I never heard our leading men express themselves so inclined."

On the same day, Lieutenant Governor Fitch wrote from Hartford a letter on the same subject, of which the following is an extract:

"I do well approve of the notice you take of the attempt some of the people of this colony are making, and the concern you manifest for the general peace, &c. I know nothing of any thing done by the Government to countenance such a procedure as you intimate, and, I conclude, is going on among some of our people. I shall, in all proper ways, use my interest to prevent every thing that may tend to prejudice the general good of these governments, and am inclined to believe that this wild scheme of our people will come to nothing, though I can't certainly say."

At a General Assembly for Connecticut, holden in May, 1755, the Susquehannah Company, as were styled those who were seating lands on that river west of New York, and within the boundaries claimed by Pennsylvania and Connecticut, presented a petition praying the assent of the Legislature to a petition to His Majesty for a new colony within the chartered limits of Connecticut, and describing the lands lying west of New York; whereupon, the Assembly of Connecticut, after reciting the said petition, came to the following resolution:

Resolved, by this Assembly, That they are of opinion that the peaceably and orderly erecting and carrying on some new and well regulated colony or plantation on the lands above mentioned would tend to fix and secure said Indian nations in allegiance to His Majesty and friendship with his subjects; and accordingly hereby manifest their ready acquiescence therein, if it should be His Majesty's royal pleasure to grant said land to said petitioners, and thereon erect and settle a new colony, in such form and under such regulations as might be consistent with his royal wisdom; and also take leave humbly to recommend the said petitioners to his royal favor in the premises.

On the 31st of August, 1779, an agreement was concluded between commissioners duly appointed for that purpose by the States of Virginia and Pennsylvania, respectively, whereby it was agreed "That the line commonly called Mason's and Dixon's line be extended due west five degrees of longitude, to be computed from the river Delaware, for the southern boundary of Pennsylvania; and that a meridian drawn from the western extremity thereof to the northern limits of the said States, respectively, be the western boundary of Pennsylvania forever;" which agreement was ratified and finally confirmed by the Legislature of Pennsylvania, by resolution bearing date the 3d day of September, 1780, and by the State of Virginia on the — day of 178—. See Journals of Pennsylvania Assembly, vol. 1, page 519.

On the 6th day of June, 1788, Congress directed the geographer of the United States to ascertain the boundary line between the United States and the States of New York and Massachusetts, agreeably to the deeds of cession of the said States, and also directed that the meridian line between lake Erie and the State of Pennsylvania being run, the land lying west of the said line, and between the State of Pennsylvania and lake Erie, should be surveyed, and return thereof made to the Board of Treasury, who were authorized to make sale thereof.

The said land having been sold, in conformity with the above mentioned resolution, to the State of Pennsylvania, Congress, on the 3d of September, 1788, passed a resolution relinquishing and transferring all the right, title, and claim, of the United States to the government and jurisdiction of the said tract of land, to the State of Pennsylvania forever.

As the purchasers of the land commonly called the Connecticut Reserve hold their title under the State of Connecticut, they cannot submit to the Government established by the United States in the Northwestern territory, without endangering their titles, and the jurisdiction of Connecticut could not be extended over them without much inconvenience. Finding themselves in this situation, they have applied to the Legislature of Connecticut to cede the jurisdiction of the said territory to the United States. In pursuance of such application, the Legislature of Connecticut, in the month of October, 1797, passed an act authorizing the Senators of the said State in Congress to execute a deed of release in behalf of said State to the United States of the jurisdiction of said territory.

The committee are of opinion that the cession of jurisdiction offered by the State of Connecticut ought to be accepted by the United States, on the terms and conditions specified in the bill which accompanies this report.

* On the 21st January, 1799, Mr. Read, from a committee to whom was referred a bill to accept a cession from Connecticut of the Western Reserve, made a report to the Senate, of which the preceding is a transcript.

LAND CLAIMANTS IN THE MISSISSIPPI TERRITORY.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, APRIL 2, 1800.

Mr. SEWALL, from the committee to whom were referred the memorials of Thomas Burling and others, of John Collier and others, and of Cato West and others, made the following report:

On so much thereof as respects the uncertainties and interfering claims, to which the rights and locations of land in the Mississippi Territory are liable, and as to rewarding and encouraging actual settlers by allowances of land to be made to them in consideration of their improvements.

In considering this part of the subjects referred to them, the committee have thought it necessary to examine by whom, and in what manner, the general rights of soil and jurisdiction in the Mississippi Territory, have been heretofore claimed and exercised. They have particularly consulted, for this purpose, the report of the Attorney General to Congress, containing a collection of charters, treaties, and other documents, relative to, and explanatory of, the titles to the lands situate in the southwestern parts of the United States;* and a digest of the laws of the State of Georgia, lately published, and submit the following brief statement of the most material circumstances which have occurred to them in this inquiry.

A contest between England and Spain, respecting the boundaries of their territories in this part of America, commenced with the earliest settlements or colonies which the English attempted in Carolina, and the Spaniards in Florida. At that period, England claimed as far south as the twenty-ninth degree of north latitude. Charles the First, in the fifth year of his reign, granted to Sir Robert Heath, Carolina, Florida lying from the river Matheo in the thirtieth degree, to the river Passa Mana, in the thirty-sixth degree of north latitude.

In 1662, Charles the Second granted the same country, with some small difference of boundary, that is, fixing its southern boundary as within one-and-thirty degrees of north latitude, to Lord Clarendon and others, called the lords proprietors, and established it as a province, by the name of Carolina; and a subsequent charter by the same Prince, in 1664, confirming the last mentioned grant, extended it southwards to the twenty-ninth degree of north latitude, inclusive.

In 1670, by the seventh article of the treaty of peace then concluded between Great Britain and Spain, it was declared that the King of Great Britain should remain in possession of what he then possessed in the West Indies and America. It is understood, however, that the boundary between Florida and Carolina continued to be a subject of contest, and a disputed jurisdiction between those powers.

In 1736, seven of the lords proprietors of Carolina, (Lord Carteret retaining his share,) relinquished, and surrendered to George the Second, then King of Great Britain, seven-eighth parts of the proprietary and their rights, under the two last mentioned charters; and this surrender was confirmed by act of Parliament. About this time, Carolina was divided into South and North Carolina: and after the surrender, a part of the latter province was assigned to Lord Carteret for his share in the original proprietary.

In 1732, George the Second granted and established within the boundary of South Carolina, the colony of Georgia, bounding it from the northern stream of a river called the Savannah, all along the seacoast to the southward, unto the most northern stream of a certain other river called the Altamaha, and westward from the head of the said rivers, respectively, in direct lines to the South Seas. South Carolina, after the establishment of the province of Georgia, continued to claim and exercise jurisdiction over the territory lying to the southward of the Altamaha; and in 1758, particularly, the Governor of South Carolina encouraged a settlement which had been commenced by one Grey, and his adherents, and granted them patents of land, in that territory.

In —, the trustees for establishing the colony of Georgia surrendered their charter to George the Second; and in 1754, John Reynolds was appointed Governor of Georgia, then constituted a royal province, by the same boundaries which had been given to the colony in the original charter. In 1763, by the treaty of peace concluded between Great Britain and Spain, His Catholic Majesty ceded and guaranteed in full right to His Britannic Majesty, Florida, with fort St. Augustine, and the bay of Pensacola, as well as all that Spain possessed on the continent of North America, to the east or southeast of the river Mississippi. In the same year, the King of Great Britain, then possessing entirely the right and control of this part of America, established by his proclamation the provinces of East and West Florida. The northern boundary of the former was declared to be a line drawn from the junction of the Chattahoochee and Flint rivers to the source of Saint Mary's river, and by the course of that river to the Atlantic ocean. The northern boundary of West Florida was declared to be a line drawn due east from that part of the river Mississippi which lies in thirty-one degrees of northern latitude to the river Chattahoochee. By the same proclamation, all the lands lying between the rivers Altamaha and St. Mary's were annexed to Georgia.

By letters patent dated in January, fourth year of King George the Third, James Wright, who is recited to have been appointed Governor of Georgia, in the first year of George the Third, was again constituted Governor of that province, of which the southern boundary was described to be "by the most southern stream of the river St. Mary, to the head thereof, and thence westward, as far as our territories extend, by the north boundary of East and West Florida."

In March, 1764, a representation was made by the Board of Trade to the King of Great Britain, that, upon the information of the Governor of West Florida, the northern boundary of that province, as lately established, had been found by actual surveys to exclude some considerable settlements on the Mississippi, and the town of Mobile itself; and, therefore, it was recommended and proposed, that an instrument might pass under the great seal in like manner as was directed in the case of the extension of the south boundary of Georgia, declaring the province of West Florida to be bounded to the north by a line drawn from the mouth of the river Yazoo, where it unites with the Mississippi, due east to the river Appalachicola.

It appears that, by letters patent, dated 21st November, fourth year of King George the Third, George Johnstone, Esq. was appointed Governor of West Florida, bounded on the north by a line drawn due east from that part of the river Mississippi which lies in thirty-one degrees of north latitude, to the river Appalachicola: and that by other letters patent, dated 6th June, in the same year of the King, so much of the last mentioned commission to Governor Johnstone, as related to the bounds and limits of the said province was revoked, and he was appointed Governor of West Florida, bounded to the northward by a line drawn from the mouth of the river Yazoo, where it unites with Mississippi, due east to the river Appalachicola.

In 1765, an act was passed by the Legislature of Georgia, confirming, on certain conditions, the grants which had been made by South Carolina to Grey and others, of certain lands lying south of the Altamaha.

It appears also that, by letters patent, dated in July, 1767, John Elliot was appointed Governor of West Florida, comprehended within the limits and bounds which had been established by the commission granted to Governor Johnstone in June, 1764: and that the commission and instructions, which were issued to Peter Chester, Esq. on the 2d of March, 1770, constituting him Governor of West Florida, gave the same extent to his authority as had been given to Governor Elliot.

In 1777, the Natchez district, so called, described to be on the Mississippi, and to extend from Loftis cliffs up the river to the mouth of the Yazoo, being one hundred and ten miles, now a part of the Mississippi territory, was purchased by the British superintendent of Indian Affairs from the Choctaws.

In May 1781, the province of West Florida was conquered by Spain. It appears that, from June, 1764, until this conquest, when this province was surrendered by Governor Chester, patents and locations of lands within the

Mississippi territory, were granted and made by the authority, and under the protection, of the British Governor of West Florida.

In November, 1783, by the provisional articles of peace between the United States and His Britannic Majesty, the southern boundary of the United States is determined to be a line to be drawn from the Mississippi, due east, in the northernmost part of the thirty-first degree of north latitude, to the Chattahoochee; thence to its junction with the Flint river, and thence to the head of the Saint Mary's river, and by that river to the ocean; thereby adopting and coinciding with the northern boundary of East and West Florida, as established by the proclamation of the King of Great Britain, 1763, and his commission to Governor Wright, as before mentioned.

In February, 1783, the State of Georgia, by an act, entitled "An act for opening the land office, and for other purposes," declared the southern boundary of that State to be, a line drawn from the Mississippi, in the latitude of thirty-one degrees, in a due east course to the river Chattahoochee; and in other respects according to the southern boundary of the United States, as settled by the provisional treaty before mentioned.

The definitive treaty between the United States and Great Britain, as concluded on the 3d September, 1783, confirmed the same southern boundary to the United States. The treaty of peace concluded on the same day, between Great Britain and Spain, declared an entire cession, in full right, of East and West Florida, to Spain; but without defining the boundaries of those provinces.

In February, 1785, the Legislature of Georgia established into a county, by the name of Bourbon, a district declared to be within that State, and described within the following lines, viz: Beginning at the mouth of the river Yazoo, where it empties itself into the river Mississippi; thence by a line to be drawn along the middle of the said river Mississippi, until it shall intersect the northernmost part of the thirty-first degree of north latitude; south by a line to be drawn due east from the termination of the line last mentioned in the latitude of thirty-one degrees north of the equator, as far as the lands reach which in that district have been at any time relinquished by the Indians; then, along the line of such relinquishments to the said river Yazoo; and thence, down the said river, to the beginning. By the same act, the said Legislature, considering it as not then proper to grant out the lands within the said district, declared, that whenever that measure should be determined on by any future Legislature, there should be a right of preference reserved to possessors of the said lands, who shall be citizens of the United States, or the subjects of any Power that was friendly to the United States during the war: Provided, such persons do actually live on, and cultivate such lands, or a part thereof, and shall apply and present themselves on equal terms with other petitioners. It is also thereby enacted, that when it shall be determined on to grant the said lands, the price thereof shall not exceed one quarter of a dollar per acre. By the same act, certain persons therein named, and among whom the committee notice the names of several of the present petitioners were appointed justices of the peace there, and provision was made for qualifying them upon such appointments; and the same justices, and any two of them, were authorized to administer to any inhabitant in said district, not proscribed by this or some other of the United States of America, the oath of allegiance to the State of Georgia; and persons who should be qualified by such oaths, were declared to be entitled to vote for and serve as members of Assembly or militia officers.

In March, 1785, a petition in behalf of South Carolina was preferred to the Congress of the United States, setting forth the difference and dispute which had arisen and then subsisted between that State and the State of Georgia, concerning their respective boundaries. By that petition, the State of South Carolina claimed, as within their charters, all the lands lying between a line to be drawn from the head of the river St. Mary, the head of Altamaha, the Mississippi and Florida; and because the State of Georgia contended for the same tract of country as a part of that State, it was prayed that Congress would proceed to have such dispute determined agreeably to the articles of confederation. Georgia was notified, appeared to her agents, and commissioners were appointed.

In 1787 this dispute of boundaries between Georgia and South Carolina was amicably concluded by their respective commissioners. By that convention the northern boundary of Georgia was distinctly ascertained, and it was agreed that the State of South Carolina should not thereafter claim any lands to the eastward, southward, southeastward, or west of the boundary then established; and South Carolina thereby relinquished and ceded to Georgia "all the right, title, and claim which the said State of South Carolina had to the government, sovereignty, and jurisdiction in and over the same; and also the right of pre-emption of the soil from the native Indians, and all other the estate, property, and claim which the State of South Carolina had in, or to, the said land."

"In February, 1788, the Legislature of the State of Georgia authorized the delegates of that State in Congress, to cede to the United States all right, title, and claim, as well of soil as of jurisdiction, which that State had to that territory, or tract of country within the limits of Georgia, comprehended within these boundaries, viz: beginning at the middle of the river Chattahoochee or Apalachicola, where it is intersected by the 31st degree of north latitude; and from thence, due north, one hundred and forty British statute miles; thence, due west, to the middle of the river Mississippi; thence down the middle of that river to where it intersects the 31st degree of north latitude; and thence along said degree to the beginning, upon certain conditions recited in said act, to be performed on the part of the United States. By the same act the State of Georgia repealed the act before mentioned, establishing the county of Bourbon, within that territory."

"A cession in the terms of the said act of the State of Georgia was accordingly proposed to Congress, and was by them rejected by their resolution of the 15th July, 1788, the terms of such cession being deemed inadmissible. Congress at the same time declared "that in case the said State shall authorize her delegates in Congress to make a cession of all her territorial claims to lands west of the river Apalachicola, or west of a meridian line running through or near the point where that river intersects the 31st degree of north latitude, and shall omit the last proviso in the said act, and shall so far vary the proviso respecting the sum of one hundred and seventy-one thousand four hundred and twenty-eight dollars and forty-five cents, expended in quieting and resisting the Indians, as that the said State shall have credit in the specie requisitions of Congress to the amount of her specie quotas in the past requisitions, and for the residue in her account with the United States for moneys loaned, Congress will accept the cession."

In a representation made to the court of Spain, on the subject of boundary, by the commissioners for the United States, on the 7th of December, 1793, it is stated that the southern boundary of Georgia was fixed by the proclamation of the King of Great Britain in 1763, at a time when no other Power had a claim to any part of the country through which it run, to begin in the Mississippi, in latitude 31° north, and running eastwardly to the Apalachicola. A like representation was made in the course of the same negotiation, in August, 1795, and by the treaty which was concluded in that year between the United States and Spain, the southern boundary of the United States was finally agreed to be as it is described in the definitive treaty before mentioned between them and Great Britain. It appears that, after the acquisition of West Florida by Spain, the Spanish Governor of that province granted patents and permitted locations of lands within the Mississippi Territory, until, and even subsequent to, the relinquishment of it by Spain, in his treaty with the United States.

The Legislature of the State of Georgia, by an act passed December 29d, 1789, in which it is recited that divers persons from the State of Virginia, North Carolina, and South Carolina, had made application for the purchase of certain tracts and parcels of land, lying and bordering on the Tennessee, Tom or Donigbee, Yazoo, and Mississippi rivers, within the State of Georgia, and had offered to engage to settle the same; and that a part of such territory had been already settled on behalf of some of the applicants under and by virtue of the act before mentioned for laying out and establishing the county of Bourbon, granted and engaged to reserve, as a pre-emption for certain companies, which are named in the said act, distinct tracts of the said territory for the term of two years thereafter and to be conveyed to them respectively, in case certain payments of money as a consideration of such grants should be made within that term.

In 1795, the Legislature of Georgia, by an act in which the territorial and jurisdictional rights of the said State, according to boundaries coinciding with the southern boundary of the United States are again recited and declared,

granted and transferred for valuable considerations to several companies therein mentioned, all their vacant territory bordering westerly on the Mississippi river, in distinct tracts; and among the others, a tract comprehending a part of the Mississippi territory. The valuable considerations to the amount of five hundred thousand dollars required by the said act to be paid for the said purchases, it is said, were actually paid into the treasury of the State of Georgia, and patents were made of the said tracts to the respective purchasers, by the then Governor of Georgia pursuant to the same act.

A succeeding Legislature of the same State, by an act of the 13th February, 1796, declared the last mentioned act and all sales and proceedings by virtue thereof, to be utterly null and void for certain reasons therein set forth.

The committee have not been able to procure any documents relative to the claims of the petitioners or other inhabitants, for particular grants and locations of lands in the Mississippi territory. Respecting these, the representations in the memorials are probably correct, some claimants will derive their titles, or supposed titles, under the authority of the British Government: while others claim under grants from the Spanish Governor of West Florida, and others hold only by settlement and improvement. A list of the disputes known or apprehended to exist, exhibited to the committee by an agent for the petitioners is herewith submitted.

From this view of the subject, it has appeared to the committee, that, besides the interfering claims between the United States and Georgia, to the soil and jurisdiction of this and the adjacent territory on the Mississippi, other interfering claims to parts of the soil of the same territory, and especially the claims in the Mississippi territory represented by the petitioners, deserve the immediate attention of Congress.

The committee are, however, aware that Congress ought not to proceed to adjust, under the authority of the United States, any claims of the soil until the jurisdiction of this territory shall be established in them, in full right, by the determination or adjustment of the commissioners who have been mutually appointed by the United States and Georgia for this purpose. But considering that an adjustment to this effect will be probably accomplished at an early period between the United States and Georgia; that the petitioners and other claimants will require time to prepare the specifications and evidence of their respective claims; that the anticipation of a summary tribunal, to which the claimants may resort for a determination and adjustment of their numerous disputes, will afford them a desirable relief from their present anxieties and uncertainties; that actual settlers, under whatever jurisdiction they have proceeded, may reasonably expect to be quieted in their improvements, and that the value of what might remain of this territory to the United States, its population and improvement will be increased and promoted by a speedy determination on these subjects; the committee beg leave to recommend the following resolutions to be adopted by the House:

Resolved, That provision be made by law to enable the inhabitants of the Mississippi Territory, and all claimants of land there, to make, as soon as may be, to the Executive Department of the Government of the United States, full and distinct specifications of their respective claims; also to direct the mode of taking and certifying the evidence which shall be required to establish the same.

Resolved, That the President of the United States shall be authorized by law to appoint — commissioners, who shall have authority to inquire into, adjust, and determine, according to justice and equity, and by such rules as shall be prescribed to them by the Congress of the United States, all interfering claims and titles of land in the Mississippi Territory: *Provided*, That such commissioner shall not proceed herein until the jurisdiction of the said territory shall be by a determination and adjustment of the interfering claims thereto, or by a session from the State of Georgia, vested in full right in the United States.

Resolved, That provision be made by law to enable the President of the United States to confirm by letters patent, in the name and behalf of the United States, to the respective claimants who shall be entitled to all such rights and locations of land in the said territory, as shall be awarded and adjudged to them by the said commissioners, and pursuant to such awards and judgments, which confirmation shall avail to the respective claimants, and shall be effectual against all interfering claims which shall have been determined by the said commissioners, upon the submission of the parties interested, and against all other claims which shall not be pursued in due course of law within — years after the awards and judgments of the said commissioners shall be published in the United States.

An enumeration of claims, as subjoined to a draft of a memorial transmitted to the committee by William Dunbar, Esq. late Deputy Surveyor under the said Government, in his own hand writing.

Enumeration of the various species of titles and claims of land now existing in the Mississippi territory.

1. Lands granted by the British Government, and held in possession by their first proprietors, or their assigns, to the present time.

2. Lands granted by the British Government, by virtue of mandamus from the King, and which have never been actually occupied or improved by their proprietors or agents.

3. Lands granted by the British letters patent from the provincial Governors of West Florida, containing certain conditions of improvement to be made within three years from the date of the grant, and forfeitable for failure of performances of said improvements; and which said lands have never been occupied or improved by their proprietors or their agents, who have not even resided in the country for many years past.

4. The last description of lands once improved in a small degree during the British Government, but afterwards abandoned for many years to the present time.

Before we come to enumerate Spanish grants, it is necessary to premise that the time granted by the treaty of peace for British subjects to sell, dispose of, convey, or settle their lands, was prolonged, by the indulgence of the Spanish Government, to an unusual length of time, which was made public by reiterated proclamations; and it was not until after the expiration of a period of three years added to the term allowed by the treaty of peace, that the Spanish Government commenced granting of lands, which had formerly belonged to British subjects, who paid no attention to the invitation frequently renewed of the Spanish Governors of West Florida.

5. Spanish grants of lands which have always been vacant, under the British Government.

6. Spanish grants laid upon British titles by mandamus; the lands being now established into plantations by the Spanish grantee, but which were never occupied and improved by the British proprietor.

7. Spanish grants on lands formerly granted by letters patent from British Governors, but which lands have never been occupied by the British patentee not residing in the country.

8. The last description of title, with this difference, that the British patentee, although he never occupied or improved the lands, was nevertheless a residenter in another part of the colony, who, upon resising this new grant of his lands, by petition to the Spanish Government, has been rejected upon the double principle of non-occupancy and failure of improvement, agreeably to the conditions of his British grant, as well as disobedience to the reiterated Spanish proclamations to the same effect.

Note.—Some of those original proprietors have always resided on the Spanish colony, and some of them in this territory, and are supposed, in many cases, to have petitioned for, and received of, the Spanish Government compensations by new grants of lands for such of these as had been given to others.

9. Lands purchased at public sale, or otherwise, of the Spanish Government; which lands had been declared forfeited in consequence of an insurrection, or species of rebellion, in favor of the British, during the siege of Pensacola, and some time after the Natchez had been surrendered by capitulation. Within the above description, are lands which had been granted by British mandamus, as also by patent from Governors of West Florida.

10. Lands, for which warrants of survey had been obtained of the Spanish Government, surveyed, and plantations established long before the Spanish treaty; but by delay, through inattention, not patented until after the ratification of said treaty.

11. Lands, with the above described titles, with this difference, that the proprietors have neglected to complete their titles by taking out patents, now holding the Spanish warrant of survey, with plot and certificate of the district surveyor.

12. Lands for which Spanish warrants of survey were obtained before the ratification of the treaty; surveyed and patented after the treaty.
13. Lands of the last description, with this difference, that they have never been patented.
14. Warrants of survey and patent obtained since the treaty, but during the exercise of the Spanish jurisdiction, assented to by the representatives (then present) of the Government of the United States, viz. Commissioners Ellicott and Lieutenant Pope, as appears by an instrument of writing, containing a convention between the Spanish Governor and people, ratified, approved, and guarantied by Messrs. Ellicott and Pope.
15. Warrant of survey, with plot and certificate of the district surveyor, obtained since the treaty, but no patent.
16. Warrant of survey obtained before the treaty, and improvement, land not measured.
17. Warrant of survey obtained since the treaty, with improvement, including houses, crop, &c. but land not measured.
18. Warrant before the treaty, without improvement or measurement of land.
19. Warrant since the treaty, without improvement or measurement.
20. Improvement by occupancy, including houses, crop, &c. by verbal permission of the Spanish Governor, with surveyor's certificate of the land being vacant at the time of taking possession.
21. Similar improvements to those last described, with residence, but without any authority by warrant, written or verbal.
22. Lesser improvements, by raising a small crop, but without residence.
23. To the above list may be added the claims of the New England Company purchasing from the State of Georgia.

A true copy:

CATO WEST, *Chairman of the Committee.*

OCTOBER 21st, 1799.

6th CONGRESS.]

No. 53.

[1st Session.]

CLAIMS ON THE LANDS CEDED BY NORTH CAROLINA.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, APRIL 4, 1800.

Mr. PINCKNEY, from the committee to whom was referred the petition of William Hill and others, made the following report:

That the limits of the State of North Carolina, which they claimed by charter, previous to the adoption of the Federal constitution, were the Atlantic Ocean on the east, the State of Virginia to the north, the river Mississippi on the west, and the state of South Carolina on the south; within which limits was comprehended a considerable tract of country occupied and used by the Indians for their residence and hunting grounds. That, in the month of November, 1777, the General Assembly of the State of North Carolina passed an act for establishing offices for receiving entries for claims for lands in the several counties within the State, whereby they authorized the granting of any land lying in any county within the State which had not been granted by the crown of Great Britain nor the lords proprietors of Carolina, before the 4th day of July, 1776, or which had accrued or should accrue to the State by treaty or conquest. That, in the month of May, 1778, the General Assembly passed another act to amend the above mentioned act, and they did therein ascertain and declare the western boundary of the said State, describing a line which comprehended all the lands claimed at that time to have been ceded by the Indians, or conquered from them; which line did not extend so far westward as the present boundary line between the United States and the Indian tribes; and, by that law, all past entries or surveys which had been made over and beyond the said line were declared void; the money which had been received for them by the entry takers, including their own fees, was ordered to be refunded, and all future entries or surveys prohibited.

On the 17th of May, 1783, another law of the said State was passed, whereby the western boundary of the same was extended to the Mississippi, including all the lands within the limits of the State, and a land office was opened for entering and surveying the same, for the purpose of discharging certain debts contracted during the late war; excepting from such entry or survey a certain tract bounded and described in the said act, and declared to be reserved for the Indians, and certain other tracts reserved for special purposes.

That, in pursuance of the provisions of this act, and of an act passed in June, 1784, various entries and surveys were made of the lands in question. It appears, also, that, on the said 17th of May, 1783, another act of the Legislature was passed, whereby, after stating that "holding treaties and appointing agents to keep up a continual friendly intercourse with the Cherokee Indians might prevent future wars, and save expense of blood and treasure," provision was made for holding a treaty with the Indians and providing for the expense of such treaty, and of presents to be given to the Indians, in consideration of lands by them to be ceded to the State; but it does not appear that any such treaty was holden.

On the 28th day of November, 1785, the United States made the treaty of Hopewell with the Cherokees, and established a line between the United States and the said tribe, excluding a large portion of the lands which had been entered and surveyed by virtue of the said acts, at which treaty the agent of North Carolina attended and protested against it, as intrenching upon the rights of that State; this treaty was, however, agreed to and ratified by the United States and the said tribe. On the 21st of November, 1789, North Carolina acceded to the constitution of the United States, and, on the 22d of December following, passed an act ceding to the United States all her western territory, including all the said lands; in which cession it is made a condition that "all entries made by, or grants made to, all and every person or persons whatsoever, agreeable to law, and within the limits thereby intended to be ceded to the United States, should have the same force and effect as if such cession had not been made, and that all and every right of occupancy and pre-emption, and every other right reserved by any act or acts to persons settled on and occupying lands within the limits of the lands hereby intended to be ceded as aforesaid, shall continue to be in full force, in the same manner as if the cession had not been made, and as conditions upon which the said lands are ceded to the United States." Which cession was, by an act of Congress passed April 2d, 1790, accepted.

On the 2d of July, 1791, the treaty of Holston was made with the Cherokee tribe of Indians, in which the present boundary line between the United States and the said Indian tribe was established, and all the lands lying beyond the said line secured thereby to the said tribe, whereby a considerable portion of the lands intended and surveyed by virtue of the said acts, and entered to have been secured to the proprietors, by the said deed of cession is excluded.

The committee, having, in compliance with the order of the House, examined and considered the above facts, are of opinion that provision should be made by law, enabling the President of the United States to extinguish by treaty the title of the Indians to the lands, the title whereof was specifically reserved and secured by the above recited condition in the deed of cession of North Carolina, or to so much of the lands ceded by the said State as will be suffi-

cient to satisfy the claims so reserved, by removal of the locations made under the authority of North Carolina. They, therefore, recommend the following resolutions:

Resolved, That the sum of ——— dollars ought to be appropriated by law, to defray the expense of such treaty or treaties as the President of the United States may deem it expedient to hold with any nation or nations of Indians southwest of the river Ohio.

Resolved, That provision ought to be made by law, authorizing and enabling all persons who, under the laws of North Carolina, and in conformity to the regulations and provisions thereof, have entered, surveyed, located, or obtained grants of any of the lands ceded by the said State to the United States, in such manner as would have vested a good title under the said State of North Carolina, if such cession had not been made, to enter upon, occupy and possess the same, or to remove thereto their locations from such lands, the titles whereunto shall not be extinguished, whenever and as soon as the Indian title or claim to a sufficient portion of the said land shall be extinguished under the authority of the United States, and to possess and enjoy the same in as full and ample manner as if the same had been derived from or under the United States.

6th CONGRESS.]

No. 54.

[1st Session.]

SETTLERS ON THE LANDS CEDED BY SOUTH CAROLINA ASK A RETROCESSION.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, APRIL 7, 1800.

Mr. HARPER made the following report:

The committee to whom was referred the memorial of Matthew Patterson and sundry other persons, residing on the western borders of North and South Carolina, having taken into consideration the matter of the said memorial, and such information relative thereto as it has been in their power to obtain, beg leave to submit to the House the following report thereon:

Between the latitude thirty-five, which is the southern boundary claimed by North Carolina, and the northernmost boundary of Georgia, as settled by a convention between that State and South Carolina, in the year one thousand seven hundred and eighty-seven, there intervenes a tract of country supposed to be about twelve miles wide, from north to south, and extending in length from the top of the main ridge of mountains which divides the eastern from the western waters to the Mississippi. This tract, consequently, remained within the limits of South Carolina, and in the year one thousand seven hundred and eighty-seven it was ceded by that State to the United States, who accepted the cession.

On the eastern extremity of this tract, immediately at the foot of the main ridge of mountains above mentioned, are situated the people whose case is now under consideration, and who appear to amount in number to about fifty families. It does not appear at what period they made the settlement, nor have they any title to the lands on which they have settled and made improvements. No such title, indeed, could have been created, as those lands remained within the boundaries of the Cherokees, till the last cession made by them to the United States. It appears that they are included in that cession, and have, thereby, become completely the property of the United States.

It does not appear that the lines which bound the tract of land in question and divide it from North Carolina, on one side, and Georgia on the other, have ever been established by public authority; but they have been so far ascertained, by private surveys of a very authentic nature, as to leave little doubt that the settlement in question is contained within that tract. On this point, and others relative to the subject in general, the committee beg leave to refer to the subjoined extract of a letter from General Pickens, of South Carolina, to one of its members. The high character of that gentleman, and his thorough acquaintance with the subject, leave no room to doubt the accuracy of his representations.

The relief prayed by the memorialists is twofold. First, to be placed under some Government; and, secondly, to have some confirmation of their right to the lands on which they have settled and made improvements.

As to the first, they represent that they prefer the Government of South Carolina, and lie much more contiguous to the settled parts of that than any other State. This the committee find to be the case. They are very remote from the settlements of Tennessee, equally so from those of North Carolina, and so near to South Carolina as to be able to attend one of its courts without great inconvenience. They therefore pray to be annexed to that State.

As they are at present wholly destitute of government, it appears to the committee that their request is reasonable, and ought to be complied with, since the settlement is far too inconsiderable and detached to warrant the establishment of a territorial government. This annexation may be effected by a cession of the jurisdiction to South Carolina, which, it is presumed, that State will readily accept. Such a measure the committee recommend.

As to the second point, the confirmation of title, the committee conceive that it would be inexpedient to make any direct confirmation of titles to land under such circumstances; and as the lands belonging to the United States, in that quarter, are too inconsiderable in value and extent to justify the adoption of a general system for the sale of them, a right of pre-emption to these settlers would be of little avail. To grant such a right, might, moreover, tend to the introduction of a principle which ought to be carefully avoided. The best expedient, as the committee conceive, would be to cede the right of soil, as well as of jurisdiction, to South Carolina; which State, should it accept the cession, will, no doubt, take proper measures for protecting the claims of these people, so far as they may be just and reasonable.

In conformity to this view of the subject, the committee beg leave to submit to the consideration of the House the following resolution, viz:

Resolved, That, for extending the benefits of civil government to the settlers on and near the head of French Broad river, it is expedient to cede to the State of South Carolina the right of soil and jurisdiction in, of, and to such part or parts of any lands which may be found to belong to the United States, contiguous to the western boundary of that State, as will include the lands at present occupied by the said settlers.

Extract of a letter from Major General Pickens, of South Carolina, to the Honorable Mr. Nott, Representative in Congress from that State, dated

JANUARY 1st, 1800.

"There is one other matter which I would wish to draw your attention to, which is the land on French Broad river, which was purchased from the Cherokees, at a treaty held in 1798, by George Walton and Colonel Butler, at Tellico, and the line run last summer by Captain Butler, as commissioner appointed by the President for that purpose. The land is settled by about forty-five or fifty families: they knowing it to be within the Indian claim, and within the ancient limits of this State, but ceded to the United States by this State some years ago.

"But before these people settled on the land, it was surveyed, and grants obtained for most parts of it from the State of North Carolina; and perhaps by men who paid little regard whether it was within the Indian claim or the limits of South Carolina. Those people live, I am convinced, south of the thirty-fifth degree of latitude. When I ran that part of the Indian boundary under the Holston treaty, made by Blount, the South Carolina Indian boundary was to extend N. E. to the North Carolina boundary. The boundary between North and South Carolina had not been extended, by authority, so far as where the northeast line from Toogso river would intersect. I sent the surveyor, Colonel Kirkpatrick, to the place where the commissioners under the British Government for running the boundary between the two provinces, now States, had stopped near Thigon mountain, and run with the compass due west. Two experiments were made, at different times, by different artists, near the intersection of the two lines which I had made, and both made the thirty-fifth degree near a mile north of where I made the junction of the Indian boundary. All which proves to me that those people live on the land which this State has ceded to the United States."

To the honorable the Speaker and other the members of the House of Representatives of the United States of America, the memorial of the undersigners humbly sheweth:

That your memorialists, the uppermost inhabitants near the head of French Broad river, consisting of about fifty families, live south of the thirty-fifth degree of north latitude, and, consequently, without the chartered limits of North Carolina and within the ancient limits of the State of South Carolina, though at present without the bounds of that State, since its cession by act of the Legislature thereof, passed on the 8th day of March, in the year 1787, to Congress, of all claim to the jurisdiction and territory of such part of the said State as lay west of the main ridge of mountains which divides the eastern from the western waters. Your memorialists further show that, by a line lately run by commissioners, under public authority, they are placed within the line of the United States, so run, and without the Indian claims; that the settlement is bounded north by North Carolina, south by South Carolina, and west by the Cherokee nation of Indians. Thus situated, detached from, and without the actual limits of any of the existing States in the Union, they are left unprotected and unguarded by any legal civil authority. Your memorialists, therefore, pray that their perilous and distressed situation may be taken into your most serious consideration, and that they may have relief extended to them, either by annexing to the State of South Carolina, as a part thereof, their beforementioned settlement, for the present, or to afford such other redress as the Federal Legislature, in their wisdom, shall think proper to grant. And your memorialists will ever pray.

MATTHEW PATTERSON, and others.

FRENCH BROAD, 8th January, 1800.

6th CONGRESS.]

No. 55.

[1st Session.

CLAIMANTS UNDER JOHN CLEVES SYMMES.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, ON THE SIXTEENTH OF APRIL, 1800.

Mr. BRUCE, from the committee to whom were referred sundry petitions of persons residing in the Northwestern territory, between the Great and Little Miami rivers, on the subject of Judge Symmes's purchase, made the following report:

That, on the 15th of October, 1788, the late Board of Treasury, by virtue of resolutions of the 23d and 27th of July, and 23d of October, 1787, contracted with John Cleves Symmes, and his associates, for a grant of a tract of land lying in the Western country, and bounded westwardly by the Great Miami; southwardly by the Ohio; eastwardly by a line beginning on the Ohio, at a post twenty miles distant, and above the mouth of the Great Miami, and extending from the said spot in a course parallel with the general course of the Great Miami; and northwardly by a line running due east and west, from the last mentioned line to the Great Miami, so as to include one million of acres; reserving, however, five lots out of each township contained in the said million of acres, and agreeing that the United States should cause the said tract to be surveyed, and the bounding lines of the same to be plainly marked; a plat thereof to be returned to the Board of Treasury, and a counterpart of the same to John Cleves Symmes. For which tract the said J. C. Symmes agreed to pay at the rate of two-thirds of a dollar per acre (an allowance of one-third of a dollar being made from the sum of one dollar per acre, for bad lands and incidental charges) for such quantity of land as should be found to be comprised in the said tract, after deducting the lots to be reserved as aforesaid. The sum of eighty-two thousand one hundred and ninety-eight dollars (one-seventh in military rights, and the residue in public securities of the United States) had been paid into the Treasury of the United States by the said Symmes, before the ensailing of the contract, and the remainder was to be paid in the manner following, that is to say: the sum of eighty-two thousand one hundred and ninety-eight dollars within one month after the said plat should have been delivered, and the lines and boundaries of the said tract ascertained, as aforesaid, and the residue in six equal payments, to be respectively made at the expiration of six months, one year, eighteen months, two years, two years and an half, and three years, after the delivery of the said plat; the said payments to be made in gold or silver, or securities of the United States: *Provided*, That if such payments, or any part thereof, were made in securities, only the principal sums therein specified should be applied to such payment, the said Symmes agreeing to take indents for the interest that might be due thereon, prior to the completion of the plat aforesaid, and that the interest which might have accrued upon the same after the date of the completion of the said plat should be the property of the United States, without any allowance to the said Symmes for the same, and should be paid and allowed to the United States: *And provided, also*, That one equal seventh part of the said payments might be made in rights for bounties of lands, by rendering the same acre for acre, instead of gold or silver, or public securities. It was further agreed that the said John Cleves Symmes should, at his expense, within seven years after the delivery of the said plat, subdivide the whole of the same tract into townships and lots; that he should have a right to take immediate possession of a part of the same tract bounded on the river Ohio, including one hundred and twenty-three thousand two hundred and ninety-seven acres, (still excepting the lots reserved, as aforesaid;) that upon his making the payment of eighty-two thousand one hundred and ninety-eight dollars, specified to be made within one month after the delivery of the plat aforesaid, he should receive a conveyance in fee simple from the United States for two hundred and forty-six thousand five hundred and ninety-four acres, part of the said tract of land; and that, upon every remaining payment being made, he should receive a similar conveyance for a further proportionable part of the said tract.

By a resolution of Congress, passed the 12th of August, 1790, the Secretary of the Treasury was authorized to direct the making any surveys that remained to be made, so as to comply, on the part of the United States, with the several contracts made with the late Board of Treasury, for lands in the Western territory; and, on the 20th of November, 1790, the late Secretary of the Treasury did accordingly commit to Mr. Israel Ludlow the making,

amongst others, of the survey of the tract contracted for with Mr. Symmes; but, owing to a variety of incidents and disappointments, caused by the Indian war, and detailed in Mr. Ludlow's letter to the Secretary of the Treasury, dated the 6th of May, 1792, he had not been able, at that time, to complete the survey. But it appeared that the line, intended for the eastern boundary of the survey, would cross several times the Little Miami, and interfere with the tract of land reserved by the State of Virginia; and, on the other hand, Mr. Symmes had taken possession of, and, in a great degree, sold a tract not included within the boundaries of his contract, and extending from the upper limit of the same to the Ohio; up and along the said river, to the mouth of the Little Miami.

By an act of Congress, passed the 12th of April, 1792, the President of the United States was authorized, at the request of John Cleves Symmes, or his agent, to alter the contract above mentioned for the sale of a tract of land of one million of acres, in such manner that the said tract might extend from the mouth of the Great Miami to the mouth of the Little Miami, and be bounded by the river Ohio on the south; by the Great Miami on the west; by the Little Miami on the east; and by a parallel of latitude on the north, extending from the Great Miami to the Little Miami, so as to comprehend the proposed quantity of one million of acres; provided, that the northern limits of the said tract shall not interfere with the boundary line established by the treaty at Fort Harmer, between the United States and the Indians, &c.

On the 11th of April, 1792, a petition was presented to Congress, signed "J. C. Symmes, by Jonathan Dayton, his agent, and one of his associates," stating that, from the advanced price of certificates, resulted the impossibility of a strict fulfilment of the contract; and requesting that a title might be made to him for so much of the said land as had been already paid for, and that he might be indulged with terms as favorable as those granted to the Ohio Company.

And, by another act of Congress, passed the 5th of May, 1792, the President of the United States was authorized to grant, in fee simple, to John Cleves Symmes and his associates, 1st. As much land as the payments already made by them under their contract aforesaid would pay for, estimating the lands at two-thirds of a dollar per acre. 2d. One other tract of one hundred and six thousand eight hundred and fifty-seven acres, provided, that the said Symmes, his agents or associates, should pay, within six months, warrants which issued for army bounty rights, sufficient for that purpose, according to the provisions of the resolves of Congress of the 23d of July and 2d of October, 1787. And 3d. A township of six miles square, in trust, for the use of an academy.

The care of making the survey, in conformity to the act of Congress of the 12th of April, 1792, was, on the 25th of November ensuing, committed by the late Secretary of the Treasury to Mr. Israel Ludlow, and this last, by a letter dated 10th July, 1793, informed the Secretary that he had carried into effect, as far as practicable, his instructions, having completed the survey of the tract contained between the two Miami rivers, extending as far northwardly as the head of Little Miami, and had found that little more than five hundred thousand acres were included therein. The plat of the survey itself, as returned to the Treasury Department, and bearing date the 10th of January, 1794, is certified by Mr. Ludlow to have been made according to the said act of the 12th of April, 1792, and to contain five hundred and forty-three thousand nine hundred and fifty acres within the boundaries designated by that law. It does not appear that Mr. Ludlow was instructed by the Treasury Department to deliver the counterpart of that plat to Judge Symmes. But Mr. Ludlow informed the committee that, soon after the survey had been completed, and before the same was returned in the Treasury Department—that is to say, prior to the 10th of January, 1794—he gave information to said Symmes of the contents of that survey; and that afterwards, in the same year, and he believes before Mr. Symmes came to the city of Philadelphia in order to obtain his patent, and in order to assent to the alteration of the boundaries of the tract he had originally contracted for, he did give to the said John Cleves Symmes a copy of the plat of the said survey for his own private information.

On the 8th of June, 1793, Mr. Symmes, by a letter to the late Secretary of the Treasury, declared that he agreed to alter the contract in the manner proposed by the act of Congress of the 12th of April, 1792, and, on the 29th of September, 1794, he formally requested the President that the said contract should be altered so as include *only* the tract mentioned in the act of the 12th of April, 1792, butted, bounded, and described, as in the said act was set forth; and, at the same time, he, for himself, his associates, and their heirs, remised, released, and quitted claim unto the United States all right, title, interest, claim, and demand whatever, in and to so much of the lands contained and included within the bounds and limits described in the first contract, as is not contained, *meant, and intended to be contained and included*, within the bounds and limits designated by the above mentioned act of Congress of the 12th of April, 1792.

On the 30th of September, 1794, the President of the United States, by his letters patent, assented to the alteration; and, on the same day, in conformity to the act of Congress of the 5th of May, 1792, he also granted to the said Symmes and his associates, all that tract of land bounded on the south by the river Ohio; on the west by the Great Miami; on the east by the Little Miami; and on the north by a parallel of latitude, to be run from the Great Miami to the Little Miami, so as to comprehend three hundred and eleven thousand six hundred and eighty-two acres, reserving five lots out of each township contained in the said tract; and further declaring that one complete township of six miles square, to be located nearly in the centre of the tract thus granted, was granted, and should be holden in trust, for the sole purpose of erecting an academy, and endowing the same; the said parallel of latitude forming the boundary of the tract thus granted, to be run within five years, by the said Symmes, from certain points which shall have been ascertained by Israel Ludlow, on the two Miamies, according to the survey returned to the Treasury Department on the 24th of March, 1794.

The township conveyed for the purpose of erecting an academy, &c. must contain twenty-three thousand and forty acres, but has never yet been located and secured for the purposes intended; and part of the township originally designated for the purpose has been sold by Mr. Symmes to private individuals. The five lots reserved in each section were supposed to amount to five thirty-sixth parts of the whole grant, exclusively of the academy township. Deducting twenty-three thousand and forty acres from the three hundred and eleven thousand six hundred and eighty-two acres included in the grant, there remain two hundred and eighty-eight thousand six hundred and forty-two acres, five thirty-sixth parts of which (the supposed amount of reserved lots) are equal to forty thousand and eighty-nine acres, leaving the amount of land actually granted to Mr. Symmes and his associates equal to two hundred and forty-eight thousand five hundred and fifty-three acres. For this land they had paid in public securities seventy thousand four hundred and fifty-five dollars and thirty-eight ninetieths of a dollar, which, at two-thirds of a dollar per acre, paid for one hundred and five thousand six hundred and eighty-three acres. This quantity, deducted from the two hundred and forty-eight thousand five hundred and fifty-three acres granted, leaves one hundred and forty-two thousand one hundred and seventy acres, for which they were to pay in warrants granted for military bounties, made according to the terms of the original contract, *acre for acre*. They have paid, however, only ninety-five thousand two hundred and fifty acres in military bounties for the said one hundred and forty-two thousand eight hundred and seventy, leaving forty-seven thousand six hundred and twenty acres yet unpaid for, unless they shall be allowed, according to the settlement of the Treasury Department, to obtain *one acre and an half* of land for *every acre* of military bounties by them paid.

From the time when the boundaries of the tract originally contracted for were altered, as above mentioned, that is to say, from the 30th of September, 1794, to the present day, no further payments have been made by Mr. Symmes for the lands not included in his patent; and he seems to have insisted, notwithstanding the survey returned by Mr. Ludlow was executed in pursuance of the act of the 12th of April, 1792; and although when he did, as above mentioned, relinquish his claim to all the lands not contained within the limits designated by the said act, he knew the contents of that official survey which had been returned several months before, that he had never relinquished his claim to the original quantity of one million of acres; and that he was not bound to make any further payments until a survey, containing that quantity, had been executed under the authority of the United States.

Congress considering, it seems, his claim as forfeited on account of his failure of payment, did, on the 2d of March, 1799, pass a law giving a right of pre-emption, at the rate of two dollars per acre, to persons who had, before the — day of April, 1797, made contracts in writing with Mr. Symmes for any lands between the two Miamies, not included within his patent, provided they should give notice of their intention before the — day of Septem-

ber, 1799. Very few individuals have availed themselves of that provision; and the petitioners, whose petitions have been referred to this committee, and who live chiefly within the limits of Ludlow's surveys, have generally represented that they were *bona fide* purchasers; that most of them have paid Mr. Symmes for the land, and are on that account unable to purchase a second time from the United States; that, till very lately, they had not heard any doubt suggested on the validity of Mr. Symmes' title; that the present increase of the price of land in that part of the country is principally due to themselves, who have settled and improved that wilderness, and persisted in their settlements during a long and dangerous Indian war; and that if the United States shall, however, persist in considering Mr. Symmes's claim as forfeited, the time assigned for their notifying their right of pre-emption should be extended, and the price of the land reduced to the original rate agreed on between the United States and Mr. Symmes.

The committee are of opinion that, so far as relates to the lands contained in Ludlow's survey, and not included in Mr. Symmes's patent, which, after deducting the lots reserved and excepted, amount to two hundred thousand acres, the said Symmes has never relinquished his claim thereto, and that if he has forfeited it, it is owing only to his not having made the payments in due time. To exact the forfeiture would be peculiarly hard on the purchasers and settlers under him; and it seems equitable that, in order to enable him to complete their titles, he should be permitted to make payment within a reasonable time, paying interest from the time when the purchase money should have been paid. (that is to say, from one, six, twelve, eighteen, twenty-four, thirty, and thirty-six months, respectively, on each seventh part of the said purchase money, after the 10th of January, 1794, the date of the survey) and that, upon such payment, a patent should be granted to him in trust for himself and the purchasers under him, on condition, however, that the purchasers shall become entitled, in their own right, to the benefit of the same provision in case of failure on his part. It will be necessary, at the same time, to provide for the securing of the academy township, and for the payment of any balance which, on a due investigation of the subject, may still appear due for the lands included within his patent.

Respecting the lands lying north of Ludlow's survey, to which Mr. Symmes has relinquished every claim as early as 1794, nothing further can be requisite than to extend the time, without charging the terms allowed to purchasers under Mr. Symmes by the act of the 2d of March, 1799.

Upon those principles the committee have prepared a bill, which they submit to the consideration of the House.

6th CONGRESS.]

No. 56.

[1st SESSION.]

REFUGEES FROM CANADA AND NOVA SCOTIA.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, ON THE 8TH DAY OF MAY, 1800.

The Secretary of War, and the Secretary and Comptroller of the Treasury, in pursuance of the act passed on the 7th day of April, 1798, entitled "An act for the relief of the refugees from the British provinces of Canada and Nova Scotia," respectfully submit to Congress the following report:

That they have examined all the claims which were presented to the Secretary of War during the time limited by the act above recited, and are of opinion that the claims of forty-nine individuals are duly substantiated, and that they are entitled to the quantities of lands annexed to their names, respectively, in the list herewith transmitted, amounting in the whole to thirty-three thousand five hundred acres.

All which is most respectfully submitted, by

JAMES M'HENRY, *Secretary of War.*
OLIVER WOLCOTT, *Secretary of the Treasury.*
JOHN STEELE, *Comptroller of the Treasury.*

MAY 8, 1800.

A list of Canadian and Nova Scotia refugees who have exhibited claims for bounty in pursuance of an act of Congress passed the 7th day of April, Anno Domini, 1798.

A list of claimants who are entitled to special rates of allowance.

The heirs of James Boyd, two thousand acres. He lost fifty thousand acres of land, on which were some valuable improvements, on the east side of what is now known to be the river St. Croix.

Martha Walker, widow of Thomas Walker, two thousand acres. His services, sacrifices, and sufferings, appear to have been equal to any of those of the refugees. He lost property to the amount of £2,500 sterling, beside abandoning a lucrative business.

John Edgar, two thousand acres. He rendered many important services. His losses were very great, and his sufferings still greater.

Seth Harding, two thousand acres. The commissioners have heretofore reported on this case.*

A list of claimants who are entitled to the first rate of allowance.

Jonathan Eddy, one thousand acres. He is particularly mentioned in one of the resolutions of Congress. His losses and services were equal to S. Harding's; but Colonel Eddy has already received some compensation from Massachusetts.

Colonel James Livingston, one thousand acres. His services and losses, taken together, would entitle him to two thousand acres; but Colonel Livingston has already received one thousand acres from New York.

Parker Clark, one thousand acres.

John Allan, one thousand acres.

The heirs of John Dodge, one thousand acres.

A list of claimants who are entitled to a second rate of allowance.

Thomas Faulker, seven hundred and fifty acres.

Edward Faulker, seven hundred and fifty acres.

David Gay, seven hundred and fifty acres.

Martin Brooks, seven hundred and fifty acres.

Lieut. Col. Bradford, seven hundred and fifty acres.

Noah Miller, seven hundred and fifty acres.

Joshua Lamb, seven hundred and fifty acres.

Atwood Fales, seven hundred and fifty acres.

John Starr, seven hundred and fifty acres.

William How, seven hundred and fifty acres.

Ebenezer Gardner, seven hundred and fifty acres.

The heirs of Simon Chester, seven hundred and fifty acres.

John M'Gown, seven hundred and fifty acres.

Jonas C. Minot, seven hundred and fifty acres.

P. Francis Cazeau, seven hundred and fifty acres. He received one hundred and thirty-three and one-third acres from the State of New York.

*See No. 47.

A list of claimants who are respectively entitled to a third rate of allowance.

Jacob Vander Heyden, five hundred acres. He would have been entitled to the first rate of allowance, had he not already received five hundred acres from the State of New York.

John Livingston, five hundred acres. He would also have been entitled to one thousand acres, had he not already received five hundred acres from New York.

James Crawford, five hundred acres.

Isaac Danks, five hundred acres.

Major B. Von Heer, five hundred acres.

Benjamin Thompson, five hundred acres. He received from New York six hundred and sixty-six and two-thirds acres.

Joseph Bindon, five hundred acres. He received from New York five hundred acres.

Joseph Levittre, five hundred acres.

Lieutenant William Maxwell, five hundred acres.

John D. Merceir, five hundred acres. He received five hundred acres from New York.

James Price, five hundred acres. He received five hundred acres from New York.

Seth Noble, five hundred acres.

Lewis F. Delesdernier, five hundred acres.

John Halsted, five hundred acres. He received from New York one hundred and thirty-three and one-third acres.

A list of claimants who are entitled to the fourth rate of allowance.

David Jenks, two hundred and fifty acres.

Ambrose Cole, two hundred and fifty acres.

James Cole, two hundred and fifty acres.

Adam Johnson, two hundred and fifty acres.

James Duggan, two hundred and fifty acres. He received five hundred acres from New York, otherwise he would have been entitled to seven hundred and fifty acres.

Daniel Earl, Jr. two hundred and fifty acres. He received five hundred acres from New York, or he would have been entitled to seven hundred and fifty acres.

John Paskel, two hundred and fifty acres.

Edward Chinn, two hundred and fifty acres. He received one thousand acres from New York.

Joseph Cone, two hundred and fifty acres. He received six hundred and sixty-six and two-thirds acres from New York.

John Torrey, two hundred and fifty acres.

Claimant entitled to the lowest rate of allowance.

Samuel Fales, one hundred acres. This man is a son of Atwood Fales, who is in the second class of claimants.

A list of claimants whose proofs are incomplete, and the decisions on their claims suspended.

Lewis Rouse. It is not sufficiently proved that he fled to the United States.

Martha Bocart, relict of Abraham Bocart, and formerly relict of Daniel Tucker. There is no proof of the extent of the losses and sufferings of Daniel Tucker.

James Gouett. It is not proved that his services were voluntary, nor that he migrated to the United States.

Samuel Rodgers. He requests that time may be allowed him for producing the requisite proofs to entitle him to a bounty.

Samuel Rodgers, heir to George Rodgers, deceased. Suspended for the same reasons as in the case next above.

The heirs of Nathaniel Reynolds. Some of the dates in the depositions are written on an erasure.

A list of claimants who are not, in the opinion of the commissioners, entitled to bounty from the United States.

Nathaniel Earl. He was liberally compensated by New York. He received one thousand acres from that State.

Lewis Gosline. He has also received one thousand acres from New York, which is an adequate compensation.

Josiah Throop. Liberally compensated by New York, by a grant for one thousand acres.

Jonas Earl, and Daniel Earl. Each of them hath received five hundred acres from New York.

James Robisheaux. Liberally compensated by New York.

Nathaniel and Patrick Welsh. No principle upon which an allowance can be made.

Abraham Livingston. He has been compensated by New York. He received one thousand acres.

Oliver Miller. Not entitled.

Lieutenant Colonel J. F. Hamtramck. He has received ample compensation from the State of New York and the United States.

William Torrey. He received from New York one thousand acres. He is not entitled to any more.

Gideon and Mary Delesdernier. It is not proved that they were obliged to leave Nova Scotia, nor that they came hither with intent to aid the United States. Their son, whom they followed, is included in the third class.

The heirs of Jonathan Delesdernier. This case does not come within the provisions of the law.

Henry Weibble. Nothing can be allowed. His case is not embraced by the law.

Philip Leibert. He has been already compensated by New York. He received one thousand acres.

Major Loran Oliver. He is compensated. New York granted him one thousand acres.

John Gauley. He received five hundred acres from New York, which is a sufficient compensation.

Peter Cayeau. He also received five hundred acres from New York, which is sufficient compensation.

RECAPITULATION, viz.

4 special cases,	-	-	-	-	-	-	-	8,000 acres.
5 cases of the first class,	-	-	-	-	-	-	-	5,000
15 cases of the second class,	-	-	-	-	-	-	-	11,250
14 cases of the third class,	-	-	-	-	-	-	-	7,000
10 cases of the fourth class,	-	-	-	-	-	-	-	2,500
1 case of the fifth and lowest class,	-	-	-	-	-	-	-	100

33,850

6 cases suspended.

18 cases disallowed.

The foregoing abstract contains the names of all persons whose claims were presented before the expiration of the time fixed by the act of Congress. The suspended cases will be further examined and reported on hereafter.

JAMES M'HENRY, *Secretary of War.*
OLIVER WOLCOTT, *Secretary of the Treasury.*
JOHN STEELE, *Comptroller of the Treasury.*

6th CONGRESS.]

No. 57.

[1st Session.]

SALE OF LANDS ACQUIRED BY THE CESSION FROM NORTH CAROLINA.

COMMUNICATED TO THE SENATE, MAY 9, 1800.

Mr. ANDERSON, from the committee to whom was referred the resolution authorizing an inquiry into the situation and extent of the vacant and unappropriated lands claimed by the United States under the cession of the State of North Carolina, and the expediency of making provision for the disposition thereof, reported:

That the State of North Carolina on the — day of December, 1789, being then rightfully possessed of the jurisdiction, and also of the soil, (except in particular tracts, which she had previously sold) in and over all that territory which now forms the territory of the State of Tennessee, did, by her legislative authority, pass an act on the said — day of December, entitled "An act for the purpose of ceding to the United States of America certain western lands therein described," in the words following, to wit:

Whereas the United States in Congress assembled have repeatedly and earnestly recommended to the respective States in the Union, claiming or owning vacant Western territory, to make cessions of part of the same as a further means, as well of hastening the extinguishment of the debts, as of establishing the harmony of the United States; and the inhabitants of the said Western territory, being also desirous that such cession should be made, in order to obtain a more ample protection than they have heretofore received: now this State, being ever desirous of doing ample justice to the public creditors, as well as the establishing the harmony of the United States, and complying with the reasonable desires of her citizens:

Be it enacted by the General Assembly of the State of North Carolina, and it is hereby enacted by the authority of the same. That the Senators of this State in the Congress of the United States, or one of the Senators and any two of the Representatives of this State in the Congress of the United States, are hereby authorized, empowered, and required, to execute a deed or deeds, on the part and behalf of this State, conveying to the United States of America all right, title, and claim, which this State has to the sovereignty and territory of the lands situated within the chartered limits of this State, west of a line beginning on the extreme height of the Stone mountains, at the place where the Virginia line intersects it; running thence along the extreme height of the said mountain, to the place where the Watauga river breaks through it; thence a direct course to the top of the Yellow mountain, where Bright's road crosses the same; thence along the ridge of said mountain, between the waters of Doe river, and the waters of Rock creek, to the place where the road crosses the Iron mountain; from thence along the extreme height of said mountain, to where Nolachucky river runs through the same; thence to the top of the Bald mountain; thence along the extreme height of the said mountain, to the Painted Rock on French Broad river; thence along the highest ridge of the said mountain, to the place where it is called the Great Iron or Smoky mountain; thence along the extreme height of the said mountain, to the place where it is called Unicoi or Unaka mountain, between the Indian towns of Cowee and Old Chota; thence along the main ridge of the said mountain, to the southern boundary of this State; upon the following express conditions, and subject thereto, that is to say:

First. That neither the lands nor inhabitants, westward of the said mountain, shall be estimated after the cession made by virtue of this act shall be accepted, in the ascertaining the proportion of this State with the United States in the common expense occasioned by the late war.

Secondly. That the lands laid off, or directed to be laid off, by any act or acts of the General Assembly of this State, for the officers and soldiers thereof, their heirs and assigns, respectively, shall be and enure to the use and benefit of the said officers, their heirs and assigns, respectively; and if the bounds of the said lands already prescribed for the officers and soldiers of the continental line of this State shall not contain a sufficient quantity of lands fit for cultivation, to make good the several provisions intended by law; that such officer or soldier, or his assignee, who shall fall short of his allotment or proportion, after all the lands fit for cultivation within the said bounds are appropriated, be permitted to take his quota, or such part thereof as may be deficient, in any other part of the said territory, intended to be ceded by virtue of this act, not already appropriated. And where entries have been made agreeably to law, and titles under them not perfected by grant or otherwise, then, and in that case, the Governor for the time being shall, and he is hereby required, to perfect, from time to time, such titles, in such manner as if this act had never been passed. And that all entries made by, or grants made to, all and every person or persons whatsoever, agreeably to law, and within the limits hereby intended to be ceded to the United States, shall have the same force and effect as if such cession had not been made; and that all and every right of occupancy and pre-emption, and every other right reserved by any act or acts to persons settled on, and occupying lands within the limits of the lands hereby intended to be ceded as aforesaid, shall continue to be in full force, in the same manner as if the cession had not been made, and as conditions upon which the said lands are ceded to the United States. And further, it shall be understood, that if any person or persons shall have, by virtue of the act, entitled "An act for opening the land office for the redemption of specie and other certificates, and discharging the arrears due to the army," passed in the year 1783, made his or their entry in the office usually called John Armstrong's office, and located the same to any spot or piece of ground on which any other person or persons shall have previously located any entry or entries; that then, and in that case, the person or persons having made such entry or entries, or their assignee or assignees, shall have leave and be at full liberty to remove the location of such entry or entries, to any lands on which no entry has been specially located, or on any vacant lands included within the limits of the lands hereby intended to be ceded: provided, that nothing herein contained shall extend, or be construed to extend, to the making good any entry or entries, or any grant or grants, heretofore declared void by any act or acts of the General Assembly of this State.

Thirdly. That all the lands intended to be ceded, by virtue of this act, to the United States of America, and not appropriated as before mentioned, shall be considered as a common fund for the use and benefit of the United States of America, North Carolina inclusive, according to their respective and usual proportion in the general charge and expenditure, and shall be faithfully disposed for that purpose, and for no other use or purpose whatever.

Fourthly. That the territory so ceded shall be laid out and formed into a State or States, containing a suitable extent of territory, the inhabitants of which shall enjoy all the privileges, benefits, and advantages set forth, in the ordinance of the late Congress for the government of the Western territory of the United States; that is to say, whenever the Congress of the United States shall cause to be officially transmitted to the Executive authority of this State an authenticated copy of the act to be passed by the Congress of the United States, accepting the cession of territory made by virtue of this act, under the express conditions hereby specified, the said Congress shall, at the same time, assume the government of the said ceded territory, which they shall execute in a manner similar to that which they support in the territory west of the Ohio; shall protect the inhabitants against enemies; and shall never bar or deprive them of any privileges which the people in the territory, west of the Ohio, enjoy: *Provided, always,* That no regulations made, or to be made, by Congress, shall tend to emancipate slaves.

Fifthly. That the inhabitants of the said ceded territory shall be liable to pay such sums of money as may, from taking their census, be their just proportion of the debt of the United States, and the arrears of the requisitions of Congress on this State.

Sixthly. That all persons indebted to this State, residing in the territory intended to be ceded by virtue of this act, shall be held and deemed liable to pay such debt or debts in the same manner, and under the same penalty or penalties, as if this act had never been passed.

Seventhly. That if the Congress of the United States do not accept the cession, hereby intended to be made, in due form, and give official notice thereof to the Executive of this State, within eighteen months from the passing of this act, then this act shall be of no force or effect whatsoever.

Eighthly. That the lands in force and use in the State of North Carolina, at the time of passing this act, shall be, and continue in full force, within the territory hereby ceded, until the same shall be repealed, or otherwise altered, by the Legislative authority of the said territory.

Ninthly. That the lands of non-resident proprietors, within the said ceded territory, shall not be taxed higher than the lands of residents.

Tenthly. That this act shall not prevent the people, now residing south of French Broad, between the rivers Tennessee and Big Pigeon, from entering their pre-emptions in that tract, should an office be opened for that purpose, under an act of the present General Assembly.

And be it further enacted by the authority aforesaid, That the sovereignty and jurisdiction of this State, in and over the territory aforesaid, and all and every the inhabitants thereof, shall be, and remain the same, in all respects, until the Congress of the United States shall accept the cession to be made by virtue of this act, as if this act had never passed."

Here follows the deed of cession:

"Now, therefore, know ye, That we, SAMUEL JOHNSON and BENJAMIN HAWKINS, Senators aforesaid, by virtue of the power and authority committed to us by the said act, and in the name, and for and on behalf of the said State, do, by these presents, convey, assign, transfer, and set over unto the United States of America, for the benefit of the said States, North Carolina inclusive, all right, title, and claim, which the said State hath to the sovereignty and territory of the lands situated within the chartered limits of the said State, as bounded and described in the above recited act of the General Assembly, to and for the uses and purposes, and on the conditions mentioned in the said act."

The act of Congress, consequent upon this deed, is in the words following, viz:

"Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the said deed be, and the same is, hereby accepted." Approved, April 2d, 1790.

Whence it follows, in the opinion of the committee, that the right of sale, as well as of jurisdiction, which previously belonged to the State of North Carolina, in and over the said territory, was, by the deed aforesaid, vested in the United States, upon the conditions therein specified.

And this opinion, as to the right of soil, is the more fully impressed on the minds of the committee upon an attentive perusal of the third condition stipulated in the aforesaid act of cession, which is in the words following, viz:

"Thirdly. That all the lands intended to be ceded, by virtue of this act, to the United States of America, and not appropriated, as before mentioned, shall be considered as a *common fund*, for the use and benefit of the United States of America, North Carolina inclusive, according to their respective and usual proportion in the general charge and expenditure, and shall be faithfully disposed of for that purpose, and for no other use or purpose whatever."

It being very clear, from this provision in the act of cession, that it was intended the right of sale should pass to the United States, as a common fund, to be disposed of for the benefit of the whole Union.

To question the right of the Legislature of North Carolina to dispose of this sale, is to question the title of every man in Tennessee who holds the soil by deed from North Carolina. Since, it is evident, that, if the State of North Carolina had a right to dispose of the soil to individuals, she had an equal right to dispose of it to the United States. And if she could make her terms in the first case, so she could also in the last. She has done so in both; and both have as good a title to their respective parts, as North Carolina had before she alienated to them.

The fourth condition, in the said act of cession, provides, that the territory so ceded shall be laid out and formed into a State, or States, containing a suitable extent of territory, the inhabitants of which shall enjoy all the privileges, benefits, and advantages set forth in the ordinance of the late Congress, for the government of the Western territory of the United States, &c.

Under this provision, the inhabitants of the said ceded territory, first formed into a temporary government, since become a separate State. And, on the first day of June, 1796, by an act of the Congress of the United States, the said ceded territory, so formed into a State, was "declared to be one of the United States of America, on an equal footing with the original States in all respects whatever, by the name and title of the State of Tennessee." Whereby, in the opinion of the committee, the said State of Tennessee acquired the jurisdiction over, but not the right of soil within the said territory.

And this is the more satisfactorily evinced to the committee, from the consideration, that the Government of the United States held only a limited and temporary jurisdiction over the said territory, determinable on an event foreseen and specified; which the Government of the United States could not control; and upon which, the inhabitants and territory were to become an independent State or States of the Union. Hence the State of Tennessee does not derive even her jurisdiction from the Government of the United States; but has it by operation of the act of cession, from the State of North Carolina, after it had been exercised for a time, in virtue of the same act, by the United States.

There is, therefore, no ground for the claim of Tennessee to the soil, upon the principle that a grant of the jurisdiction over territory possesses the right of soil therein; because, in fact, there is no grant of jurisdiction from the United States to the State of Tennessee.

But the right of jurisdiction, and the right of soil, are distinct rights, and may be severed. Thus, North Carolina, while she retained the jurisdiction over the territory in question, disposed of a great proportion of the soil to individuals, and upon various considerations, such as military service, paper money, specie, and other certificates. So, in the aforesaid act of cession, North Carolina authorized the disposition of the soil, on such considerations and conditions as she chose to stipulate to the United States. Many of these considerations were pecuniary; one of the conditions was, that the United States should exercise jurisdiction in a particular way, and determinable on certain events; conformably to which, a deed was executed on the part of North Carolina, and accepted by the United States. Hence the right of soil, vested in the United States, for the uses expressed in the deed. And it became a duty in the United States, by virtue of the same deed, to exercise jurisdiction over the territory until it grew into a State. The United States did exercise jurisdiction accordingly, until that event took place; upon which, that duty ceased, and the jurisdiction was of right necessarily in the State; but the right of soil remained in the United States, as well as other rights; therefore, it is presumed that the United States may proceed to dispose of such parts of the soil to which she has a right, under the deed of cession from North Carolina, as shall have been freed from the Indian claim.

Of this description, it appears to the committee, that, besides other inconsiderable vacancies lying between former appropriations, that much the greater parts of the counties of Blount, and Sevier, lying on the south side of French Broad, between the Tennessee river and Big Pigeon, are not yet legally appropriated, although actually settled, by people who claim a right of pre-emption to the tracts they have settled. The committee have no information which will enable them to ascertain the precise situation, or extent of the residue of the lands claimed by the United States, within the State of Tennessee; nor is it deemed important at this time, since it remains covered by the Indian claim.

The committee, therefore, offer the following resolution, viz:

Resolved, That it is expedient for the United States, by law, to open an office for the sale of the lands to which the United States have the legal right, within the State of Tennessee, so far as the Indian claim thereto has been extinguished; and that the right of pre-emption, determinable by the priority of occupancy, be allowed to all the heads of families, respectively, to any quantity of land not exceeding six hundred and forty acres, to include their actual settlement at the lowest price to be fixed on the sale of the aforesaid lands.

Resolved, That the Attorney General be, and he is hereby requested to collect all the laws of the State of North Carolina, and such other information as he shall deem material, relative to the rights of individuals to the lands within the said ceded territory, and lay the same before the Senate at their next session.

Resolved, That a copy of the foregoing report be transmitted to the Executive authority of the State of Tennessee, and that any representation, or claim, which may be made to the next session of Congress by the State aforesaid, on the subject of the said lands, will be duly considered.

6th CONGRESS.]

No. 58.

[1st Session.]

REFUGEES FROM CANADA AND NOVA SCOTIA.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, ON THE 9TH OF MAY, 1800.

Mr. GALLATIN, from the committee to whom was referred the report of the Secretary of War, Secretary and Comptroller of the Treasury, on the subject of the refugees from Canada and Nova Scotia, made the following report:

That seventy-three persons have presented claims as entitled to relief under the provisions of the act of April, 1798. That eighteen claims have been disallowed; six are suspended, for want of sufficient proofs; and forty-nine have been allowed. In four special cases, the Secretaries and Comptroller recommend an allowance of two thousand acres. The forty-five other claimants have been arranged in five classes, allowing to those of the first class, five in number, one thousand acres each; to those of the second class, fifteen in number, seven hundred and fifty acres each; to those of the third class, fourteen in number, five hundred acres each; to those of the fourth class, ten in number, two hundred and fifty acres each; and to the only claimant of the fifth class, one hundred acres; making altogether, and including the special cases, thirty-three thousand five hundred acres. The six suspended cases, if allowed, would not increase the quantity of land to forty thousand acres.

The committee, considering that the whole amount of claims falls short of what was generally expected; that all the claimants are original holders; that their losses or sufferings have been considerable; that the greater number are now, and have been for many years, in indigent circumstances; and that not only they have been thus reduced on account of their having joined the American cause, but have waited twenty years for a compensation, recommend that there should be allowed to those of the fourth class half a section, or three hundred and twenty acres, instead of two hundred and fifty, and to others in the same proportion, which will make a difference of only four thousand seven hundred and forty acres.

On the particular cases, the committee propose only two alterations.

The first relates to the case of L. F. Delesdernier, a Nova Scotia refugee, who is placed in the third class, at the rate of five hundred acres. The claim for his deceased brother John, who enlisted in the army of the United States, and served to the end of the war, and that of his father and mother, have been disallowed. The last is disallowed because "it is not proved that they were *obliged* to leave Nova Scotia, nor that they came hither with intent to *aid* the United States." Although it was proper to have rejected the claim for that proof, yet, as it appears that on account of their leaving Nova Scotia during the war, and joining their son, they lost their property, and have ever since been supported by that son; (they being both past seventy, and the father having been deprived of his senses for a number of years) this appeared to the committee a sufficient reason for raising the son, who was a meritorious and useful officer during the war, from the third to the second class.

The other case is that of the heirs of James Boyd, whose claim is considered by the Secretaries and Comptroller as one of the specific cases, and to whom they have allowed two thousand acres. The Secretaries and Comptroller state that "James Boyd lost fifty thousand acres of land, on which were some improvements, on the east side of what is *now* known to be the river St. Croix." One of the heirs, who attends to the business, considering the compensation as altogether inadequate, has requested that the claim should not be included amongst those now reported on, rather choosing that it should be referred, with the other suspended cases, to the next session of Congress, when there will be time to investigate its merits. The committee recommend a compliance with his request.

With those alterations, adopting, in every other respect, the report of the Secretaries and Comptroller, the third section of the bill, reported by the committee on the subject of the Nova Scotia and Canada refugees, will stand as follows:

That the following persons be entitled, &c. viz: Martha Walker, widow of Thomas Walker, John Edgar, and Seth Harding, respectively, two thousand two hundred and forty acres each; Jonathan Eddy, Colonel James Livingston, Parker Clark, and John Allan, respectively, one thousand two hundred and eighty acres each; and the heirs of John Dodge, one thousand two hundred and eighty acres.

Thomas Faulkner, Edward Faulkner, David Gay, Martin Brooks, Lieutenant Colonel Bradford, Noah Miller, Joshua Lamb, Atwood Fales, John Starr, William How, Ebenezer Gardner, Lewis F. Delesdernier, John McGown, Jonas C. Minot, and P. Francis Cazeau, respectively, nine hundred and sixty acres each; and the heirs of Simon Chester, nine hundred and sixty acres.

Jacob Vander Heyden, John Livingston, James Crawford, Isaac Danks, Major B. Von Heer, Benjamin Thomson, Joseph Bindon, Joseph Levittre, Lieutenant William Maxwell, Jonathan De Merceir, James Price, Seth Noble, and John Halsted, respectively, six hundred and forty acres each.

David Jenks, Ambrose Cole, James Cole, Adam Johnson, James Duggan, Daniel Earl, jun., John Paskel, Edward China, Joseph Cone, and John Torrey, respectively, three hundred and twenty acres each.

Samuel Fales, one hundred and sixty acres.

Which several tracts of land shall, except the last, be located in half sections by the respective claimants.

6th CONGRESS.]

No. 59.

[2nd Session.]

APPLICATION FOR THE RENEWAL OF A LOST VIRGINIA MILITARY BOUNTY LAND WARRANT.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, FEBRUARY 2, 1801.

Mr. HOLMES, from the committee to whom was referred the petition of Griffin Taylor, made the following report:

That the petitioner states he purchased from William Eskridge, a lieutenant in the Virginia continental line, a military land warrant, for two hundred acres, granted to the said Eskridge for his military services; that some time

afterwards, he casually lost the same, and has never since known what became of it. He further states that, shortly after losing the said warrant, he entered a caveat in the War Office, and at the same time procured a certificate of its number, date, and quantity. On application to the Secretary of War for a renewal of the warrant, he was informed that no relief could be afforded in his case unless Congress were to pass a law for that purpose.

Your committee were of opinion that the legislating upon individual cases ought to be avoided as much as possible. It would, in all probability, be productive of invidious distinctions, or create precedents that might prove injurious to the public interest; they, therefore, turned their attention solely to the propriety of recommending a general law on the subject, containing such provisions as would guard the public against fraud and imposition; contemplating this as the only mode advisable to be adopted, they requested the Secretary of War to give them such information as he might suppose would assist the judgments of the committee in forming an opinion, and particularly to let them know what checks there would be against deception in his Department, in the event of a general law being enacted. The answer of the Secretary satisfied your committee that no general regulations could, with safety, be adopted. It appeared that the most important checks, which might serve to render deception less practicable in that event, were destroyed with the other records in the Department. While your committee regret that any part of this misfortune should have fallen upon any of those, or their representatives, who have so dearly earned the bounty in land from their country, by submitting to great danger, toil, and hardship, during the contest for its independence, yet they cannot devise any mode of relief consistent with the public interest. They, therefore, recommend the adoption of the following resolution:

Resolved, That the prayer of the petition of Griffith Taylor ought not to be granted.

6th CONGRESS.]

No. 60.

[2d Session.]

PRE-EMPTION RIGHTS IN THE NORTH WESTERN TERRITORY.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, ON THE 25th of FEBRUARY, 1801.

Mr. DENNIS, from the committee to whom was referred the petition of sundry inhabitants in the Northwestern territory, made the following report:

That the petitioners state that, with much labor and difficulty, they have settled upon, cultivated, and improved certain lands, the property of the United States, between the waters of the Scioto and Muskingum rivers, and have thereby not only enhanced the value of the lands upon which they have respectively settled, but of other lands in the vicinity of the same, to the great benefit of the United States, and pray for a pre-emption right to those lands, at two dollars per acre, and such credit as Congress may think proper to extend to them, clear of interest.

They also state that, some of the petitioners have settled upon and improved lands reserved by the United States, without knowing of such reservation, and pray for a right of pre-emption on the terms before mentioned.

Your committee are of opinion that, as there are many others in the situation of the petitioners, if the indulgence prayed for be granted, it ought to be general: but, whatever may be the hardships sustained by the petitioners, and however great our disposition to relieve them therefrom, believing, as the committee do, that granting the indulgence prayed for would operate as an encouragement to intrusions on the public lands, and would be an unjustifiable sacrifice of the public interest, report, as their opinion, that the prayer of the petition ought not to be granted.

6th CONGRESS.]

No. 61.

[2d Session.]

CLAIMS OF GEORGIA IN THE MISSISSIPPI TERRITORY.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, FEBRUARY 28, 1801.

Mr. DANA, from the committee to whom was referred the address and remonstrance of the Legislature of the State of Georgia, made the following report:

The remonstrance complains of two acts of Congress respecting the Mississippi territory; one passed in April, one thousand seven hundred and ninety-eight; the other in May, one thousand eight hundred; and prays for their repeal.

The tract of country, called the Mississippi territory, is bounded on the west by the river Mississippi; on the east, by the river Appalachicola, or Chattahoochee; on the south, by the southern boundary of the United States; and on the north, by a line drawn from the confluence of the river Yazoo with the Mississippi, due east, to the beforementioned river Chattahoochee.

For a view of the claim of the United States to the territory in question, the committee, in the present instance, deem it sufficient to refer to a report of the Attorney General, made to the Senate at the first session of the fourth Congress, (1) and to a report of the committee of the House of Representatives, made at the first session of the sixth Congress. (2) The last mentioned report also contains a summary statement of a variety of individual claims to lands within the territory.

The claim of Georgia is particularly stated in the remonstrance referred to your committee.

The two acts of Congress, of which the remonstrance complains, have provided for an adjustment of those claims, through the agency of commissioners; and also for the establishment of a Government over the Mississippi territory, similar to that established by the ordinance of Congress of July, one thousand seven hundred and eighty-seven, for the territory northwest of the river Ohio; saving and reserving to the State of Georgia all her right or claim to the said territory.

Commissioners have accordingly been appointed on the part of the United States, and also on the part of Georgia, for negotiating an adjustment of their respective claims. No report has yet been laid before Congress from the commissioners of the United States; but the business of their commission is understood to be yet pending.

(1) See No. 21.

(2) See No. 52.

Considering this state of things, the committee deem it proper for them to abstain from any particular discussion of the several claims to the Mississippi territory, while a hope is cherished that an amicable adjustment may be ultimately effected: nor do they think it expedient to adopt any measure which may be prejudicial to an object so desirable.

The committee, therefore, submit the following resolution:

Resolved, That it would not be proper, at this time, for the House to take any further order on the address and remonstrance of the Legislature of the State of Georgia.

7th CONGRESS.]

No. 62.

[1st Session.]

PRE-EMPTION RIGHTS TO CLAIMANTS UNDER JOHN CLEVES SYMMES.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, DECEMBER 14, 1801.

Mr. DAVIS, from the committee to whom was referred the petition of James M'Cashen and others, reported:

That on the 15th day of October, in the year 1789, the late Board of Treasury, under resolutions of Congress of the 23d and 27th of July, and 23d of October, 1787, entered into a contract with John Cleves Symmes and certain others, his associates, for a tract of land in the Western country, now called the Northwestern territory, and bounded westwardly by the Great Miami; southwardly, by the river Ohio; eastwardly, by a line beginning on the Ohio, at a spot twenty miles above the mouth of the Great Miami, and extending from the said spot in a course parallel with the general course of the Great Miami; and northwardly, by a line running due east and west, so as to include one million of acres, with certain reservations to the United States, out of each township contained in said tract of land; for which the said John Cleves Symmes agreed to pay at the rate of two-thirds of a dollar per acre (one third of a dollar being deducted from one dollar for bad land and incidental charges) for such quantity as should be found, on a survey, to be in said bounds as before described; which contract was, at several different periods, altered by consent of Congress, so as to materially change the boundaries from the first original contract; which several alterations can be seen by referring to a statement of facts reported by a committee of the House of Representatives, on the 9th of February, 1797, and contained in the reports of committees of the second session of the fourth Congress.* The committee find that one of the petitioners, to wit, John Haggin, contracted with John Cleves Symmes, on the 19th of May, 1789, for two thousand six hundred and eighteen acres of the land, in the aforesaid bounds, and paid him for the same two thousand one hundred and eighty-one dollars and seventy-five cents and five-thirteenths, in liquidated certificates; and there are good grounds to believe that the other petitioners have paid money for lands by them purchased of John Cleves Symmes, within the bounds of his original purchase, though no written proof is shown to the committee by them. The committee also find, that after John Cleves Symmes had sold to Haggin two thousand six hundred and eighteen acres of the land contained in his original purchase, and received payment for the same, as before stated, he, at his own request, and request of Jonathan Dayton, his associate and agent, so altered the contract first made by him, as to leave Haggin, one of the petitioners, and several others, out of the patented lands granted him by act of Congress of the 5th of May, 1792. The committee find that, on the 3d day of March, 1801, a law passed, giving to the description of purchasers, such as the petitioners represent themselves to be, a right of pre-emption to the lands purchased of John Cleves Symmes, before the passing of the said law, at two dollars per acre; and commissioners were appointed by said law to adjust the claims to purchasers under John Cleves Symmes, or his associates, to whom the purchasers were to make known their respective claims, on or before the 1st day of November now last past, and on or before the 1st day of January next ensuing, to make the first payment for said pre-emptions; or, on failure thereof, the right of pre-emption became forfeited. The commissioners were, by the provisions of the last law herein specified, to meet at Cincinnati, between the first day and the tenth day of November last past, to adjust the right of pre-emption to a certain description of purchasers under John Cleves Symmes; of which meeting three weeks' notice was to be given in a public newspaper, printed at Cincinnati. The committee find the provisions in the law, in this respect, have not been rigidly adhered to in the two following particulars, to wit: 1st, The notice of the meeting of the commissioners was given in small handbills; and no proof is before the committee to show that the notice was published in the public newspaper at Cincinnati. 2dly, The notice so given bears date the 23d day of October, and gives notice of the meeting of the commissioners to be on the 9th day of November following, which afforded to the persons entitled to the right of pre-emption only eighteen days' notice, including the date of the notice and day of meeting, instead of twenty-one days, as the law required.

The committee are of opinion, that, to demand of the purchasers under John Cleves Symmes the sum of two dollars per acre for land purchased of him prior to the 5th day of May, 1792, under the sanction of the Government, and which had been sold him by the Government at two-thirds of a dollar per acre, is highly injurious to the purchasers; as they contracted with John Cleves Symmes, and paid him for the land before any alteration in the contract took place. The committee, therefore, submit the following resolutions to the House:

Resolved, That so much of the law of the 3d of March, 1801, as requires the purchasers of lands under John Cleves Symmes, or his associates, prior to the 5th day of May, 1792, to pay two dollars per acre for the benefit of the right of pre-emption, and so much of the said law as requires the first payment to be made on or before the first day of January next, ought to be repealed; and the purchasers under Symmes, or his associates, who actually purchased land, and paid money for the same, prior to the fifth of May, 1792, ought to be entitled to the land purchased of Symmes, on the same terms the said John Cleves Symmes was to have had it from the United States, by his original contract.

Resolved, That those persons who purchased land of John Cleves Symmes since the 5th of May, 1792, ought to have further time allowed them to pay the money than is allowed by the act of Congress of the 3d March, 1801.

INFORMATION.

Whereas, pursuant to a law of the United States, entitled "An act giving a right of pre-emption to certain persons who have contracted with John Cleves Symmes, or his associates, for lands lying between the Miami rivers, in the territory of the United States, northwest of the river Ohio," (which had been published in the Western Spy, on the 8th and 15th of April last) William Goforth and John Reily, with the Receiver of Public Moneys, have been appointed commissioners to adjust the claims of persons entitled to pre-emption rights by virtue of said law.

Therefore, notice is hereby given, that the said commissioners will meet at Mr. Yeatman's, in Cincinnati, on the 9th day of November next, to adjust said claims, at which time and place all persons intending to avail themselves

* See No. 33.

of the benefit of the aforesaid act are required to attend, with their proper vouchers and evidences necessary to substantiate their respective claims.

Given under our hands at Cincinnati, this 23d day of October, 1801.

JAMES FINDLAY,
WILLIAM GORFORTH,
JOHN REILY.

*** Agreeably to the above recited act, it is indispensably necessary for all persons intending to avail themselves of the benefit of the same, to file their evidence of claim, or statement thereof, with the Receiver of Public Moneys at Cincinnati, on or before the first day of November next.

[The following documents were subsequently appended to the foregoing report, by order of the committee.]

TREASURY DEPARTMENT, February 1st, 1802.

SIR:

I have the honor to enclose a letter from the Receiver of the Land Office at Cincinnati, enclosing a report of the lands applied for, under the act of the last session, a pre-emption right to certain purchasers under J. C. Symmes.

You will thereby perceive that a very full compliance with the terms of the law has taken place. Not less than one hundred and thirty thousand six hundred and ninety acres were applied for; and the one-fourth part of the purchase money was paid on one hundred and two thousand six hundred and sixty-three and a half acres thereof. For the residue, amounting to twenty-eight thousand six hundred and twenty-six and a half acres, to applicants, not having paid the fourth part required by law, before the first of January, have lost their right of pre-emption.

It appears to me that the purchasers, or claimants under J. C. Symmes and associates, who have not yet applied, or who, having applied, have lost their pre-emption, may, without any inconvenience to the public, be permitted to apply to the Receiver at Cincinnati, for a term not exceeding, say three months, after the day of notification, paying, however, interest on the first payment from the first of January, to the date when they shall pay the same, and fixing the dates of subsequent payments on the same days with those who have heretofore applied. And the same privilege might be extended to claimants for lands lying north of Ludlow's survey. But seeing the successful operation of the act of last session, I think any essential alteration in the terms, or innovation in the general principle, should be carefully avoided.

I have the honor to be, very respectfully, sir, your obedient servant,

ALBERT GALLATIN.

Hon. Mr. DAVIS.

Copy of a letter to the Secretary of the Treasury dated "Cincinnati, January 7th, 1802," and signed "James Findlay."

SIR:

Your letter of the 4th ultimo, came duly to hand, and I must offer the great press of business, under the act giving the right of pre-emption to certain persons who have contracted with John Cleves Symmes, or his associates, as an apology for not taking more early notice of it.

I have the pleasure to inform you, that the commissioners have succeeded in their business equal to their most sanguine expectations, and forfeitures have been made in fewer instances than was generally supposed; some few have made payment in full.

Enclosed you have a short statement showing the circumstances of that tract of land, which comes within the purview of the act above mentioned, which statement is made, on the best information which could be obtained, having no document in my possession, that will show the quantity contained in the said tract of land. That part of the land which has not been applied for probably appears more than it really is, for this reason: that there are a great many fractions on the two Miamies and Mad rivers, which have not been surveyed, and those fractions have been estimated at a much less quantity than they will be found to contain on admeasurement; consequently, this will make the quantity granted more than appears on the report.

I cannot ascertain what proportion of the land J. C. Symmes, Esq. may have sold out of the quantity that remains unapplied for, and the quantity he had retained is uncertain.

I herewith enclose you my report for last month, and my account; it will be some time before I can possibly send you my quarterly return; the people generally postponed payment until the last few days of the time they could make payment, and my being one of the commissioners, (who did not finish their business until the 31st ultimo) put it out of my power to have it prepared.

Permit me to state a case to you, which appears to me to be a hard one: John Rippey and John Reed purchased a section of land in the abovementioned tract several years ago, and made payment in full; when the law passed giving them the pre-emption right, they applied for their money, and it could not be returned; one of them went into Virginia for cash to make the payment; on his return, his horse died, and he did not reach this place until the morning on the first instant. He offered the money in payment; I told him the time of payment having expired the evening before, it could not be received; he asked me to take the money in keeping, and state the case to you; if you could, with propriety, direct me to report the money, it would be doing them great justice. There are five families living on the land, all relations; each of them has a good improvement on the section.

I am respectfully, sir, your most obedient servant,

JAMES FINDLAY.

A statement showing the circumstances of a tract of land granted by a law of the United States, entitled An act giving a right of pre-emption to certain persons who have contracted with John Cleves Symmes, or his associates, for lands lying between the Miami rivers, in the territory of the United States, northwest of the river Ohio.

This tract of land is estimated to contain within the boundary mentioned in the above law, -	295,410 acres.
This quantity, being 5-36 parts of the whole tract, has always been considered by John Cleves Symmes, Esq. as reserves for the use of schools, religious purposes, and the future disposition of Congress, known by numbers 8, 11, 16, 26 and 29; which reserves amount to	41,025 acres
This quantity, the one-fourth part of the purchase money, and the surveying expenses, have been paid to the Receiver of Public Moneys for the district of Cincinnati, agreeably to the said recited law, -	102,063 50-100
This quantity has been applied for, and the commissioners have granted the certificates for the same, to certain persons, who have not paid the one-fourth part of the purchase money to the aforesaid Receiver of Public Moneys, -	28,626 50-100
This quantity remains unapplied for by any person. How much of this last quantity John Cleves Symmes, Esq. may have sold is uncertain, and the quantity retained by him unknown, -	123,695
	295,410

RECEIVER'S OFFICE, Cincinnati, 8th January 1802

7th CONGRESS.]

No. 63.

[1st Session.]

TIME EXTENDED FOR LOCATING MILITARY LAND WARRANTS.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, DECEMBER 30, 1801.

Mr. DAVIS, from the committee to whom were referred the resolutions of the House of Representatives in relation to the expediency or in expediency of giving further time to the owners and holders of military land warrants, to register and locate the same, made the following report:

That, on the 1st day of June, 1796, Congress, by law, directed the Surveyor General to lay off by actual survey a tract of land in the territory of the United States northwest of the river Ohio, to be reserved for satisfying claims granted for military services; which said tract of land was to be bounded as follows, to wit: Beginning at the northwest corner of the seven ranges of townships, and running thence fifty miles, due south, along the western boundary of the said ranges; thence, due west, to the main branch of the Scioto river; thence, up the main branch of the said river, to the place where the Indian boundary line crosses the same; thence, along the said boundary line, to the Tuscarora branch of the Muskingum river, at the crossing place above Fort Lawrence; thence, up the said river, to the point where a line, running due west from the place of beginning, will intersect the said river; thence, along the line, to run to the place of beginning: which said tract of land was directed to be laid off into townships of five miles square, by running, marking, and numbering, the exterior lines of said townships, and marking corners in the said lines at the distance of two and an half miles; a plat of which was to be sent to the Secretary of the Treasury.

Your committee further report that the tract of land before described was to be granted to the proprietors or holders of military land warrants, in quarter townships, to contain four thousand acres each. But the committee find the survey aforesaid was not executed with the accuracy the law had intended; but Congress did, by an act, passed the 1st day of March, 1800, establish the said survey in the manner in which it had been executed.

That, owing to the inaccuracy in the survey aforesaid, some of the quarter townships contained more than four thousand acres, and some less; and that provision was made by law to authorize the Secretary of the Treasury to grant a certificate, in the nature of a land warrant, to the person locating on a quarter township that fell short of four thousand acres, for the deficiency; but no certificate could issue for a less quantity than fifty acres.

The committee find that the number of certificates issued under the act aforesaid, for deficiencies in the quarter townships, are thirty-six in all; and that their aggregate amount is thirteen thousand seven hundred and eighty-one acres. Of the certificates granted as aforesaid, fifteen of them were outstanding on the 24th day of December instant: their aggregate amount is four thousand five hundred and eleven and six-tenths acres. [See document B.]

Your committee further report that, after the priority of location had been determined, and the proprietors or holders of military land warrants had designated their respective tracts, the act aforesaid directed the Secretary of the Treasury to designate, by lot, fifty quarter townships, together with the fractional part of townships unlocated, which were reserved to individuals for their military services.

Your committee find that the last mentioned tract of land was to be laid off in lots of a hundred acres each, and no patent can issue for any of the aforesaid lots, except in the name of the person originally entitled, or his heirs. Under the third section of the act before alluded to, the Secretary of the Treasury issued fourteen certificates for fifty acres each, for deficiencies in the one hundred acre lots, the aggregate amount of which is seven hundred acres, as by document C.

Your committee find the total amount of fractional sections open for location on the 24th day of December instant was ninety-three thousand two hundred and twenty-five acres, of which three hundred and sixty acres are on the river Scioto; seventy-one thousand one hundred and ninety-two and three-tenths acres on the Indian boundary line; eight thousand one hundred and thirty-four acres on the town of Salem; five thousand two hundred and eighty-one and two tenths acres on the town of Schoenbrunn; and seven hundred and fifty and seven-tenths acres on the town of Gnadenhuetten: besides what remains unlocated of the fifty quarter townships. [See document A.]

Your committee also find that, in dividing the fifty quarter townships into one hundred acre lots, there are sixty-five fractional lots of less than a hundred acres, which, in the aggregate, contain two thousand and twenty-four and three-tenths acres.

Your committee find that a less quantity than four thousand acres cannot be located in the general tract set apart for satisfying military claims, which have been passed from the original holders, as before described; and that not less than a hundred acres can be located in the tract set apart for original holders of warrants, under the 5th and 6th sections of the act aforesaid. That, in many instances, original warrants, issued for uneven numbers, when compared with the location number of acres, say for one hundred and fifty, four hundred and fifty, and eight hundred and fifty acres of military land; and no law exists under which the odd number of acres can be located, except where they make a component part of a quarter township. Hence, holders of such warrants, or certificates in the nature of warrants, have been unable to locate them.

The committee find the number of acres contained in the unregistered warrants for military services, as outstanding on the 28th day of December instant, amounted to five hundred and fifty-two thousand six hundred and five and three-fourths. [See document D.]

Your committee also find that the time allowed by law for the holders or proprietors of warrants granted for military services to locate the same, expires on the 1st day of January next ensuing.

Your committee, therefore, submit the following resolutions, to wit:

Resolved, That further time ought to be given to the holders or proprietors of military land warrants, to register and locate the same.

That provision ought to be made, by law, authorizing the holders of warrants, or certificates in the nature of warrants, under a hundred acres, to locate the same.

That all warrants or certificates located on a less quantity than four thousand acres shall be located on the unlocated parts of the fifty quarter townships and fractional quarter townships.

That warrants, or certificates in the nature of warrants, which have or shall issue for a quantity less than a hundred acres shall be located on the fractional parts of lots that are less than a hundred acres, and in no other place.

That the holders or proprietors of warrants for military services who shall locate the same on the quarter townships, or fractional part of quarter townships, after the — day of — next, shall obtain patents in their own name.

A.

Schedule of the fractional townships within the boundaries of the Military District.

Range.	Township.	Fractional Section.		Lots.		Located lots of one hundred acres each.	Quantity remains open for location.	Where situated.
		No. 3 contains, in the whole,	acres	Of one hundred acres each.	Fraction.			
20	7	No. 3	1,512	15	of 12 acres	13 Lots.	212	On the River Scioto.
20	6	No. 2	2,362 8-10	23	62 8-10	All located.	50 3-10	"
20	6	No. 3	1,850 9-10	18	50 9-10	16	2 8-10	"
20	5	No. 2	502 8-10	5	2 8-10	5	-	"
20	5	No. 1	3,988	-	-	The whole located.	-	"
20	5	No. 4	3,355 2-10	-	-	The whole located.	-	"
20	4	No. 1	1,991 3-4	19	91 3-4	The whole located.	-	"
20	4	No. 4	1,172 1-2	11	72 1-2	The whole located.	-	"
20	3	No. 1	346	3	46	3	46	"
19	3	No. 2	3,909	-	-	The whole located.	-	"
19	3	No. 3	3,185	-	-	The whole located.	-	"
19	2	No. 2	1,916 89-100	19	16 69-100	19	16 89-100	"
19	2	No. 3	1,459 22-100	14	59 22-100	The whole located.	-	"
19	1	No. 2	231 37-100	2	31 37-100	2	31 37-100	"
19	1	No. 1	3,973 15-100	-	-	The whole located.	-	"
19	1	No. 4	2,979 62-100	-	-	The whole located.	-	"
		Total,	34,636 2-10			Total,	360	
20	7	No. 4	3,137	-	-	The whole located.	-	On the Indian boundary line.
19	7	No. 3	3,934 3-10	-	-	The whole located.	-	
19	7	No. 2	136	1	36	The whole located.	136	
19	7	No. 1	839 3-10	8	39 3-10	1	739 3-10	
18	7	No. 2	1,606 4-10	16	6 4-10	-	1,606 4-10	
18	7	No. 1	2,377	23	77	-	2,377	
17	7	No. 2	3,150 4-10	31	50 4-10	-	3,150 4-10	
17	7	No. 1	3,861	38	61	-	3,861	
17	8	No. 4	61 3-4	-	61 3-4	-	61 3-4	
16	8	No. 3	684 1-10	6	84 1-10	-	684 1-10	
16	8	No. 4	1,430	14	30	-	1,430	
15	8	No. 3	2,185	21	85	-	2,185	
15	8	No. 4	2,935	29	95	-	2,935	
14	8	No. 2 and 3	3,696	36	96	-	3,696	
14	8	No. 1	1,468 1-10	4	68 1-10	-	1,468 1-10	
13	8	No. 2	1,940	19	40	-	1,940	
13	8	No. 1	1,923 2-10	12	23 2-10	10	1,923 2-10	
12	9	No. 3	702	7	2	-	702	
12	9	No. 4	1,448 4-10	14	48 4-10	-	1,448 4-10	
11	9	No. 3	1,657 9-10	16	57 9-10	-	1,657 9-10	

A—Continued.

Range.	Township.	Fractional Sections.		Lots.		Located lots of one hundred acres each.	Quantity remains open for location.	Where situated.
		No.	acres.	Of one hundred acres each.	Fraction.			
11	9	No. 4	2,814	28	Of 14 acres.	-	2,814	On the Indian Boundary line.
10	9	No. 3	3,586	35	86	-	3,586	Ditto.
10	9	No. 1	343	3	43 7-10	-	343 7-10	Ditto.
9	9	No. 2	1,114	11	14 6-10	-	1,114 6-10	Ditto.
9	9	No. 1	1,921	19	21 8-10	-	1,921 8-10	Ditto.
8	9	No. 2	2,560	25	60 1-2	-	2,560 1-2	Ditto.
8	9	No. 1	3,329	33	29 1-2	-	3,329 1-2	Ditto.
7	9	No. 2	3,876	38	76 4-10	-	3,876 4-10	Ditto.
7	10	No. 3	139	1	39 4-10	-	139 4-10	Ditto.
7	10	No. 4	834	8	34 6-10	-	834 6-10	Ditto.
6	10	No. 3	1,123	11	23	-	1,123	Ditto.
6	10	No. 4	2,094	20	94	-	2,094	Ditto.
5	10	No. 3	2,793	27	93 4-10	-	2,793 4-10	Ditto.
5	10	No. 4	3,523	35	23	-	3,523	Ditto.
4	10	No. 3	3,983	39	83 7-10	-	3,983 7-10	Ditto.
4	10	No. 2	247	2	47 4-10	-	247 4-10	Ditto.
4	10	No. 1	1,010	10	10 6-10	-	1,010 6-10	Ditto.
3	10	No. 2	1,730	17	34 3-4	-	1,730 3-4	Ditto.
3	10	No. 1	2,586	25	86	-	2,586	Ditto.
2	10	No. 1	3,416	34	46	4	3,016	Ditto.
2	10	No. 2	133	1	33	-	133	Ditto.
Total,				79,946 2-10				
3	5	No. 1	3,389	33	89 6-10	24	1,000 acres,	On the town of Salem.
3	6	No. 4	1,034	10	34	2	834	Ditto.
2	5	No. 3	3,480	34	90 6-10	7	2,800	Ditto.
2	5	No. 2	3,594	38	94 3-4	4	3,500	Ditto.
				11,808 5-10				
2	8	No. 1	3,694	20	44 3-4	The whole located.	744 3-4	On the town of Schoenbrunn.
2	8	No. 4	2,044	24	13		1,100	Ditto.
1	8	No. 3	2,400	24	13		3,436 9-10	Ditto.
1	8	No. 2	3,736	37	36 4-10		5,281 2-10	Ditto.
				12,576				

A—Continued.

Range.	Township.	Fractional Sections.	Lots.		Located lots of one hundred acres each.	Quantity remains open for location.	Where situated.
			Of one hundred acres each.	Fraction.			
2	6	No. 2 contains, in the whole,	-	51 9-10 acres,	The whole located,	-	Situate on the town of Gnadenhuetten.
2	7	No. 3,	38	34	-	-	Ditto.
2	7	No. 4,	30	10 1-2	5	2,534 acres,	Ditto.
2	6	No. 1,	15	57 2-10	3	1,210 1-2	Ditto.
2	6	No. 2,	37	-	-	3,757 2-10	Ditto.
1	7	No. 3,	-	-	The whole located,	-	Ditto.
		3,923	-	-	-	-	-
		19,679 5-10	-	-	-	7,501 7-10	-
9	1	No. 3,	-	62 acres,	-	-	Small fractions, situate on the fifty reserved sections.
8	2	No. 3,	-	76	-	-	
8	3	No. 1,	-	56 2-10	-	-	
10	3	No. 4,	-	19	-	-	
8	4	No. 2,	-	71 8-10	-	-	
8	5	No. 1,	-	74	-	-	
2	5	No. 1,	-	25 3-4	-	-	
2	5	No. 2,	-	82	-	-	
6	6	No. 2,	-	72 6-10	Fractions of the whole sections,	-	
3	7	No. 2,	-	15 1-4	-	-	
3	7	No. 2,	-	48	-	-	
6	8	No. 2,	-	68 8-10	-	-	
6	8	No. 2,	-	61	-	-	
9	9	No. 3,	-	23 4-10	-	-	
		-	-	755 1-4 acres.	-	-	

Total open for location on the fractions, to December 24, 1801, -

93,925 acres.

TREASURY DEPARTMENT, *Register's Office*, December 24, 1801.JOSEPH NOURSE, *Register*.

B.

List of certificates issued by the Register of the Treasury for the surplus deposited above the contents of each located section, and fractional section; showing, also, those since returned to the Treasury.

Certificates issued to entitle to a Location.			Certificates issued for surplus of Deposit.					Register's certificates outstanding the 24th December, 1801.
Number.	Acres & 10ths.	In whose favor.	Date.	Number.	Acres & 10ths.	By whom returned to the Treasury.	On what location returned.	
9	3,819.6	John Heckewelder, -	Mar. 10, 1800,	1	180.4	-	-	No. 1 acres 180.4
40	3,936.0	Caleb Swan, -	" 10, " 2	2	64.0	-	-	2 " 64.0
1	3,133.8	Elijah Backus, -	" 13, " 3	3	861.2	Elijah Backus, -	249	
165	3,682.2	Martin Baum, -	" 10, " 4	4	317.8	Martin Baum, -	38	
51	3,478.8	Robert Underwood, -	" 10, " 5	5	521.2	John Mathews, -	250	
53	3,874.6	Jonas Stansberry, -	" 10, " 6	6	125.4	Jonas Stansberry, -	68	
83	3,809.7	Nicholas Gilman, -	" 10, " 7	7	190.3	Nicholas Gilman, -	85	
107	3,894.4	Jonathan Burrall, -	" 10, " 8	8	105.6	John Mathews, -	250	
90	3,613.4	John Warder, -	" 10, " 9	9	386.6	-	-	9 " 386.6
86	3,543.5	James Johnston, and others, * -	" 31, " 10	10	456.5	-	-	10 " 456.5
223	3,344.9	Robert Campbell, -	" 10, " 11	11	655.1	-	-	11 " 655.1
61	3,455.8	John Rathbone, -	May 24, 1801,	12	544.2	John Rathbone, -	59	
130	3,807.0	William Steele, -	" 13, " 13	13	193.0	Zaccheus Briggs & Z. A. Beatty, -	253	
152	3,460.0	Joseph Hardy, -	Mar. 10, 1800,	14	540.0	Joseph Hardy, -	154	
119	3,080.0	Jonathan Dayton, -	" 10, " 15	15	920.0	Jonathan Dayton, -	251	
91	3,196.8	Sampson Davis, -	" 10, " 16	16	803.2	-	-	16 " 803.2
133	3,080.0	William Steele, -	" 10, " 17	17	920.0	Zaccheus Briggs & Z. A. Beatty, -	253	
144	3,644.2	Jonathan Dayton, -	" 10, " 18	18	355.8	Jonathan Dayton, -	251	
92	3,081.9	Ditto, -	" 10, " 19	19	918.1	Ditto, -	251	
202	3,430.2	Galbreath and Elmes, -	" 20, " 20	20	569.8	-	-	20 " 569.8
135	3,882.0	William Steele, -	" 10, " 21	21	117.7½	-	-	21 " 117.7½
32	2,363.0	J. F. Hamtramck, -	" 10, " 22	22	1,637.0	John Mathews, -	250	
244	3,934.3	Wm. Wells and J. Armstrong, -	" 10, " 23	23	65.7	Nicholas Gilman, -	85	
93	3,137.0	Jonathan Dayton, -	" 10, " 24	24	863.0	Jonathan Dayton, -	251	
4	4,050.0	Elijah Backus, -	" 10, " 25	25	50.0	Elijah Backus, -	249	
17	4,050.0	George Skinner, -	" 10, " 26	26	50.0	-	-	26 " 50.0
86	3,543.5	James Johnston and others, * -	" 31, " 27	27	50.0	James Morrison, -	97	
229	4,050.0	Ebenezer Pierce, -	" 10, " 28	28	50.0	-	-	28 " 50.0
239	4,050.0	James Johnston, -	" 10, " 29	29	50.0	William Simmons, -	31	
96	4,050.0	Alex'r M'Glaughlin, -	" 10, " 30	30	50.0	Caimoel Medowell, -	13	
250	3,185.9	John Mathews, -	April 30, " 31	31	200.0	-	-	31 " 200.0
251	2,611.8	Jonathan Dayton, -	" 30, " 32	32	77.9	-	-	32 " 77.9
128	4,920.0	Theodorus Bailey, † -	Feb. 19, 1801,	33	445.1	-	-	33 " 445.1
61	3,455.8	John Rathbone, ‡ -	Sept. 12, " 34	34	130.0	-	-	34 " 130.0
			" 35	35	325.3	-	-	35 " 325.3
			" 36	36		-	-	36 " 325.3
					13,781.0			Acres, 4,511.6½

* Nos. 10 and 27, certificates for surplus, were issued for the same location.

† Land warrants deposited for five thousand and fifty acres, left a surplus of one hundred and thirty, for which No. 35 issued.

‡ No. 36, issued for the residue of No. 12, paid in to satisfy a deficiency on location No. 59, of two hundred and eighteen and nine-tenths acres.

TREASURY DEPARTMENT, Register's Office.

JOSEPH NOURSE, Register.

No. 11.

TREASURY DEPARTMENT, Register's Office, March 10, 1800.

In pursuance of the act, entitled "An act in addition to an act, entitled An act regulating the grants of land appropriated for military services, and for the society of the United Brethren for propagating the Gospel among the Heathen," passed on the 1st of March, 1800; and, in consequence of directions from the Secretary of the Treasury, I hereby certify, that six hundred and fifty-five and one-tenth acres of land remain unsatisfied of a registry of military land warrants, by Robert Campbell, for Robert Campbell, for which a certificate, numbered two hundred and twenty-three, and dated 25th February, 1800, was issued at this office, in consequence of a location of the right acquired by the certificate, on the second quarter of the sixth township, in the eleventh range, containing, by the Surveyor General's return, three thousand three hundred and forty-four and nine-tenths acres of land, surveyed for satisfying warrants granted for military services.

JOSEPH NOURSE, Register.

Explanation of one item.

	Acres.
Deposit in land warrants, - - - -	4,000
Certificate No. 223; contents of section located, - -	3,344 ⅞
Surplus No. 11, as per copy above, - - -	655 ⅞

C.

List of Certificates issued by the Register of the Treasury to original holders of warrants for surplus deposited above the amount of their actual locations; showing also, such of them as are since returned into the treasury.

Number of the warrant deposited.	Name of the holder.	Number of the certificate and location.	Number of acres in the warrant.	CERTIFICATES ISSUED FOR SURPLUS OF DEPOSIT.				
				Date of Certificate.	Number.	Acres for which granted.	By whom returned to the Treasury.	On what location returned.
946	Joseph Hait, - - - - -	56	450	January 27, 1801,		50		
185	John Bishop, - - - - -	45	150	May 10, 1800,		50		
2,092	Thomas E. Sumner and Jacky S. Blount, late Sumner, heirs of } Jethro Sumner, - - - - -	36	850	April 29, 1800,		50		
447	Jonathan Clark, - - - - -	26	450	April 29, 1800,		50		
2,404	Levin Winder, - - - - -	22	450	Ditto,		50		
1,549	Lachlin M'Intosh, - - - - -	16	850	Ditto,		50		
1,009	Josiah Harmar, - - - - -	11	450	Ditto,		50		
2,364	Benjamin Walker, - - - - -	4	450	Ditto,		50		
2,129	Daniel Titcomb, son of Benjamin Titcomb, - - - - -	3	450	Ditto,		50		
1,879	John Stark, - - - - -	74	850	August 3, 1801,		50		
1,337	Jacob Leonard, - - - - -	86	150	August 22, 1801,		50		
1,410	John M'Ewen, - - - - -	87	150	Ditto,		50		
382	Abner Cole, - - - - -	90	150	Sept. 17, 1801,		50		
2,207	Edward Tillard, - - - - -	92	450	Ditto,		50		
						700		

700 acres, amount of Register's certificates for surplus of deposits, outstanding.

JOSEPH NOURSE, *Register.*

TREASURY DEPARTMENT, *Register's Office, December 24th, 1801.*

D.

TREASURY DEPARTMENT, *Register's Office, December 28th, 1801.*

SIR: I have the honor to reply to your inquiry, that according to a register of numbers of land warrants, issuable to officers of the late Revolutionary army,

2,900 is stated for the several grades, if the average is calculated at two hundred and fifty acres, the amount to the officers will be, - - - - - Acres, 725,000
11,257 is stated for privates, at one hundred each. - - - - - - - - - - - - - - - 1,125,700

Cancelled in payment of lands by the Ohio Company, and Symmes' purchase—deduct - - - - - 1,850,700
238,694.66

Locations made on warrants to 25th November, 1801, - - - - - 1,045,259. $\frac{6}{10}$
Paid in since, about, - - - - - 14,740. $\frac{3}{10}$
1,060,000

Estimated to be outstanding, - - - - - - - - - - - - - - - acres, 552,605.34

I have the honor to be, sir, your most obedient and most humble servant,

JOSEPH NOURSE.

Honorable THOMAS T. DAVIS.

[The following documents were subsequently appended to the foregoing report by order of the committee.]

TREASURY DEPARTMENT, REGISTER'S OFFICE, 14th January, 1802.

SIR:

I have the honor to transmit, herewith, a statement of the number of acres contained in the fifty townships set apart for satisfying the claims of the original holders of land warrants; the amount located, and the amount which remained unlocated on the 1st January, 1802.

In reply to your inquiry, "If any locations have or could be made by law on the general tract set apart for military services, since the priority of location has been determined, according to the meaning of the fifth section of the act aforesaid," I beg leave to remark, that the fifty sections, together with the fractional sections designated, have invariably been reserved for the location of land warrants issued to original holders, and when locations (in lots of one hundred acres) have been made, patents have been issued in their names; but, that, with respect to holders of parcels of land warrants, they have been permitted to deposit land warrants or certificates, issued by the direction of the Secretary of the Treasury, to an amount equal to the quarter township applied for by them to be located. Of this description, nine locations have been made upon whole quarter townships, since the determination of the priority of location by lot. This permission was founded on the third section of the act of 1st June, 1796, and from the construction of the act of 1st March, 1800.

I have the honor to be, with the greatest respect, sir, your most obedient and most humble servant,

JOSEPH NOURSE.

Honorable THOMAS T. DAVIS.

Schedule of the Fifty Reserved Sections within the boundaries of the Military District.

Range.	Township.	Section.	Contains in the whole.	Locations made.	Remains Unlocated.
			<i>Acres.</i>	<i>Acres.</i>	<i>Acres.</i>
I.	I.	No. 3	4,000	-	4,000
do.	VIII.	2	3,736 4-10	300	3,436 4-10
do.	do.	4	4,000	100	3,900
do.	X.	1	4,000	1,000	3,000
			Total, 15,736 4-10	1,400	14,336 4-10
II.	II.	3	4,000	700	3,300
do.	III.	4	4,000	-	4,000
do.	V.	1	4,125 3-4	-	4,125 3-4
do.	do.	3	4,182	-	4,182
			Total, 16,307 3-4	700	15,607 3-4
III.	I.	1	4,000	300	3,700
do.	VII.	1	4,000	-	4,000
do.	do.	2	4,048	-	4,048
do.	VIII.	4	4,000	-	4,000
			Total, 16,048	300	15,748
IV.	IV.	3	4,000	-	4,000
do.	X.	3	3,983 7-10	-	3,983 7-10
			Total, 7,983 7-10	-	7,983 7-10
V.	III.	3	4,000	-	4,000
do.	VII.	1	4,000	-	4,000
do.	IX.	3	4,000	-	4,000
			Total, 12,000	-	12,000
VI.	II.	1	4,000	-	4,000
do.	VI.	2	3,372 6-10	1,000	2,372 6-10
do.	VII.	3	3,415 1-4	-	3,415 1-4
do.	VIII.	2	3,361	-	3,361
do.	do.	3	3,468 8-10	800	2,668 8-10
			Total, 17,617 6-10	1,800	15,817 6-10
VII.	IV.	2	4,000	-	4,000
do.	VI.	1	4,000	1,300	2,700
do.	VII.	2	4,000	-	4,000
			Total, 12,000	1,300	10,700
VIII.	II.	1	3,956 2-10	600	3,356 2-10
do.	do.	3	3,976	1,200	2,776
do.	IV.	3	3,971 8-10	-	3,971 8-10
			Total, 11,904	1,800	10,104
IX.	I.	3	3,962	1,100	2,862
do.	VII.	3	4,000	700	3,300
do.	IX.	4	4,423 4-10	-	4,423 4-10
			Total, 12,385 4-10	1,800	10,585 4-10
X.	I.	2	4,000	-	4,000
do.	III.	4	4,019	100	3,919
do.	VII.	1	4,000	600	3,400
			Total, 12,019	700	11,319

SCHEDULE—Continued.

Range.	Township.	Section.	Contains in the whole.	Locations made.	Remains Unlocated.
			<i>Acres.</i>	<i>Acres.</i>	<i>Acres.</i>
XI.	VI.	1	4,000	-	4,000
do.	VII.	1	4,000	-	4,000
			Total, 8,000	-	8,000
			142,001 8-10	9,800	132,201 8-10
XIII.	VIII.	4	2,568 8-10	1,200	1,368 8-10
			Total, 2,568 8-10	1,200	1,368 8-10
XV.	I.	3	4,000	100	3,900
do.	II.	2	4,000	1,500	2,500
do.	VII.	3	4,000	-	4,000
do.	do.	4	4,000	1,600	2,400
			Total, 16,000	3,200	12,800
XVI.	II.	4	4,000	1,400	2,600
do.	III.	4	4,000	1,600	2,400
do.	VII.	2	4,000	-	4,000
do.	do.	4	4,000	-	4,000
do.	VI.	1	4,000	-	4,000
			Total, 20,000	3,000	17,000
XVII.	VII.	4	4,000	-	4,000
			42,568 6-10	7,400	35,168 6-10

The whole amount of the fifty reserved sections is - - - 184,570 6-10 acres.

Locations made on these sections, - - - 17,200
Remains unlocated, - - - 167,370 6-10

Total, 184,570 6-10

TREASURY DEPARTMENT, *Register's Office*, 14th January, 1802.

JOSEPH NOURSE, *Register*.

7th CONGRESS.]

No. 64.

[1st Session.

CONFIRMATION OF AN INDIAN GRANT.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, JANUARY 11, 1802.

Mr. JOHN G. JACKSON made the following report:

The committee to whom the petition of Isaac Zane was referred on the 7th instant, have taken the same into consideration, and make thereon the following report:

That the petitioner states, that he was made a prisoner by the Wyandot Indians when an infant of nine years of age, with which nation he has ever since remained, having married an Indian woman, by whom he has had many children. That his attachment to the whites has subjected him to numberless inconveniences and dangers during the almost continual wars which existed between the United States and the Indians, until the peace of Greenville, in 1795. That previous to that period, a tract of land, on which he now lives, had been assigned to him by the Wyandot Indians, and that no idea was entertained when that treaty was made, that the land which had been given him would fall within the boundary of the United States, (which now appears to be the case) and, of consequence, no provision was made in his favor by the treaty; all of which the committee have reason to believe is perfectly true. And it further appears from two certificates, one given by five Indian chiefs, at a place called the Big Rock, on the 16th day of September, 1800, that the Wyandot nation of Indians allotted the said Zane a tract of land, of four miles square, on Mad river; and that the said Zane had a pre-emption right, ever since the year 1758, to the lands of the Wyandot nation. The second certificate is given by Abraham Chapline (a gentleman of character in the State of Kentucky) who certifies, that he was made a prisoner in the year 1780, by the Wyandot Indians; that at that time the British Indians were marching, with formidable force, to attack the Kentucky country; the said Zane found it out, and gave Mr. Chapline a gun and ammunition, with directions what course to proceed to alarm the whites; and the said Zane also purchased another prisoner from the Mingoe Indians, which he gave one hundred bucks for, and furnished him with a gun also, to go with the said Chapline to alarm the Kentuckians; and that the said Zane was very friendly to the prisoners in general. And it further appears, from a certificate which was filed among the reports of the first session of the sixth Congress, given by Governor St. Clair, the agent for Indian affairs

in the Northwestern territory, that at a conference with the chiefs of the Wyandot nation, in the month of October, 1799, the said chiefs declared it to be the wish of their nation that a tract of land, four miles square, at a place called the Big Bottom, on Mad river, a branch of Great Miami, should be confirmed to the said Zane, this land being set apart to and for him previous to the treaty of Greenville. Having taken these circumstances into consideration, and having been informed by Mr. Wells, the Indian interpreter, now in this city, that he was at the said treaty of Greenville, and that he understood the said Zane was to have a grant of land at or near the said Big Bottom; and the said Wells knew that the said Zane lived on the said tract of land in the year 1793, and that the Wyandot Indians told him that they had given the said land to the said Zane, and that the said Zane then was very friendly to the prisoners that were taken by the Indians into captivity. Therefore, the committee have considered that the petitioner ought to have confirmed a tract of land, equal in some degree to the intentions of the Indians, and to the services rendered to the United States by the petitioner; they, therefore, recommend to the House the adoption of the following resolution:

Resolved, That a committee be appointed to bring in a bill authorizing the President of the United States to convey, in fee simple, to Isaac Zane, six sections of land, of one square mile each, within the Northwestern territory, on any lands not heretofore appropriated, and that the Indian title thereto has been extinguished.

We, the Wyandot nation, having given to Isaac Zane a lot of land, consisting of four miles square, on the heads of Mad river, these five years past, and seems at present to encroach on the American lands; in that case we, the said Wyandot nation, allow the American Government to take possession of as much land of theirs, to replace the said land given to the said Isaac Zane, although, at same time, the said Isaac Zane has had a pre-emption right since the year 1758.

Signed at the Big Rock, this sixteenth day of September, in the year of our Lord one thousand eight hundred.

SAS TA RED ZI, his+mark.
SA EN TES CON, his+mark.
DES CHA RA MAN, his+mark.
SY ET TA, his+mark.
DA RI ON, his+mark.

Signed in the presence of

JAMES MELVIN,
ADAM BROWN,
WILLIAM WALKER,
J. B. P. BEAUGRAND,
JAMES McREID.

I do certify that, in the spring, 1780, I was a prisoner with the Wyandot Indians, and that the British and Indians were marching to attack the Kentucky country with a formidable force, and Isaac Zane furnished me with a gun and ammunition, with instructions what course to proceed to alarm the people in Kentucky; and that he was very friendly to the prisoners in general, and certified to me his friendship to his native country people, and believe that he was, notwithstanding his situation, a friend to the whites; he also purchased another prisoner from the Mingoos, which he gave one hundred bucks for, and furnished him with a gun also, to go with me.

Given under my hand, this 2d of November, 1800.

ABRAHAM CHAPLINE.

7th CONGRESS.]

No. 65.

[1st Session.]

PERMIT TO ACCEPT AN INDIAN GRANT.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, FEBRUARY 5, 1802.

Mr. DAVIS, from the committee to whom was referred the petition of George Ash, made the following report:

That the petitioner asks the United States to permit him to receive as a present from the Chiefs of the Shawanese and Delaware Indians, a tract of land, four miles square, opposite the mouth of the Kentucky river, which tract of land is claimed by the Indian tribes aforesaid. The committee waited on the Chiefs of the Shawanese and Delaware tribes of Indians, and conversed with them, by an interpreter, on the subject of the gift of the land aforesaid. From the information your committee gained, it appeared to them, that the Indians were willing to give the petitioner a tract of land in the following shape: to begin at the Indian boundary line, opposite the mouth of Kentucky river; thence with the Ohio river to the mouth of the Little Kentucky; thence up the same one mile; from thence a direct line at right angles to the boundary line aforesaid. Your committee do not know what quantity of land these boundaries will include, nor do they approve of the plan of giving to individuals the right of receiving large tracts of land from the Indians; it may possibly be a source of evil at a future period, should enterprising and intriguing men prevail on the Indians to make those gifts to a large extent. But your committee think it would not be unsafe to permit the petitioner to accept of one mile square from the Indians, to begin where the Indian boundary line touches the Ohio river, thence with the Ohio one mile; which line will form the basis of the mile square.

7th CONGRESS.]

No. 66.

[1st Session.]

FRAUDS BY LAND JOBBERS IN THE INDIANA TERRITORY.

COMMUNICATED TO CONGRESS, FEBRUARY 18, 1802.

Gentlemen of the Senate and of the House of Representatives:

In a message of the 2d instant,* I enclosed a letter from the Secretary of War on the subject of certain lands in the neighborhood of our military posts, on which it might be expedient for the Legislature to make some provisions. A letter recently received from the Governor of Indiana presents some further views of the extent to which such provision may be needed. I therefore now transmit it for the information of Congress.

TH: JEFFERSON.

FEBRUARY 18, 1802.

* See Military Affairs, No. 47.

VINCENNES, January 19th, 1802.

SIR:

The circumstances mentioned in this letter I have considered of sufficient importance to be communicated to the President. The court established at this place, under the authority of the State of Virginia, in the year 1780, (as I have before done myself the honor to inform you) assumed to themselves the right of granting lands to every applicant. Having exercised this power for some time without opposition, they began to conclude that their right over the land was supreme, and that they could with as much propriety grant to themselves as to others. Accordingly, an arrangement was made, by which the whole country to which the Indian title was supposed to be extinguished, was divided between the members of the court; and orders to that effect entered on their Journal, each member absenting himself from the court on the day that the order was to be made in his favor, so that it might appear to be the act of his fellows only. The tract thus disposed of extends on the Wabash twenty-four leagues from La Pointe Coupée to the mouth of White river, and forty leagues into the country west, and thirty east from the Wabash, excluding only the land immediately surrounding this town, which had before been granted to the amount of twenty or thirty thousand acres.

The authors of this ridiculous transaction soon found that no advantage could be derived from it, as they could find no purchasers, and I believe that the idea of holding any part of the land was by the greater part of them abandoned a few years ago; however, the claim was discovered, and a part of it purchased by some of those speculators who infest our country, and through these people, a number of others in different parts of the United States have become concerned, some of whom are actually preparing to make settlements on the land the ensuing spring. Indeed, I should not be surprised to see five hundred families settling under these titles in the course of a year. The price at which the land is sold enables any body to become a purchaser; one thousand acres being frequently given for an indifferent horse or a rifle gun. And as a formal deed is made reciting the grant of the court, (made as it is pretended under the authority of the State of Virginia) many ignorant persons have been induced to part with their little all to obtain this ideal property, and they will no doubt endeavor to strengthen their claim, as soon as they have discovered the deception, by an actual settlement. The extent of these speculations was unknown to me until lately. I am now informed that a number of persons are in the habit of repairing to this place, where they purchase two or three hundred thousand acres of this claim, for which they get a deed properly authenticated and recorded, and then disperse themselves over the United States, to cheat the ignorant and credulous. In some measure, to check this practice, I have forbidden the recorder and prothonotary of this county from recording or authenticating any of these papers; being determined that the official seals of the Territory shall not be prostituted to a purpose so base as that of assisting an infamous fraud.

I have the honor to be, with the most perfect respect, your obedient servant,

WILLIAM HENRY HARRISON.

To the Hon. JAMES MADISON, Esq. *Secretary of State.*

7th CONGRESS.]

No. 67.

[1st Session.]

CLAIMS ON THE LANDS CEDED BY NORTH CAROLINA.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, MARCH 24, 1802.

MR. STANLEY, from the committee to whom had been referred a petition of Memucan Hunt and others, addressed to the General Assembly of the State of North Carolina, and sundry resolutions of the said Assembly, respecting a claim of the petitioners for the value of certain lands in the State of Tennessee, held under grants from the State of North Carolina, prior to the cession of the said lands to the United States, made the following report:

That the limits of the State of North Carolina under their charter, and as claimed in their bill of rights prefixed to their constitution, previous to the adoption of the Federal constitution, were the Atlantic ocean on the east, the State of Virginia on the north, the river Mississippi on the west, and the State of South Carolina on the south; within which limits was comprehended a considerable tract of country occupied and used by the Indians for their residence and hunting grounds. That, in the year 1777, the General Assembly of the State of North Carolina passed an act for establishing offices for receiving entries for claims for lands in the several counties within the State, whereby they authorized the entering and granting "any lands lying in any county of said State, which had not been granted by the crown of Great Britain, or the lords proprietors of North Carolina, or any of them, in fee, before the 4th day of July, 1776, or which have accrued or shall accrue to said State by treaty or conquest." That, in May, 1778, the General Assembly passed another act, to amend the above mentioned act, in which they ascertain and declare the boundary eastward of the Indian hunting ground, excluding all the lands at that time claimed to have been ceded or conquered from the Indians, which line did not extend so far westward as the present boundary line between the United States and the Indian tribes, and by that law "all entries and surveys of land which had been made over and beyond the said line are declared void; the money received by the entry takers, with their own fees, was directed to be refunded; and all future entries or surveys prohibited.

That, during the late war, the Cherokee Indians, within the limits of said State, were at open war and declared hostilities with the United States. And, the State of North Carolina, in the year — sent an army into their country, and, at great expense of blood and treasure, subdued them. That, after this expedition, to wit: on the 17th May, 1783, another law of said State was passed, whereby the boundary of lands admitted to be entered was extended westwardly to the Mississippi; including all the lands within the limits of the State, and a land office was opened for the purpose of making entries and obtaining surveys of the same, "for the redemption of specie and other certificates, and discharging the arrears due to the army," excepting from such entry or survey a certain tract, bounded and described in the said act, reserved for the Indians, and certain other tracts reserved for special purposes.

That, in pursuance of the provisions of this act, and of an act passed in June, 1784, amending the same, various entries and surveys were made of the lands in question. It further appears that, on the 17th May, 1783, an act of the Legislature was passed; whereby, after stating that "holding treaties and appointing agents to keep up a friendly intercourse with the Cherokee Indians might prevent future wars and save expense of blood and treasure," provision was made for holding a treaty with the Indians, and providing for the expense of such treaty with the Indians, and of presents to be given to the Indians, in consideration of lands by them to be ceded to the State; but it does not appear that any such treaty was holden.

On the 28th May, 1785, the United States made the treaty of Hopewell with the Cherokees, and established a line between the United States and said tribe, excluding a large portion of the lands, which had been entered and surveyed by virtue of the said acts of the Legislature of North Carolina, at which treaty the agent of North Carolina attended and protested against it, as intrenching upon the rights of that State; but it does not appear to your committee that said treaty was ever ratified by the United States.

On the 21st November, 1789, North Carolina acceded to the Constitution of the United States, and on the 22d December following, passed an act ceding to the United States all her Western territory, including all the said lands; in which cession it is made a condition, "that all entries made by, or grants made to all and every person or persons whatsoever, agreeably to law, and within the limits thereby intended to be ceded to the United States, should have the same force and effect as if such cession had not been made; and that all and every right of occupancy and pre-emption, and every other right reserved by any act or acts, to persons settled in, and occupying lands within the limits of the lands hereby intended to be ceded as aforesaid, shall continue to be in full force, in the same manner as if the cession had not been made, and as conditions upon which the said lands are ceded to the United States;" which cession was by an act of Congress passed April 2d, 1790, accepted.

On the 2d July, 1791, the treaty of Holston was made with the Cherokee tribe of Indians, in which the present boundary line between the United States and the said Indian tribes was established, and all the lands lying beyond the said line secured thereby to the said tribe; whereby a considerable portion of the lands, entered and surveyed by virtue of the said acts, and intended to have been secured to the proprietors by the said deed of cession, is excluded.

The committee further report, that, at the first session of the sixth Congress, the petition of persons claiming under the State of North Carolina, lands situated as those of the present petitioners, was referred to a committee, who reported the facts nearly as they now appear to your committee, and recommended that a sum should be appropriated to enable the President to extinguish, by treaty, the title of the Indians to the lands, the titles whereof were specially reserved and secured by the condition of the deed of cession, herein before recited; which report was accepted, and an act thereupon passed, entitled, "An act to appropriate a certain sum of money, to defray the expense of holding a treaty or treaties with the Indians;" whereby, a sum not exceeding fifteen thousand dollars was appropriated to defray the expense of such treaty, as the President of the United States should deem it expedient, to hold with the Indians south of the river Ohio.

That, at the last session of Congress, the subject matter of said petition was again referred to a committee, who reported, that, having received information that measures had been taken by the Executive, preparatory to holding a treaty under the act before recited, they were of opinion that adequate relief would be extended to the petitioners by the measures proposed by this House, at the first session of the sixth Congress; and that they were, therefore, of opinion, it was unnecessary to adopt any new regulations on the subject, until the result of those already proposed should be known.

Your committee further report, that it appears from the communication of the Executive to the present Congress, that measures have been taken for carrying into effect the act herein before cited, and a treaty has been holden with the said Indians, which failed in effecting the measure contemplated, of extinguishing the Indian title to said lands; nor does there appear from said communication, any ground to hope that any lands can be obtained from said Indians by treaty.

From these circumstances, your committee are of opinion that measures ought to be taken for relieving the petitioners; and recommend the following resolutions:

Resolved, That provision ought to be made by law, authorizing and enabling all persons who, under the laws of North Carolina, and in conformity to the regulations and provision thereof, have entered, surveyed, located, or obtained grants of any of the lands ceded by said State to the United States, in such manner as would have vested a good title under the said State of North Carolina, if such cession had not been made, to receive from the United States a compensation.

Resolved, That commissioners ought to be appointed to ascertain the quantity of lands ceded to the United States by the State of North Carolina, for which such compensation ought to be made.

7th Congress.]

No. 63.

[1st Session.]

INSTRUCTIONS TO LAND OFFICERS.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, APRIL 6, 1802.

TREASURY DEPARTMENT, 5th April, 1802.

The SECRETARY OF THE TREASURY, to whom was referred Arthur Morrison's petition, respectfully reports:

That the petitioner having previously paid, according to law, to the Receiver of Public Moneys at Steubenville, sixty-four dollars as deposit, and six dollars for surveying expenses, did, on the 26th day of October, 1801, apply to the Register of the Land Office, at the same place, for the purchase of section four, in township No. 8, of range No. 5, containing six hundred and forty acres; that, on the 4th day of December following, being within forty days after the date of his application, he paid to the above mentioned Receiver, the sum of two hundred and fifty-six dollars, which, with the preceding payment of sixty-four dollars, was in full of the first instalment of the purchase money of the said section; that he did not produce the receipt for such payment to the Register aforesaid within three months after the date of his application; but that he produced the same on or before the 9th day of February last, that is to say, within fourteen days after the expiration of the said three months.

The fifth section of the act of May the 10th, 1800, provides that every purchaser of public lands shall, at the time of purchase, deposit one twentieth part of the purchase money, to be forfeited if, within forty days, one-fourth part of the purchase money, including the said twentieth part, is not paid. Under that section, the petitioner has not incurred any forfeiture.

The seventh section of the same act provides that the Register of the Land Office shall, three months after the date of each application, if the party shall not have, within that time, produced to him a receipt of the payment of one-fourth part of the purchase money, including the twentieth part above mentioned, enter under its proper date in the book of entries that the payment has not been made, and that the land has reverted to the United States. The petitioner did not produce the receipt within three months, and the entry, stating that the land had reverted to the United States, has accordingly been made by the Register.

As neither this nor the other section of the act contemplates the forfeiture of any other part of the purchase money than the deposit of one-twentieth part, the Receiver at Steubenville will be instructed to reimburse to the petitioner the sum of two hundred and fifty-six dollars, being the amount of his second payment, unless the land for which he had applied shall not have been applied for by any other person; in which case, the Register of the Land Office may, in the opinion of the Secretary, permit the petitioner to re-enter the said land, and accept, as proper evidence of payment therefor, the receipts of the Receiver of public moneys heretofore produced by him.

No doubt is entertained that the instruction to the Receiver will accord with the most rigid construction which can be put on the law. It is believed that the decision, included in the instruction contemplated for the Register, is not inconsistent with the provision of the seventh section. The object of that provision is only to ensure the

accountability of the Receivers, by causing to be entered with the Registers, an account of all moneys received by those Receivers, but not to affect the purchasers otherwise than by laying the land open to new applicants, if the former ones shall neglect to enter the receipts with the Register. Under a liberal construction of the law, which appears to be consistent with sound policy, the United States should not derive from that neglect any advantage to themselves, provided that the payment has actually been made, and that the rights of other individuals shall not be affected.

If, however, any other person shall, in this instance, have applied for the land, it does not appear to be consistent with the law, nor eligible on general principles, to reimburse to the petitioner the sixty-four dollars paid as deposit; inasmuch as the admission of such a principle might enable purchasers, without any risk to themselves, to withdraw or vary their applications.

In order to prevent hereafter similar inconveniences, which have a tendency to impede the sales of public lands, instructions are preparing for the land officers generally, by which the Receivers will be directed to deliver, once every month, to the Registers, transcripts of the receipts issued by them for purchase money, and the Registers to consider the Receivers, in that respect, as agents of the parties, and to act upon those transcripts as if the original receipts had been produced by the purchasers themselves.

Upon a due consideration of the petition referred to the Secretary, he is of opinion that all the relief which ought to be afforded may be given without any legislative interference.

All which is most respectfully submitted by

ALBERT GALLATIN.

The Honorable the SPEAKER of the House of Representatives.

7th CONGRESS.]

No. 69.

[1st Session.

GEORGIA CESSION.

COMMUNICATED TO CONGRESS, APRIL 26, 1802.

Gentlemen of the Senate and of the House of Representatives:

In pursuance of the act, entitled "An act supplemental to the act, entitled An act for an amicable settlement of the limits with the State of Georgia, and authorizing the establishment of a Government in the Mississippi territory," James Madison, Secretary of State, Albert Gallatin, Secretary of the Treasury, and Levi Lincoln, Attorney General of the United States, were appointed commissioners to settle, by compromise, with the commissioners appointed by the State of Georgia, the claims and cession to which the said act has relation.

Articles of agreement and cession have accordingly been entered into, and signed by the said commissioners of the United States and of Georgia; which, as they leave a right to Congress to act upon them legislatively at any time within six months after their date, I have thought it my duty immediately to communicate to the Legislature.

TH: JEFFERSON.

APRIL 26, 1802.

CITY OF WASHINGTON, April 26, 1802.

SIR:

We have the honor to enclose a copy of an agreement entered into between the commissioners of the United States and those of Georgia, in pursuance of the act, entitled "An act supplemental to the act, entitled An act for an amicable settlement of limits with the State of Georgia, and authorizing the establishment of a Government in the Mississippi territory."

The nature and importance of the transaction have induced the insertion of a clause which renders it necessary that the subject should be communicated to Congress, during their present session.

We have the honor to be, very respectfully, sir, your obedient servants,

JAMES MADISON,
ALBERT GALLATIN,
LEVI LINCOLN.

The PRESIDENT of the United States.

Articles of agreement and cession, entered into on the twenty-fourth day of April, one thousand eight hundred and two, between the commissioners appointed on the part of the United States, by virtue of an act, entitled "An act for an amicable settlement of limits with the State of Georgia, and authorizing the establishment of a Government in the Mississippi territory" and of the act supplemental to the last mentioned act, on the one part, and the commissioners appointed on the part of the State of Georgia, by virtue of an act, entitled "An act to carry the twenty-third section of the first article of the constitution into effect," and of the act to amend the last mentioned act, on the other part.

ARTICLE I. The State of Georgia cedes to the United States all the right, title, and claim, which the said State has to the jurisdiction and soil of the lands situated within the boundaries of the United States, south of the State of Tennessee, and west of a line, beginning on the western bank of the Chattahoochee river, where the same crosses the boundary line between the United States and Spain; running thence up the said river Chattahoochee, and along the western bank thereof, to the great bend thereof, next above the place where a certain creek or river, called "Uchee," (being the first considerable stream on the western side, above the Cussetas and Coweta towns) empties into the said Chattahoochee river; thence, in a direct line, to Nickajack, on the Tennessee river; then crossing the said last mentioned river; and thence, running up the said Tennessee river, and along the western bank thereof, to the southern boundary line of the State of Tennessee; upon the following express conditions, and subject thereto; that is to say:

First, That out of the first net proceeds of the sales of the lands thus ceded, which net proceeds shall be estimated by deducting, from the gross amount of sales, the expenses incurred in surveying, and incident to the sale, the United States shall pay, at their treasury, one million two hundred and fifty thousand dollars to the State of Georgia, as a consideration for the expenses incurred by the said State, in relation to the said territory; and that, for the better securing as prompt a payment of the said sum as is practicable, a land office, for the disposition of the vacant lands thus ceded, to which the Indian title has been, or may hereafter be extinguished, shall be opened within a twelvemonth after the assent of the State of Georgia to this agreement, as hereafter stated, shall have been declared.

Secondly, That all persons who, on the twenty-seventh day of October, one thousand seven hundred and ninety-five, were actual settlers within the territory thus ceded, shall be confirmed in all the grants legally and fully executed prior to that day, by the former British Government of West Florida, or by the Government of Spain, and in the claims which may be derived from any actual survey or settlement made under the act of the State of Georgia, entitled "An act for laying out a district of land, situate on the river Mississippi, and within the bounds of this State, into a county, to be called Bourbon," passed the seventh day of February, one thousand seven hundred and eighty-five.

Thirdly, That all the lands ceded by this agreement to the United States shall, after satisfying the above mentioned payment of one million two hundred and fifty thousand dollars to the State of Georgia, and the grants recognized by the preceding condition, be considered as a common fund, for the use and benefit of the United States, Georgia included, and shall be faithfully disposed of for that purpose, and for no other use or purpose whatever: provided, however, that the United States, for the period, and until the end of one year after the assent of Georgia to the boundary established by this agreement shall have been declared, may, in such manner as not to interfere with the abovementioned payment to the State of Georgia, nor with the grants hereinbefore recognized, dispose of or appropriate a proportion of the said lands, not exceeding five millions of acres, or the proceeds of the said five millions of acres, or of any part thereof, for the purpose of satisfying, quieting, or compensating, for any claims other than those hereinbefore recognized, which may be made to the said lands, or to any part thereof. It being fully understood that, if an act of Congress [making such disposition or appropriation shall not be passed into a law within the abovementioned period of one year, the United States shall not be at liberty thereafter to cede any part of the said lands on account of claims which may be laid to the same, other than those recognized by the preceding condition, nor to compensate for the same; and in case of any such cession or compensation, the present cession of Georgia to the right of soil over the lands thus ceded or compensated for shall be considered as null and void, and the lands thus ceded or compensated for shall revert to the State of Georgia.

Fourthly, That the United States shall, at their own expense, extinguish, for the use of Georgia, as early as the same can be peaceably obtained, on reasonable terms, the Indian title to the country of Talassee, to the lands left out by the line drawn with the Creeks, in the year one thousand seven hundred and ninety-eight, which had been previously granted by the State of Georgia, both which tracts had formally been yielded by the Indians; and to the lands within the forks of Oconee and Ocmulgee rivers; for which several objects the President of the United States has directed that a treaty should be immediately held with the Creeks; and that the United States shall, in the same manner, also extinguish the Indian title to all the other lands within the State of Georgia.

Fifthly, That the territory thus ceded shall form a State, and be admitted as such into the Union, as soon as it shall contain sixty thousand free inhabitants, or at an earlier period, if Congress shall think it expedient, on the same conditions and restrictions, with the same privileges, and in the same manner, as is provided in the ordinance of Congress of the thirteenth day of July, one thousand seven hundred and eighty-seven, for the Government of the Western territory of the United States; which ordinance shall, in all its parts, extend to the territory contained in the present act of cession, that article only excepted which forbids slavery.

ART. II. The United States accept the cession above mentioned, and on the conditions therein expressed: and they cede to the State of Georgia whatever claim, right, or title, they may have to the jurisdiction or soil of any lands lying within the United States, and out of the proper boundaries of any other State, and situated south of the southern boundaries of the States of Tennessee, North Carolina, and South Carolina, and east of the boundary line hereinabove described, as the eastern boundary of the territory ceded by Georgia to the United States.

ART. III. The present act of cession and agreement shall be in full force as soon as the Legislature of Georgia shall have given its assent to the boundaries of this cession: provided, that the said assent shall be given within six months after the date of these presents; and provided, that Congress shall not, during the same period of six months, repeal so much of any former law as authorizes this agreement, and renders it binding and conclusive on the United States: but if either the assent of Georgia shall not be thus given, or if the law of the United States shall be thus repealed, within the said period of six months, then, and in either case, these presents shall become null and void.

In faith whereof the respective commissioners have signed these presents, and affixed hereunto their seals. Done at the city of Washington, in the District of Columbia, this twenty-fourth day of April, one thousand eight hundred and two.

JAMES MADISON, [L. S.]

ALBERT GALLATIN, [L. S.]

LEVI LINCOLN, [L. S.]

Commissioners on the part of the United States.

JAMES JACKSON, [L. S.]

ABRAHAM BALDWIN, [L. S.]

JOHN MILLEDGE, [L. S.]

Commissioners on the part of the State of Georgia

J. FRANKLIN, *Senator of the United States for North Carolina,*

SAMUEL A. OTIS, *Secretary of the Senate of the United States,*

JOHN BECKLEY, *Clerk of the House of Representatives of the United States.*

} *Witnesses.*

7th CONGRESS.]

No. 70.

[1st Session.]

CONTRACT WITH JOHN CLEVES SYMMES.

COMMUNICATED TO THE SENATE, APRIL 29, 1802.

Mr. OGDEN, from the committee to whom was referred the petition of John Cleves Symmes, Esq. made the following report:

1. That, in the year 1788, the petitioner entered into a contract with the United States, upon a fair consideration, for the purchase of one million of acres of land in the Northwestern territory.

2. That, in consequence of such contract, the petitioner made a settlement upon the tract, and sold many parcels thereof to adventurers, who went together with him into that new country, and located themselves there.

3. That, in the year 1794, the petitioner obtained a patent, under the authority of a law, which enabled the President of the United States to make the same, for such proportion of the one million of acres which had, at that time, been paid for, pursuant to the said contract, amounting to three hundred and eleven thousand six hundred and eighty-two acres of the said million of acres of land.

4. That the petitioner, after the said in part fulfilment of the contract, on the side of both the parties to the same, proceeded to make sales, (as he before had done, in respect to the lands for which he had lately received the patent, as above mentioned) in the residue of the one million of acres, expecting to make the title when he should receive his patent therefor agreeably to his contract, as he had before practised.

5. That no authority has been given, by law, or otherwise, that can be found by your committee, whereby the said contract can be carried into execution, on behalf of the United States, upon the payment of the sums further stipulated to be paid by the petitioner, agreeably to his contract, whereby he is entitled to a patent upon payment of such stipulated sums, which payments the petitioner avers he always has been, and still is, ready to pay and perform, as thereunto required by his contract.

6. That your committee, from the papers and documents laid before them by the petitioner, or from the statement which he has made, do not perceive that the petitioner has done any one act, or omitted to do any act, whereby he has forfeited any right to the full benefit of his contract before stated.

7. That no authority exists, by law, enabling any person to carry into execution the said contract on behalf of the United States; but, on the contrary, that two laws have been passed, predicated upon the idea that the obligation of the United States, under the said contract, has ceased and determined; under the operation of which laws, the said petitioner states, and your committee believe, that the said petitioner is suffering very great hardships, tending to the utter destruction and total waste of his whole property.

8. Your committee, the premises considered, beg leave to recommend the adoption of the resolution accompanying this report:

Resolved, That the President of the United States be requested to direct the Attorney General to examine into the contract entered into between the United States and John Cleves Symmes, Esq., and others, bearing date on the 15th October, 1788, and all the contracts and laws relative thereto, and all the transactions which may legally or equitably effect the same, as far as they may come to his knowledge, and to make a report of the same to the Senate, at their next session, together with his opinion, whether the said John Cleves Symmes has any claims, and what, upon the United States, in virtue of the said contract, or any other contract or law predicated upon the same: and that the further consideration of the petition of said John Cleves Symmes, Esq., of and concerning the premises, be postponed to the first day of the next session of Congress.

7th CONGRESS.]

No. 71.

[2d SESSION.]

BOUNTY LAND WARRANT.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, JANUARY 12, 1803.

Mr. JOHN COTTON SMITH, from the committee of claims, to whom was referred the petition of Samuel Frazer, made the following report:

The petitioner states that he was justly entitled to bounty land for his services as a private soldier during the revolutionary war; and that the warrant was issued the 24th January, 1792, to one William Thomas, to whom, the petitioner says, he had given no authority whatever for that purpose.

Cases of this kind are not susceptible of satisfactory proof; warrants have doubtless issued, in many instances, on forged powers of attorney; but the impossibility of ascertaining whether the party originally entitled to the land may not have been accessory to the fraud, has hitherto been deemed by Congress a sufficient reason for refusing their interposition. And when it is further considered that the application for land warrants by attorney is an accommodation to the individual merely, and not to the public, it cannot be thought unreasonable that the party injured by a false power should be left to his remedy at law against the person by whom he has been thus defrauded.

Your committee are of opinion that the prayer of the petition ought not to be granted.

7th CONGRESS.]

No. 72.

[2d SESSION.]

CONTRACT WITH JOHN CLEVES SYMMES.

COMMUNICATED TO THE SENATE, JANUARY 28, 1803.

WASHINGTON, January 26, 1803.

SIR:

I have the honor to transmit herewith a report, the result of an examination of the contract between the United States and John Cleves Symmes, bearing date October 15th, 1788, as altered September 30th, 1794, together with such other documents as I could obtain, having a legal or an equitable relation to the subject.

I am, most respectfully, sir, your most obedient servant,

LEVI LINCOLN.

The President of the Senate of the United States.

To the Senate of the United States:

In obedience to their resolution of the thirtieth of April, in the year of our Lord one thousand eight hundred and two, the Attorney General of the United States, having made the examinations therein required, respectfully submits the following report:

Of the various and numerous transactions respecting the sale, or the contracts for the Miami lands, with John Cleves Symmes, those hereafter particularly referred to are alone, under existing circumstances, considered as affecting the question. From his original applications to Congress, their resolutions, and his subsequent communications to the Board of Commissioners, previous to the making of the contract of the 15th of October, 1788, nothing can be collected materially affecting, at the present time, the legal or equitable view of his case.

By this contract, of the above date, it was agreed that there should be granted to John Cleves Symmes, and his associates, a tract of land, situate in the Western country, bounded westwardly, by the Great Miami; southwardly, by the Ohio; eastwardly, by a line beginning on the Ohio, at a spot twenty miles distant, and above the mouth of the

Great Miami, and extending from the said spot, in a course parallel with the general course of the Great Miami, so as to include one million of acres; (with a reservation of five lots out of each township) and that the United States should cause the said tract to be surveyed, the boundary lines to be plainly marked, and a plat thereof to be returned to the Board of Treasury, and a counterpart of the same, to John Cleves Symmes.

By the same contract, it was further agreed that the said Symmes should pay at the rate of two-thirds of a dollar per acre (an allowance of one-third of a dollar being made from the sum of one dollar per acre, for bad lands and incidental charges) for the land contained in the said tract, after deducting the lots to be reserved. And eighty-two thousand one hundred and ninety-eight dollars, being then acknowledged to have been previously paid, (one-seventh in military rights, and the residue in public securities) that he should pay the remainder in the following manner, viz: eighty-two thousand one hundred and ninety-eight dollars, within one month after the said plat shall have been delivered, and the lines and boundaries of the said tract ascertained, as aforesaid; and the residue in six equal payments; one of which, to be made at the expiration of every six months after the payment as aforesaid; the same to be made in gold or silver, or securities of the United States, or, instead thereof, to the amount of one-seventh part of the same, in rights, for bounty lands, by rendering the same *acre for acre*. It was further agreed by the same contract, that the said Symmes should, within seven years after the delivery of the said plat, as aforesaid, subdivide the whole of the said tract into townships and lots; should also have a right to take the immediate possession of one hundred and twenty-three thousand two hundred and ninety-seven acres, a part of the same land, and bounded on the Ohio river; and upon his making the said payment of the eighty-two thousand one hundred and ninety-eight dollars, within one month after the delivery of the said plat, he should receive a conveyance, in fee simple, for two hundred and forty-six thousand five hundred and ninety-four acres, part of the said tract; and upon every remaining payment a similar conveyance for a further proportional part of the said tract. It was also further provided, by the same contract, that the said Symmes, on or before the return of the said survey, should execute and deposit at the Treasury of the United States, such a power of attorney, as, by counsel, should be judged adequate to the authorizing the parties to the second part of the said agreement for their entering into the same; and, in case of his failure, the whole of the said contract should cease, so far as it respected the said Symmes, and be transferred to the parties of the second part, and that they should be entitled to all the benefits of the covenants therein contained, which the said Symmes would otherwise have been entitled to, and have the same plat made for them which, by said contract, was to have been made for him. April 11th, 1792, the abovementioned contract remaining in full force, there having been no failure by either party, neither having lost the right of exacting its performance, John Cleves Symmes, by his agent, and one of his associates, represented to Congress, that, from the advanced price of certificates had resulted an impossibility of a strict fulfilment of the contract, and for various reasons, on insisting on a strict fulfilment of the original terms of the contract, would have occasioned the dispersion of all, and the ruin of most of the settlers, and therefore prayed for indulgencies, and a grant of so much of the land as should be equal to the payments which had been made. Accordingly, the next day, April 12, Congress passed an act authorizing the President, at the request of said Symmes, or his agent, to alter the contract above mentioned, for the sale of one million of acres, in such a manner that the said tract should extend from the mouth of the Great to the mouth of the Little Miami, and be bounded by the river Ohio on the south; by the Great Miami on the west; by the Little Miami on the east; and by a parallel of latitude on the north; extending from the Great Miami to the Little Miami, so as to comprehend the proposed quantity of one million of acres; provided, that the northern limits of the said tract should not interfere with the boundary line established by the treaty at Fort Harmar, between the United States and the Indians.

May the 5th, 1792, Congress passed an act authorizing the President to grant, in fee simple, to Symmes and his associates, as much land as the payments made by them, under their contract, would amount to, estimating the land at two-thirds of a dollar per acre; and one other tract of one hundred and six thousand eight hundred and fifty-seven acres; provided, the said Symmes should pay, within six months, warrants which issued for army bounty rights sufficient for that purpose, according to the provisions of the resolves of Congress of the 23d of July and the 2d of October, 1787.

Mr. Israel Ludlow, who had been employed by the Government to survey the tract contained within said Symmes's contract, by his letter of the 10th of July, 1793, informed the Secretary, that he had carried into effect, as far as practicable, his instructions, having completed the survey of the tract contained between the two Miami rivers, extending as far northwesterly as the head of the Little Miami; and had found that little more than five hundred thousand acres were included therein.

By the plat of the survey, returned to the Treasury Department, bearing date the 10th of January, 1794, and certified by Mr. Ludlow, it appears that the tract, with its northern boundary, by a parallel of latitude run from the Great Miami to the head of the Little Miami, contained five hundred and forty-three thousand nine hundred and fifty acres.

Mr. Ludlow, in the winter of 1797, on an examination before a committee of the House of Representatives, to whom was re-committed a report of the Attorney General relative to the contract between the United States and the said Symmes, together with documents accompanying the same, stated to the said committee, that, soon after the survey had been completed, he gave Judge Symmes information of its contents, and that afterwards, in the same year, when the survey was returned to the Treasury Department, gave to him a copy for his own private use; and that he thinks this was done after he, Ludlow, returned to the Western country, and before Judge Symmes went to Philadelphia to obtain his patent.

On the 29th of September, one thousand seven hundred and ninety-four, Judge Symmes, having on the 8th of June, one thousand seven hundred and ninety-three, consented by letter, formally, by deed, requested the President to alter the contract in the manner proposed by the act of Congress of the 12th of April, one thousand seven hundred and ninety-two, so as to include *ONLY* the tract mentioned in the same act, and bounded and described as was therein expressed; and by the same deed released to the United States, for himself, and, as the instrument purports, for his associates, all right and claim whatever, in and to so much of the land as was contained within the bounds and descriptions of the said contract, and *not contained, or meant to be contained, within the limits of the abovementioned act of the 12th of April, one thousand seven hundred and ninety-two.*

On the 30th of September, one thousand seven hundred and ninety-four, the President, by his Letters patent, consented to and made the alteration; and on the same day, in conformity to the act of the 5th of May, one thousand seven hundred and ninety-two, granted to the said Symmes and his associates all the tract of land bounded on the south by the river Ohio, on the west by the Great Miami, on the east by the Little Miami, so as to comprehend three hundred and eleven thousand six hundred and eighty-two acres, reserving five lots out of each township contained in the said contract; and further declaring that one complete township of six miles square, to be located in the centre of the tract thus granted, was granted, and should be holden in trust for the sole purpose of erecting an academy, and endowing the same; the said parallel of latitude forming the boundary of the tract thus granted, to be run within five years by the said Symmes, from certain points; which shall have been ascertained by Israel Ludlow, on the two Miamies, according to the survey returned to the Treasury Department on the 24th of March, one thousand seven hundred and ninety-four.

In the abovementioned application of Judge Symmes to the President for the alteration of his contract, he requests that it might be so altered as to be subject to the same conditions, limitations, and reservations, as were expressed in the original contract and the act of Congress. Accordingly, the said patent of the 30th of September, after reciting the first mentioned contract substantially, and the application for its alteration, together with the law authorizing such alteration, it expressly provides that the land to be granted to John Cleves Symmes be on the same terms and conditions as in and by the first contracts were stipulated; and that it should extend from the mouth of the Great Miami to the mouth of the Little Miami, and be bounded by the river Ohio on the south, by the Great Miami on the west, by the Little Miami on the east, by a parallel of latitude on the north, extending from the Great Miami to the Little Miami; so as to comprehend one million of acres.

What were or ought to have been the respective effects, rights, and duties, resulting from the several transactions and the provisions of the acts and contracts contained in the preceding statement, are necessary to be considered.

The original contract of the 15th of October, one thousand seven hundred and eighty-eight, contains provisions, some of which are mutual and independent; others dependent in reference to one of the parties. By this contract, the following articles or particulars were covenanted to be done:

1st. The United States were to cause, as soon as could be, a survey of the land, consisting of one million of acres, its lines marked, and a plat thereof returned to the Treasury Office.

2d. To cause a counterpart of the same map to be delivered to said Symmes, on condition of his having deposited with the Treasurer a power of attorney, as before described, on or before the said return should be made.

3d. On Symmes completing the stipulated payment within one month from the delivery of the said plat, as aforesaid, in gold, silver, or public securities, at the rate of two-thirds of a dollar per acre, or in military rights equal to one-seventh part, acre for acre, the United States were to convey to him to the amount of such payment.

4th. On every after payment which should be made by the said Symmes, in conformity to the covenants, the United States were to make a similar conveyance of such a further proportion of the land as each payment should amount to, until the whole should be conveyed.

5th. The United States were to permit Judge Symmes to take the immediate possession of one hundred and twenty-three thousand two hundred and ninety-seven acres of the land, it being a quantity equal to the payment which had been made.

6th. Symmes was to pay, in manner as expressed in the third article, eighty-two thousand one hundred and ninety-eight dollars, within one month after the said plat should be returned, and one-sixth part of the residue at the expiration of every six months afterwards, until the whole should be paid.

7th. Judge Symmes was, within seven years from the delivery of the said plat, to have subdivided the said land into townships and lots, and to cause the same to be returned to the Board of Treasury, or to some person authorized to receive the same.

8th. And *lastly*, by the aforesaid patent in fee, Symmes was to have located, with the approbation of the Governor of the territories, within five years from the date of the same, one township six miles square, and as near the centre of the granted land as could be, for the use of the academy and schools.

The design of the parties, and the equitable object and operation of the alteration patent, appear to be merely to substitute the tract of land described therein, for that which was contained in the first contract; and this being done by altering the same so far as it respected boundaries only, and such incidents or particulars as were necessarily connected with or involved in that alteration, they both may be considered as now forming one entire contract; or the first as having the land described in the last, as its subject matter; or the last, which in effect will be the same thing, as adopting the covenants and provisions contained in the first, in respect to the rights or the duties created thereby in reference to the parties. In either alternative, from the nature of such a contract, and the character of the parties, as government and citizens, it ought to be subject to a construction on equitable considerations, rather than by rigid legal principles. In viewing the subject, in reference to the first and second articles, it is conceived that the United States are chargeable with no omissions which Judge Symmes can or ought to avail himself of. Before the arrival of the time in which the United States, by the terms of their original agreement, were obliged to survey, mark the lines, and return the plat of the million of acres, and the counterpart, he, by his agent, had informed the United States of the impossibility of that strict performance on his part, on which alone they would have been held to have executed the contract on their part. Symmes, by his letter of the 8th of June, 1793, closed the agreement for the alteration of bounds. This contract, as it destroyed the reason for having the plan stipulated by the first agreement, released the United States from the obligation to make it.

By this new contract, which was consummated on the said 29th and 30th of September, Symmes, from the reason of the thing, was released from being liable to forfeit his contract, on his failing to deposit a power as aforesaid, the necessity of it being entirely superseded. To the purpose of deciding on the other articles, it is necessary to consider the effect of the alteration of the contract in reference to the quantity of land contained therein, a plan thereof, its return to the Treasury Office, and a counterpart to Symmes, in conformity to the intent and spirit of the original agreement. By the alteration patent, all the covenants, provisos, and conditions contained in the first contract, were to be preserved, applied, and be operative in the altered contract which could be applicable to the subject matter, and no further changed than that was changed.

By the altered contract of September, 1794, and the adopted or preserved covenants, Government were obliged to cause a plan of the land meant to have been conveyed, and its counterpart to be placed in the stipulated situation, or they were not. If not, then not one of the covenants for the payments could have had any force, although on these payments alone the land was to have been conveyed. This construction would have destroyed the contract altogether. If the United States were thus obliged, then Symmes was entitled to the land contracted for only on his making those payments, which were the precedent conditions, on the performance of which alone Government were held to make the conveyance to him.

The plan, or its counterpart, which was to be placed in the Treasury Office, and in Symmes's hands, respectively, upon which he was to have regulated his payments, was one of the lands described by the altered contract. It is described by its quantity, courses, lines, and monuments; that is, as bounded by the rivers Ohio, Great and Little Miamies, and northwardly by a parallel of latitude extending from the Great Miami to the Little Miami, and so as to include one million of acres. The quantity of acres, mentioned so far as it respects that *contract* of the tract, or its description, which is inconsistent with the lines and monuments expressly stated, might, it is conceived, on settled principles, be so construed and so controlled by these lines and monuments, as to include that land alone which is contained within their limits. As well might the southerly and westerly boundaries be departed from, as the easterly and northerly be passed over, for the purpose of covering the million of acres; the latter being as clearly fixed by the contract, and in nature, as the former; the legal effect of the contract, as altered on the 30th of September, in reference to the quantity and situation of the land, confining it to what was within the three rivers and the most northwardly parallel of latitude, extending from the one Miami to the other. It is certain that Symmes could not have been compelled to have paid for land not included within these limits, or the United States to convey it. And the presumption is, or ought to be, that neither party contemplated such a conveyance. However difficult it may be to account for Government's, or for Symmes's supposing there were a million of acres within these boundaries, or for their actually executing a contract for a million of acres by these bounds, eight months after the *former* had been furnished with a plan, and the *latter* had at least been informed that it contained but little more than half that quantity, it is obvious that the above construction, in *principle*, for some time after the contract was made, would have been considered as beneficial to the purchaser, as in *practice* it was made still more so. In principle, the constructive and legal contract was more valuable to the purchaser than the supposed one would have been, as he was to pay by the acre, and the lands between, adjoining, and in the neighborhood of those rivers, were better, and their average value much greater, than similar quantities northwardly of them.

This is apparent, not only from their relative situations, but from the purchaser's great and continued solicitude to locate on the first, in preference to the last situations. A construction, which would have given to the purchaser a better bargain than was intended, can have furnished him with no grounds of complaint.

Nor is it perceived that there has been any injury, *in fact*, to the purchaser, but the reverse from his being limited by the most northwardly waters of the Little Miami, or from the error in supposing there were a million of acres contained within the boundaries of his contract, if a mistake is to be presumed, after the return and inspection of a part of an actual survey. From this erroneous supposition, the purchaser or his associates *deduced* the right and *had* the advantage of paying almost two-sevenths of their contract, and above one-half of their actual payments in military warrants of one acre for an acre and a half of the supposed million, instead of one-seventh part of the actual payments. The increased proportion of warrant payments, and their excess in value, from estimating one military for an acre and a half of the supposed million, and above its average value, although they were great practical advantages against the spirit of the contract, and at an expense or loss to the United States of more than thirty thousand dollars; yet, as they were settled by competent authority, and perhaps in balance of some equitable claims against the Government, they ought not to be unravelled against the purchaser. Judge Symmes states, what here-

ofore he repeatedly has done, that, from these advantages, he derived no personal advantage; it is certain he could no injury, and thus far, on the score of the contract or its execution, he had no cause of complaint.

It appears to be unnecessary to consider what effect the altering of the contract, by the first and third party to it, had on the *second*, or to their associates, who were not apparently consenting to such an alteration, as no material question from this circumstance attaches itself to the present inquiry. It is, however, perfectly clear, as they were not to make the payments, and as Symmes alone had become responsible to the United States, and they to him, the counterpart of the plan was in no event to be delivered to them, and as they were released from the covenants contained in the first contract which were transferred to the last, that the alteration was for the benefit of Symmes alone.

By the contract thus altered between the United States and Symmes, they were to cause to be placed in the Treasury Office, a plan of the land to be conveyed, and to make the conveyances on his making the stipulated payments, after the plan should be placed as had been agreed. The *times*, as respectively stated in the first contract, for the several payments, were binding on the purchaser; or there were none stated, and he would have had his whole life to have made his payments in, which has never been pretended.

The question then is, has the month commenced, in a fair and equitable construction of the agreement, at the expiration of which Symmes was to have made his first payment; or, in other words, has a plan been taken and deposited according to the agreement? And if so, when was it done? As, at the time of making the last contract, the survey had been made, and the plan thereby required actually in the office, the month must be considered as commencing, either at this time, or on Symmes's having notice of its being thus placed, or on its counterpart being delivered to him. If, at the time of altering the contract, Judge Symmes knew that the plan, in fact, was in the office, or afterwards had that notice, or was obliged to take notice at his peril, and the delivery of the counterpart was not parcel of the condition, on the performance of which the first payment was to have been made, then the month commenced at the time of altering the contract, or on such notice being had. If the delivery of the counterpart formed a part of the condition, then the periods for the payments are to be determined by such a delivery, if such there has been; and, in either case, the payments not being made or offered, the contract may be considered as void, at the election of the United States.

Considering the interest Symmes had in the Miami lands, in the survey, in its return, and his connexion and frequent opportunities for interviews with Ludlow after he had made the return, both before and after the execution of the deed of alteration, the presumption of his knowing of its return at or about that time is very strong—is violent. Ludlow lived on this very land with Judge Symmes, went out with him, and was with him at Philadelphia, when he was there for the very purpose of returning the plan. Although he was not instructed by the Treasury Department to deliver one to Symmes, the evidence of a presumptive kind is not equally strong of the actual delivery of the counterpart to Judge Symmes, and he denies that it ever was delivered. But Ludlow stated to the committee of 1797, as before related, that in the year in which he made his return, (being in 1794) having previously informed Judge Symmes of the contents of the survey, he delivered to him a copy of the plan for his own private use. This, if true, on a construction of the contract the most favorable to Judge Symmes, made it necessary for him to have made his payment, as stipulated, within one month from that time, and the other payments semi-annually, to have entitled himself to the benefit of his contract. The reasonings of Judge Symmes, in his various communications on the subject, admit, if he has been furnished with a plan according to the agreement, that he has forfeited his contract. Ludlow's plan being such a one, on the above construction of this contract, renders his testimony important; it is impossible for one, to whom he is a stranger, correctly to appreciate it. His being employed by Government for such an important survey is a strong testimonial in favor of his capacity and integrity. And, if he is honest, his testimony, taken by a very respectable committee of the House of Representatives, about three years after the return was made, although not under oath, demands respect. A transaction so important, requiring so much and such nice attention, involving such various and important interest, and referring to parties and a contract with which he was perfectly acquainted, as the copying and delivering a plan of the Miami lands, could not have been so soon forgotten or confounded with any other transaction of a similar nature; especially as he considered his original plan to be in conformity to the act of April 12, 1793, which appears from his certificate on the same, and also probably knew, by the terms of the contract, a copy thereof was to be delivered to the purchaser.

On the idea that the preceding statements and principles are correct, Government have been chargeable with no omissions in reference to their contract with Judge Symmes, it having been long since released from the obligation to make the conveyances to him, as expressed in the above stated third and fourth particulars, and having permitted him to take the possession, as provided for in the *fifth*.

It results that the neglect, constructively, legally, and in fact, by which Judge Symmes may have been injured, is chargeable on himself; originating, probably, from a different construction of the contract, at least so far as it respects the sixth and seventh articles.

In reference to the eighth and last beforementioned particular, there appears to have been a total and independent failure on the part of the purchaser. He has neither located the township for the use of an academy and schools, nor will his other dispositions admit of its being now done in the stipulated situation. He states that he has reserved a township near the mouth of the Great Miami, instead of one in the centre of his grant, for the use of these schools.

But to a part or proportion of this township, it seems, there is a claim of a third person, which has been the foundation of a suit in chancery, now pending against Judge Symmes. Of the validity of this claim, or the event of the action, it is difficult to form, and improper to express, any opinion.

One further circumstance requires attention. By the foregoing construction, Judge Symmes's contract covered all the lands between the said three rivers and a parallel of latitude extending from the *most northwardly waters* of the Little Miami, and, of course, a plan thus extended was the *stipulated* plan which should have been taken, returned, and its counterpart delivered to him. The Little Miami, from its source, bends round southwardly, then northwardly; so that a plan limited by a parallel of latitude drawn from its head, not extending so far northwardly as one from its most northwardly bend, is not, in strictness, the plan of the land contracted for, but of a part of it. This being undoubtedly true, in fact, and making a difference of ten or fifteen thousand acres, had the exception have been originally taken, and the controversy placed on this point, it would have been a substantial one in favor of the purchaser. He ought not to have been abridged in his grant, or to have been bound by any mistake of the surveyor or of the opposite party. But the case is far otherwise. The object was to make a complete plan of the land, as described within its northwardly bounds, limited by the most northwardly waters of the Little Miami. As such it was taken, returned, received, and in the office at the time of altering the contract; as such was Symmes informed of its contents, and its counterpart delivered to him by Ludlow; as such has it remained in the office, and with him, as a complete and correct map of the tract of land above described, to every purpose for which such a map could be considered as material has it been viewed by all parties; no exception appears to have been taken on account of this mistake, until since the last session of Congress; no one measure appears of either party to have been in the least influenced by it; nor is it easy to perceive, from the ground on which the respective parties have placed the controversy, that any possible injury has or could result therefrom. Every step of the concerned appears to have been taken on the idea of the plan's including all the land between the Miamies and most northwardly parallel of latitude, from the waters of one of them; and their measures have, in fact, been precisely the same, and have had the same effect as they would have been and had, had the parallel been drawn from the most northwardly point. Symmes had no objections to the plan, from its not extending a little further; Government had not, to its being thus extended: about this there was no disagreement; the difference was no object to either party; neither appear to have noticed it, or, if they did, to have been dissatisfied with it. Symmes claimed, in virtue of his contract, a plan extending to a parallel of latitude including a million of acres; he rejected Ludlow's supposing it to extend to those most northwardly waters, not because it did not so extend, but because it did not include the million of acres. And Government, viewing the deposited, and its counterpart as the stipulated ones, have rejected the Judge's claims, not on the ground of a non-compliance on *its* part, but on *his* part, in his refusal to accept of any plan limited by these

waters, as reaching this northern boundary of his contract. Whether he was or was not confined to the most northwardly part of the Little Miami, has been the only question. On this issue have the present demands, as matters of right, been always placed by Symmes and by Government. If the decision is against him, he can have no grounds for equitable or legal claims, under existing circumstances, as claims by contract. The surveyor's returning, the Government's receiving, retaining, and refusing to take another, and Symmes not rejecting a plan having the parallel of latitude marked on it, are proofs that it was viewed by them as conforming to the contract, if *that* contract did not extend northwardly of the Little Miami; and if so, as such, now it ought to bind him. Every act and word of his touching a map declaring to Government that one extending a little further north than the one delivered would not have been preferable, or have been received as the one contracted for, superseded the equitable, and, it is believed, the legal necessity of producing such a one. If so, the one taken and delivered by Ludlow, from its not having been objected to, on the principles of its stopping short of the most northwardly point of the Little Miami, and from its having been considered as correct, in reference to this northern boundary, ought now to be so considered.

It is, from the preceding view taken of the subject, that Judge Symmes appears to have no claims on the Government, founded on a legal right, or a particular equity growing out of a fair and reasonable construction of his contract. If he has claims, they appear to rest on that voluntary justice and liberal and general equity, which Government or an individual will, or ought, always to extend, in a matter of a common concern, towards the unfortunate, whose acts inducing the misfortune, have been to them productive of particular benefits. Generally, the establishing a settlement in a large, new, and wilderness country, is attended with trouble, expense, hardships, and danger, to the first settlers, and with profit and various advantages to the proprietors of the country, by increasing its population, the value and sale of their lands, and, as the case has been, the security of a frontier. On these grounds, the Judge is pathetic in the statement of his claims. They are, at least, specious, and perhaps deserve the more attention, as his disappointments and sufferings appear to have resulted, in part, from an opinion of the extent of his contract, although differing from Government's, yet at least colorable, and supported by some official reports on the subject.

How far there are countervailing circumstances; how far there was a benefit to the purchaser, in exchanging the land described in the first contract for that contained in the second; what advantage he derived from the payment of military rights, one acre for one and a half, and to the full proportion of a million of acres; what from disposing of the township near the centre of his grant, or from any other source, are submitted to the consideration of the honorable Senate. For this purpose, more and other knowledge than could be collected in the course of this inquiry would be necessary.

The Attorney General has examined, with attention, all the papers and documents accompanying this case, with the communications which Judge Symmes, from time to time, has thought proper to make. He has unreservedly stated to him the principles of this report, and, submitting it to his inspection, heard; and considered his remarks thereon, has, nevertheless, remained impressed with a belief of its general correctness.

All which is most respectfully submitted.

LEVI LINCOLN.

7th CONGRESS.]

No. 73.

[2d SESSION.]

VIRGINIA MILITARY LAND WARRANT.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, FEBRUARY 11, 1803.

MR. JOHN COTTON SMITH, from the Committee of Claims, to whom was referred the petition of Bernard Glenn, made the following report:

This is an application for a grant of land on the north side of the river Ohio, to satisfy a land warrant issued by the State of Virginia to the petitioner, as a lieutenant in the Virginia State establishment. The petitioner states that the lands appropriated by Virginia for this purpose are situated on Cumberland river, and are now within the limits of the State of Kentucky, whose Legislature have prohibited the location of any warrants within the same, issued by the authority of any other State. He also further represents to your committee, that, in the year 1791, the United States ceded to the *Cherokees* the land on Cumberland river, so appropriated by Virginia; that this cession, independent of the acts of the Legislature of Kentucky, would have effectually prevented the petitioner, and all others possessing similar claims, from locating their warrants; and that, although in the Virginia reservation of land between the rivers Miami and Scioto, no provision was made for warrants of this description, yet that a sufficiency of land will remain in that tract to satisfy the warrants issued by Virginia to the troops on her State establishment, after the other objects of the reservation are fully answered.

It is not easy to conceive in what manner the refusal of Kentucky to recognize the rights of grantees under Virginia can constitute a claim on the General Government. If, by amicable adjustment between those two States, the rights claimed under Virginia cannot be secured, it is presumed that her regard to justice will ensure to the concerned an equivalent.

Nor, in the view of your committee, does the treaty made with the Cherokee tribe of Indians, in 1791, materially affect the question. That treaty merely defines the boundaries between the United States and the Cherokees, and only guaranties to that nation the enjoyment of what it was before the acknowledged proprietor. If, when the Indian title to the land on Cumberland river shall be extinguished, provision be made that the holders of military land warrants shall enjoy the benefit of the appropriation heretofore made by Virginia, the General Government will then have shown as much attention to the present claim as, in the opinion of your committee, it is entitled to receive.

Your committee are of opinion that the prayer of the petitioner ought not to be granted.

[7th CONGRESS.]

No. 74.

[2d SESSION.]

GEORGIA LAND CLAIMS.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, FEBRUARY 16, 1803.

The commissioners appointed in pursuance of the act, entitled "An act for an amicable settlement of limits with the State of Georgia, and authorizing the establishment of a Government in the Mississippi territory," in obedience to the provisions of the act, supplemental to the last mentioned act, respectfully submit the following report on the claims made by settlers, and other persons, to lands within the territory situate west of the river Chattahoochee, and south of the cession made to the United States by South Carolina:

The territory of the United States, south of the State of Tennessee, extends in breadth two hundred and seventy-five miles from the thirty-first to the thirty-fifth degree of north latitude; from east to west, its greatest length, from the river Chattahoochee to the Mississippi, measures three hundred and eighty miles, along the northern boundary of West Florida; the length of its northern boundary, along the State of Tennessee, is not precisely ascertained, but it is believed that the average length of the whole may, without material error, be estimated at three hundred miles, and the contents of the territory at fifty-two millions of acres.

The only portions of that vast extent, to which the Indian title has been extinguished, are, a tract of about one million and a half of acres, extending along the Mississippi, from the mouth of the river Yazoo, southwardly to the Spanish line; and another tract, at least equal in extent, and extending between the rivers Pascagola and Mobile, or Tombigbee, more than fifty miles north of that line.

The settlements within those two tracts, which are separated from each other by a wilderness of one hundred and twenty miles in breadth, form the whole population of the Mississippi territory.

The claims to lands within these boundaries are derived either from the British Government of West Florida, from the Spanish Government, from occupancy and settlement, or from the State of Georgia.

The British Governors of West Florida, after the boundaries of that province had been extended as far north as the parallel of latitude which crosses the Mississippi at the mouth of the river Yazoo, granted lands south of that parallel until the year 1781, when the province was conquered by Spain.

A great portion of the lands granted in that manner has since been re-granted by the Spanish Government; several tracts have continued in the occupancy of the original grantees or of their representatives; and several remain unoccupied, or are inhabited by persons who have no other claim but that of possession.

The grants of the Spanish Government appear to have been confined to persons actually residing on the lands; but they were made indiscriminately on every unoccupied tract, whether the same had been previously granted by the British Government or not; nor did they discontinue making concessions, even after Spain had, by the treaty of October, 1795, recognized the right of the United States to the whole territory north of the thirty-first degree of north latitude.

Until the evacuation, which was delayed for nearly two years, had taken place, grants were issued, sometimes bearing their real date, and sometimes, as is alleged, antedated.

On the 7th of February, 1785, the State of Georgia passed an act for the purpose of laying out that tract of country extending along the Mississippi, from the thirty-first degree of north latitude to the mouth of the river Yazoo, to which the Indian title had been extinguished, into a county by the name of Bourbon; and declared that, whenever a land office should be opened, there should be a right of preference reserved to the possessors of lands within that district; provided they actually lived on and cultivated the said lands. That act was repealed on the 1st day of February, 1788.

By the articles of agreement and cession between the United States and Georgia, it is provided that the persons who, on the 27th of October, 1795, (being the date of the treaty with Spain) were actual settlers within that territory shall be confirmed in all the grants legally and fully executed, prior to that day, by the former British Government of West Florida, or by the Government of Spain, and in all the claims which may be derived from any actual survey or settlement made under the act of Georgia, commonly called the Bourbon act.

The persons, in whose favor that clause was inserted, were, at the request of the commissioners, invited by the Governor of the Mississippi territory to exhibit their claims. This has been partially done in that part of the territory which lies contiguous to the Mississippi; claims amounting to about two hundred and forty thousand acres, and said to be derived from British and Spanish patents, have been transmitted. A few applications have also been filed for lands claimed under the Bourbon act, most of which, however, are for tracts improved after the act had been repealed. Including even these, the Governor is of opinion that there cannot be, in the whole, more than three hundred and fifty thousand acres on the Mississippi covered by claims confirmed by the articles of agreement. From that part of the territory which lies on the Mobile, no returns have been received.

The claims derived from the British and Spanish Governments, or from occupancy, and not recognized by the agreement with Georgia, are:

1st. British grants held by persons who were not resident in the territory on the 27th October, 1795, and have not improved their lands. The West Florida patents were, with but few exceptions, accompanied with a clause of forfeiture, unless the land should be improved within ten years; and the Spanish Government seem to have considered all the unimproved lands as forfeited. It is, however, alleged, on the part of the grantees, that, although a condition of settlement was commonly annexed to the grants in the British provinces under the royal Governments, with a penalty of forfeiture, in case of default, this has never been enforced either by the British Government, or, after the Revolution, by the States; and that the Indians at first, and the Spanish conquest, afterwards, rendered, in this case, a fulfilment of the condition impossible.

Where the land has been re-granted by Spain, the parties must be left to a judicial decision; but where it remains unclaimed by any other person, the commissioners are of opinion that it would be improper for the United States to grant it again, until the amount and nature of the grants shall have been fully ascertained.

2d. British and Spanish incomplete grants.

As lands were granted under both Governments, upon the petition of the party, and as the first evidence of title was a warrant or order of survey directed to the surveyor of the district, it has happened, in many instances, that the Spanish conquest in 1781, and the treaty with Spain in 1795, found persons who had only a survey executed, or, perhaps, an order of survey, and who could not, on account of the change of Government, complete their titles.

This circumstance is stated both in the petition of the settlers on Mobile, which has been referred by the House of Representatives to the commissioners, and in the letter of the Governor of the Mississippi territory, hereunto annexed, (A) as more particularly involving claimants under Spanish titles; it having been customary, until the American settlers at Natchez requested patents, to consider a Spanish order of survey, when executed and returned, as a sufficient title; whilst, on the other hand, few settlers are obliged to claim under incomplete British titles, as they generally applied, in lieu of them, for Spanish grants, and now claim under these.

3d. Settlement, without any evidence of title. It is stated by the Governor of the territory, that one hundred and thirty heads of families had, prior to October, 1795, formed settlements, without any other title but what might be derived from the Bourbon act; and that seven hundred more have settled in the country since that time, who either have no title whatever, or rest their claims on Spanish orders of survey and grants issued after the date of the treaty. It is apprehended that very few of the claimants of the first description will be found to come strictly within the terms of the Bourbon act. Some stress is laid by those of the last description, who migrated to that country

before the Spanish posts had been evacuated, on their ignorance at first of the treaty, and on the subsequent acquiescence of the American Government, in the continued possession by the Spanish Government.

To these three several classes of claims may be added that of persons, principally from Connecticut, styling themselves a Company of Military Adventurers, who, under a mistaken expectation of obtaining a large grant from the British crown, sent agents, in 1773, to West Florida, for the purpose of exploring the country. The Governor of that province proposed to grant lands to such as should become settlers, on as advantageous terms as he was authorized to do, and to reserve till next spring, for that purpose, nineteen townships, which had been selected and surveyed by the agents. A number of emigrants from Connecticut, accordingly, removed to the Mississippi in 1774; the war prevented the progress of the settlements; and one hundred and forty of the settlers left the country in 1781, when the Spanish conquest took place, and, traversing the Choctaw and Creek country, reached the inhabited parts of Georgia. The claim which is now set up, in the name of the *company*, for the nineteen townships, has no foundation. Such of the settlers as had obtained grants, or have continued on the lands, will be embraced by the provisions made for other claimants of a similar description. It will remain for Congress to decide whether any special provision should be made for those who abandoned the lands in the manner above stated.

It would require more correct information than has been obtained by the commissioners, to enable them to offer a plan perfectly satisfactory to themselves, on the subject of those various and clashing claims. The following outlines are with diffidence submitted to the consideration of Congress:

1st. That persons who were resident in the territory on the 27th day of October, 1795, be confirmed in their claims to those tracts of lands then actually cultivated and inhabited, for which they had received orders of survey, dated before that day, either from the British or Spanish Governments, in the same manner as if their title had been completed; provided, that no such incomplete title shall be ratified unless the person in whose favor such order had issued was of full age at the time of its date.

2d. That every head of a family (including single persons of twenty-one years of age, and above, who did not reside with their parents) who was a resident in the territory on the — day of — 1797, when the Spanish garrisons were evacuated; who claims no land in the territory under British or Spanish grants; and who did, on that day, occupy and cultivate a tract of land not otherwise claimed, shall be confirmed in the possession of such tract, not exceeding six hundred and forty acres.

3d. That every head of family who resided in the territory on the — day of — 1802, when the articles of agreement with Georgia were ratified by that State, and who did on that day occupy and cultivate a tract of land not otherwise claimed, shall have a right of pre-emption to such tract, not exceeding six hundred and forty acres.

4th. That commissioners be appointed, with a fixed salary, and without fees, who shall immediately proceed to the settlements on the Mississippi, and on the Mobile, with power to receive, examine, and decide on all claims embraced by the articles of agreement with Georgia, and by the preceding provisions, and to issue certificates stating, as the case may be, that the party is entitled to the land, or to a right of pre-emption to the same; but no patents shall issue until after the lands shall have been surveyed, and the interferences arising from clashing claims ascertained; nor shall any other evidence of title but the commissioner's certificate issue in cases where the land is claimed by either a British or Spanish title fully and completely executed.

5th. That all claims derived from the agreement with Georgia, from British or Spanish grants, or from occupancy, which shall not be filed with the commissioners within a twelvemonth, shall forever after be barred.

6th. That the commissioners shall make a full report to Congress of the British grants filed with them, on which no improvement had been made by or for the grantees, and which are not claimed under subsequent Spanish grants.

7th. That so much of the five millions of acres reserved for that purpose by the agreement with Georgia, as may be necessary to satisfy the claims not confirmed by that agreement, and which are embraced by the preceding provisions, and all those which may be derived from British grants, be appropriated for that purpose.

The last class of claims consists of those which are derived, or pretended to be derived, from Georgia. On the 21st December, 1789, the Legislature of that State passed an act, entitled "An act for disposing of certain vacant lands, or territory, within that State;" by which it is enacted that two tracts of land, comprehending, together, the whole tract of country lying between the Mississippi and Tombigbee, and extending from the parallel which crosses the Mississippi at the mouth of Cole's creek (about 31° 45') to the northern boundary of the State, together with a third tract lying on the Tennessee river, shall, for two years from and after the passing of that act, be respectively reserved as a pre-emption for three companies called the South Carolina Yazoo, the Virginia Yazoo, and the Tennessee Company; and that the Governor shall issue grants for the said tracts to the said companies, if they shall, within the term of two years, pay into the public treasury of the State the following sums, that is to say: the South Carolina Yazoo Company, the amount of sixty-six thousand nine hundred and sixty-four dollars; the Virginia Yazoo Company the amount of ninety-three thousand seven hundred and forty-one dollars; and the Tennessee Company, the amount of forty-six thousand eight hundred and seventy-five dollars.

An inconsiderable sum was paid, in the paper medium of the State, by the two first mentioned companies, and they did, within the two years, tender in payment to the Treasurer of the State the whole amount of the purchase money in evidences of the public debt of the State. The payment was refused on the part of Georgia.

The money which had been deposited by the Virginia Yazoo Company was withdrawn; but the South Carolina Company instituted, before the Supreme Court of the United States, a suit against the State, which was terminated by the amendment to the constitution, relative to the stability of States.

Both companies now claim at least an indemnification on account of the expenses and damages incurred by reason of what they consider as a violation of contract on the part of Georgia. There is nothing on the face of the act which justifies the construction contended for by the claimants; and it is by collateral evidence only that they attempt to prove that it was the intention of the Legislature, when the law was passed, that the payments should be made in evidences of the public debt of the State. In support of that construction, they bring their own petitions to the Legislature, applying for the land, which petitions are referred to in the preamble of the act, and the protest of the minority in the Legislature, who voted against the law, principally, as they allege, because the payments were to be made in depreciated certificates.

Upon a full view of the subject, the commissioners do not perceive that those companies have any equitable claim either for the land or for compensation from the United States.

On the 7th day of February, 1795, the State of Georgia passed an act, hereunto annexed, (K) authorizing the sale of four tracts of land, therein described, and comprehending the greater part of the country lying west of the river Alabama, to four companies, called the *Georgia*, the *Georgia Mississippi*, the *Upper Mississippi*, and the *Tennessee Companies*; for which they were to pay five hundred thousand dollars.

To the Georgia Mississippi Company was assigned all that tract lying between the Mississippi and Tombigbee rivers, and bounded by the parallels of latitude 31° 18', and 32° 40', for which they were to pay one hundred and fifty-five thousand dollars.

The tract designated for the Georgia Company was bounded on the north by the thirty-fourth degree of latitude; on the east, by the Alabama river; on the west and south, by the Mobile, or Tombigbee, from the Spanish line to the northeast corner of the lands assigned to the Georgia Mississippi Company, by the northern boundary of the said lands, and by the Mississippi; for which they were to pay two hundred and fifty thousand dollars.

The Tennessee Company were to pay sixty thousand dollars for a tract lying between the northern boundary of the State and the parallel of latitude passing by the head spring of Bear creek, and bounded on the west by Tennessee and Bear creek, and on the east by a meridian crossing the last mentioned parallel, one hundred and twenty miles east from the source of Bear creek.

And the Upper Mississippi Company were, in consideration of thirty-five thousand dollars, to receive a tract of twenty-five miles in breadth, adjoining the northern boundary of the State, and extending from the Mississippi to Tennessee and Bear creek, its boundaries on the east.

Two millions of acres were reserved out of these several tracts, for the use of such citizens of Georgia as chose to subscribe on the original terms of the purchase: the moneys paid by those citizens to the State being considered

as part of the purchase money of the companies in whose territory they subscribed: the quantities thus reserved out of each tract being one million of acres in the Georgia Company; six hundred and twenty thousand acres in the Georgia Mississippi Company; two hundred and forty-two thousand acres in the Tennessee Company; and one hundred and thirty-eight thousand acres in the Upper Mississippi Company. The price paid by the citizens who did subscribe, was two cents and one-third per acre, it being the price then supposed to have been paid by the companies: which (five hundred thousand dollars being the purchase money) would give about twenty-one millions five hundred thousand acres for the estimated quantity of land in the four tracts. It was further declared by the act, that the lands lying westward of the eastward boundary of the several companies' purchase, were estimated at one-third of the lands within the purchase, and were supposed to contain seven millions two hundred and fifty thousand acres, which would give twenty-one millions seven hundred and fifty thousand acres for the quantity intended to be sold. The land contained within those purchases amounts, however, to nearly thirty-five millions of acres; and the present claimants estimate the quantity at near forty millions of acres.

The several companies did, it is understood, pay the purchase money, and obtain grants from the Governor of Georgia, for the several tracts designated in the law: the lands have since passed through several hands, and so far as has come within the knowledge of the commissioners the title derived from the grants appears to be now held in the following manner:

The whole tract granted to the Georgia Mississippi Company was divided into sixteen hundred equal undivided shares, and the President and Directors of the Company, in January, 1796, sold the whole, with the exception of the six hundred and twenty thousand acres reserved for citizens' subscriptions, to certain individuals in Massachusetts, who style themselves the New England Mississippi Company. The title has been conveyed to trustees, for the use of the company, which consists of two thousand two hundred and seventy-six equal shares.

It is urged by sundry associates or sharers of the original Mississippi Company, that they have not been paid, and that they are still entitled to a portion of the land.

The tract granted to the Upper Mississippi Company appears to be divided into twelve equal undivided shares, and to be unentangled by militant claims.

The tract granted to the Tennessee Company was, by the grantees Mathias Maher, and Zachariah Coxe, divided into four hundred and twenty equal shares. Several hundred thousand acres are, besides, claimed under deeds signed by Z. Coxe alone, and which appear to be exclusively of the shares which he held. The greater part of the original shares are held by trustees for the use of the proprietors.

The Georgia Company consisted of ten shares, exclusively of a number of sub-shares, and of money shares, which have been either purchased in by the company, or absorbed in the payment of certain tracts sold by them. That company, however, no longer exists, having sold the greater part of the territory by metes and bounds, and surrendered the remainder to the State of Georgia. Instead, therefore, of being held by trustees, or in undivided shares, the lands originally assigned to that company are claimed by several individuals, each claiming distinct tracts in their own name. There are a number of militant claims in that part of the tract which lies between the Alabama and Tombigbee rivers, south of the parallel thirty-three degrees twenty minutes of north latitude.

On the 13th day of February, 1796, the Legislature of Georgia passed an act, (L.) declaring the act of the 7th January, 1795, above mentioned, null and void, as having been obtained by fraud and corruption; directing all records of grants or conveyances, relating to the sale, to be expunged; and forbidding the recording, thereafter, of any such conveyances or contracts. The document (F.) contains the evidence on which the Legislature acted.

By the articles of agreement of the Georgia Company, and schedule thereunto annexed, bearing date 1st and 10th of January, 1795, a copy of which (B. No. 9.) was transmitted to the commissioners, amongst other documents, by the attorneys of Hugh Rose and Valentine Jones, two of the claimants under that company, it appears that the company had disposed of a considerable quantity of the lands they intended to purchase, to divers persons, (whose names, with the amount in dollars paid by each, appear in the schedule) for the purpose of raising a fund to effect the purchase of the lands; and that they had also found it necessary to distribute, to a variety of citizens of the State, certain sub-shares, or quantities of land, in order that the benefit should be as generally diffused as possible.

By the form of the sub-share (C.) it appears that the holders were entitled to a certain quantity of land, without making any immediate payment, but on paying, within seven months, what was supposed the original purchase money, viz. two cents and a third per acre.

A comparison of the schedule annexed to the articles, and which is declared to be a part of the agreement, with the yeas and nays on the passage of the act authorizing the sale, (E.) shows that all the members, both in the Senate and House, who voted in favor of the law, were, with one single exception, (Robert Watkins, whose name does not appear) interested in, and parties to, the purchase.

The articles of agreement, and list of associates, of the Tennessee Company, which have been voluntarily furnished by one of the trustees, show that a number of members of the Legislature were also interested in that company.

It is also proper to state, that all the deeds given by the companies, which have been exhibited to the commissioners, as well as all the subsequent deeds, with only two or three exceptions, not only give a special instead of a general warranty, but have also a special covenant in the following words: "And, lastly, it is covenanted and expressly agreed and understood, by and between the parties to these presents, that neither the grantors aforesaid, nor their heirs, executors, or administrators, shall be held to any further or other warranty than is hereinbefore expressed, nor liable to the refunding of any money in consequence of any defect in their title from the State of Georgia, if any such there should hereafter appear to be."

The act of Georgia, of the 13th February, 1796, as well as several subsequent acts, had made provision for the repayment of the money deposited as the consideration of the purchase; and the document (G.) shows that three hundred and ten thousand six hundred and ninety-five dollars and fifteen cents have been withdrawn under those laws. The commissioners have not been able to procure the evidence on which those sums were paid; it is, however, understood that, supposing the title from Georgia to have been valid, not more than five or six millions of acres have been fairly surrendered by the parties who have received that money. A great majority of the persons who claim the lands not surrendered, have signed the propositions of compromise hereunto annexed, (H.) by which they offer to relinquish their claims, provided that the United States shall pay them, at the rate of twenty-five cents per acre, for the nominal quantities of land claimed by them; which, after making the proper deductions for lands which have been surrendered, would make a gross sum of about eight millions five hundred thousand dollars, with interest from the year 1806; provided, however, that the principal and interest shall not exceed the proceeds of those five millions of acres in the territory which shall ultimately be sold for the highest price.

The commissioners think those propositions inadmissible; and, without pretending to affirm that the Legislature of the State of Georgia was competent to make the decision, they feel no hesitation in declaring it as their opinion, that, under all the circumstances which may affect the case, as they have come within their knowledge, and as herein stated, the title of the claimants cannot be supported.

But they, nevertheless, believe that the interest of the United States, the tranquillity of those who may hereafter inhabit that territory, and various equitable considerations which may be urged in favor of most of the present claimants, render it expedient to enter into a compromise on reasonable terms.

Under that impression, a plan is respectfully submitted to the consideration of Congress, which, although it does not give a full indemnity to every claimant, is believed, from such information as has been received, to give, in the aggregate, nearly as much as has been paid, in the whole, by all the present claimants.

As it is understood, and generally agreed, that the five millions of acres, reserved by the agreement with Georgia, constitute the fund from which the indemnity is to be paid, it is of primary importance, in order to guard against any depreciation, that the nominal sum in money which may be offered as an indemnity should not exceed what the fund may be thought amply sufficient to discharge. The probable amount of the annual sales, and the price affixed to the land by Congress, furnish the only data by which that sum can be determined. The commissioners have supposed that the sales could not reasonably be estimated to yield more than three or four hundred thousand dollars annually; and, although it has been presumed that in opening a land office the price of the land will, at present, be

fixed at two dollars per acre, they have believed that it would be improper to assume the payment of any sum out of the proceeds of the lands, which would bind Congress not to reduce the price hereafter, if other considerations shall render that reduction expedient.

It is after having considered the subject in that point of view, that the commissioners have been induced to submit the following propositions as the basis of a compromise:

1st. That so much of five millions of acres as shall remain after having satisfied the claims of settlers, and others, not recognized by the agreement with Georgia, which shall be confirmed by the United States, be appropriated for the purpose of satisfying and quieting the claims of the persons who derive their claims from an act of the State of Georgia, passed on the 7th day of January, 1795; for which purpose the several companies, or claimants under those companies, shall be permitted to locate the quantity of land allotted to them, on any part of the territory they claim, to which the Indian title has not yet been extinguished: *Provided, however*, That the whole shall be located in no more than six tracts: *And provided, also*, That each tract shall extend the whole breadth or length of the territory claimed by the parties respectively, and shall not have a greater proportionate front on the rivers than the whole territory thus claimed.

2d. That the claimants may, nevertheless, receive, in lieu of the said lands, certificates, bearing interest from the 1st January, 1804, to the amount of two millions five hundred thousand dollars, or, at their option, certificates without interest, to the amount of five millions of dollars; which certificates shall, in either case, be paid (principal and interest) out of the proceeds of the sales of the public lands in the territory of the United States above mentioned, next ensuing the completion of the payment of one million two hundred and fifty thousand dollars, to be made to the State of Georgia; and shall also be receivable in payment for the lands purchased in the territory, as soon as the payment to Georgia shall have been completed.

3d. That the lands, or certificates, shall be apportioned amongst the several companies in the following manner, that is to say: the proportion of each company, exclusively of the tracts which may have been surrendered, shall, on every five hundred dollars or acres which shall be allowed in the whole, be as follows:

For the Upper Mississippi Company, exclusively of citizens' rights,	-	-	35
For the Tennessee do. do. do.	-	-	60
For the Georgia Mississippi do. do. do.	-	-	155
For the Georgia do. not exceeding	-	-	225
For citizens' rights, not exceeding	-	-	25
			<hr/> 500

4th. That every original grant, deed, or other evidence of claim, from which the companies or claimants derive, or pretend to derive, their respective claims, shall be exhibited to the Secretary of State, within a twelvemonth, and there recorded at the expense of the parties; and, unless thus recorded, shall never after be admitted or considered as evidence in any of the courts of the United States, against any other grant from the State of Georgia, or from the United States.

5th. That, after all the claims shall have been exhibited, the lands or certificates allotted to each company shall be apportioned in proportion to the quantity of land supposed to be contained within the respective claims, amongst the several claimants under each company, by commissioners, who shall also have power to decide, in conformity to the principles of law and equity, on all conflicting claims within each company.

6th. That each individual claimant shall be allowed to have the benefit of these terms, for the amount of his claim thus ascertained, and to receive, at his option, his proportion, either of lands, of certificates bearing interest, or of certificates without interest.

All which is respectfully submitted.

JAMES MADISON,
ALBERT GALLATIN,
LEVI LINCOLN.

FEBRUARY 14, 1803.

A.

NEAR NATCHEZ, November 5, 1802.

SIR:

I have now the honor to reply more particularly to your letter of the 26th of July last, and to lay before you such information as I have been enabled to collect in relation to the various objects of your inquiries.

In conformity to your request, the claimants of lands (of the description you mentioned), were invited, by public advertisement, "to file, prior to the 1st day of November, before the proper county officers, (the clerks of the county courts) the particular authority and extent of their respective claims, and the claim of title derived, to the present claimants, from the original title."

I had flattered myself that the acquiescence with this invitation would have been such as to have afforded ground for accurate estimates. But, from various causes, the returns are not so general as I had wished. Some few claimants, whose titles I have reason to believe are fully and legally executed, have omitted to state them, either through inattention, or from an unaccommodating disposition; and there are some others who have avoided exhibiting their claims (probably) from an unwillingness to expose their weakness, and a fear produced by a report, which some designing characters circulated with industry, that the call for titles was intended to work their immediate injury. Having premised thus much with a view to apprise you that the return of claims which accompany this letter is not complete, (a) I will proceed to notice your inquiries in the order you have placed them.

1st. "With respect to the extent of territory, both on the Mississippi and the Mobile, which has been relinquished by the Indians."

Until the boundary line between the United States and the Choctaw Indians shall have been retraced and plainly marked, (a work which I understand will shortly be executed under the direction of General Wilkinson) the quantity of land to which the Indian claim has been extinguished, cannot be correctly ascertained. But, from the best information in my possession, I do conjecture that there may be on the Mississippi two thousand five hundred square miles, or about one million six hundred thousand acres, which comprehend the counties of Jefferson, Adams, Wilkinson, and Claiborne.

On the Mobile, I do also conjecture, without pretending to accuracy, that there may be about four thousand six hundred square miles, or near three millions of acres, which compose the county of Washington.

The greater part of the land on the Mississippi above alluded to, is fertile, and well adapted to cultivation. Of the three millions of acres on the Mobile, there are supposed to be near two millions of pine barrens, little of which is susceptible of culture; the balance is said to be good land, and I am informed that most of it may be cultivated to advantage.

A small map of the settled country adjoining the Mississippi, (marked No. 1) and a map of the land in Washington county, to which the Indian claim has been extinguished, (marked No. 2) are herewith enclosed.

2d. "With respect to the claims recognized by the second article of agreement with Georgia."

I will class these claims under three distinct heads.

1st. Grants to persons who were actual settlers within the ceded territory on the 27th day of October, 1795, legally and fully executed prior to that day, by the former British Government of West Florida.

The packet marked (A) contains all the claims of this description which have been filed.

2d. Grants to persons who were actual settlers within the ceded territory, on the 27th of October, 1795, legally and fully executed prior to that day by the Government of Spain. This species of titles are numerous. The packet marked (B) contains all which have been filed.

3d. Claims of persons who were settlers within the territory on the 27th of October, 1795, derived from actual surveys or settlements made under the law of Georgia, passed February 7, 1785, commonly called the Bourbon Act. The packet (C) contains claims of this class which have been filed. Few of those claimants allege to have made actual surveys; it would have been unsafe to have done so during the existence of the Spanish Government. But they rely upon the settlements which they formed by a verbal permission from the then existing Government, and the invitation held out by the State of Georgia in the Bourbon Act.

Among the titles recognized in the agreement of compromise with Georgia, there will arise a few which clash, viz. "lands claimed by different persons under British and Spanish titles, who were both settlers in the territory on the 27th October, 1795." This will be found to have been occasioned by one of two causes. "The British proprietor did either not reside in the territory, or, being present, had not complied with the conditions of his patent at the time of re-granting by the Spanish Government."

I have endeavored to inform myself as to the manner in which grants were made and completed, under both the British and Spanish Governments.

Under the British Government, grants were sometimes issued by the King himself, but more frequently by his representative, the Governor of West Florida. The former title was conferred for some signal services rendered by an individual; the latter title, which was the most usual, was obtained in the following manner: the applicant for land presented a petition to the Governor and Council of West Florida, and, upon the petition being granted, an order from the Governor to the Surveyor General of the province was made, which was called the warrant of survey; when the survey was completed, and returned to the Secretary's office, the patent issued, it frequently happened, that by delay in the office, occasioned by various circumstances, and in some instances, by reason of the Spanish conquest of Florida, those persons who had obtained warrants, and paid the price of surveying, never acquired a complete patent. I have procured a copy of a British patent, which is herewith enclosed, marked (A 1.)

The manner of obtaining titles under the Spanish Government, was similar to the last mode of British grant. The applicant for land applied by petition to the Spanish Governor General of Louisiana, or the Governor at Natchez. If the petition was granted, an order in writing was given to the Surveyor General (which was called the warrant) to survey and put the petitioner in possession of a certain quantity of land (which was named.)

On the return of the survey to the office of the Secretary for the province of Louisiana, at Orleans, a formal patent, with the plat and certificate of survey prefixed, was issued and signed by the Governor General of the province of Louisiana. In this case, also, delay in the intermediate steps sometimes prevented persons who had procured warrants of survey, and were in complete possession of the land, from obtaining perfect patents. A copy of a petition, warrant of survey, and Spanish patent, are herewith enclosed, marked (A 2.)

I will now proceed to notice other claims not recognized in the agreement of compromise, but concerning which you request information.

1st. "With respect to the claims grounded on the alleged grants of Georgia, subsequent to the Bourbon act."

I cannot learn that any tract of land is now occupied by any of those purchasers, or by persons claiming under them. A copy of an original letter upon the subject of the Georgia sale, dated at Boston, October 1st, 1799, signed by several persons styling themselves "agents for the proprietors of Georgia lands," addressed to some respectable citizens in this territory, together with a copy of the answer which was returned thereto, are herewith enclosed, marked (A 3, and A 4.)

2d. "Claims, if any, derived under the French Government, previous to the peace of 1763."

No title arising from this source has been filed, and I have it from good authority, that no claim on the part of the ancient French proprietors ever appeared, during the existence of the British or Spanish Government in this territory. "The frequent content between the French and the Natchez aborigines caused the former to abandon their agricultural possessions in this quarter of Louisiana, long before the peace of 1763."

3d. "Claims derived under the British and Spanish Governments previous to the treaty of 1795, unaccompanied by actual settlement at the date of the treaty."

No claims of this description have been filed, nor is it probable there are many such of Spanish origin. But it is a matter of great notoriety, that British claims of this species are numerous; by far the greater part of the valuable improvements and plantations is made upon lands heretofore granted by the British Government of West Florida, but which were re-granted by the Spanish Government.

It may be proper in this place to state that the time allowed by the treaty of peace of 1783, for British subjects to sell, convey, or settle their lands, was prolonged by the Spanish Government, and that two or three years beyond the term granted by the treaty had elapsed, before the Spanish Government commenced re-granting of lands which had formerly belonged to British subjects.

Claims derived under the Spanish Government by grants made subsequent to the Spanish treaty of 1795.

These may be distinguished into three classes.

1st. When patents were issued subsequent to the treaty, on Spanish warrants of survey made previous to the treaty.

2d. When the warrants as well as the patents were subsequent to the treaty.

3d. When both warrants and patents were indeed subsequent to the treaty, but both antedated, so as to make them appear prior to the treaty.

I. When patents were issued subsequent to the treaty, on Spanish warrants of survey, granted previous to the treaty.

I have understood that many patents of this description were issued, although few have been filed; warrants had, in many instances, been obtained from the Spanish Government, accompanied with an actual survey and settlement, which, agreeable to the Spanish *customs*, were recognized as good titles, even before the patents issued.

Claimants in this situation were often not anxious about obtaining patents, which could at any time be procured as a matter of course. Hence it happened, that the treaty caught many in the possession of those incomplete rights. Some persons thought it advisable to obtain patents from the Spanish office, which continued open after the treaty. But others, conceiving such patents as conferring no additional security, trusted entirely to the justice and liberality of the United States, to make valid in law what they considered a perfect equitable title.

II. "Where the warrants of survey, as well as the patents, were subsequent to the treaty." Of this description, four or five only have been returned; but others certainly exist. Some men in favor with the Spanish officers, and trusting to the temporary continuance of the Spanish Courts and Government, acquiesced in by the people, and Commissioner Ellicot and Lieutenant Pope, the only representatives of the United States then present, received titles for lands, which were dated agreeably to the true time of obtaining them. The number of these claims is uncertain, but said not to be numerous.

III. "When warrants and patents were indeed subsequent to the treaty, but both antedated, so as to make them appear previous to the treaty."

Although no claims of this kind have (to my knowledge) been filed, yet no doubt is entertained here of their existence. They are reported to be of great extent, and are supposed to cover much valuable land near the settlements.

5th. "Claims founded on the third section of the Bourbon county act."

Many citizens, who, subsequent to 1795, have settled and improved vacant lands, suppose that under this third section, they will be entitled to a right of preference, when a land office may be opened. The Bourbon act was repealed by Georgia, in February, 1788, but, from the little intercourse between that State and this territory, it is probable the repealing law was but partially known; and that some citizens might have made their improvements under the invitation given them in the Bourbon act.

With respect to the "aggregate quantity of land covered by claims under the second article of compromise, and of the like aggregate of other claims," it is impossible for me to form accurate estimates; but from the best lights I can procure, I do suppose there cannot be more than three hundred and fifty thousand acres on the Mississippi, covered by claims justly falling under the second article of the compromise. As to the extent of private claims on

the Mobile, I can hazard no opinion until the returns from Washington county are received. It, however, is understood, that besides a large tract of pine barrens, there is some valuable lands which remain to be disposed of by the United States.

In order that you may be more fully informed as to the true state of land claims in this territory, I have forwarded all the returns which have been made and received, carefully filed under their different classes; among them you will discover some claims which cannot, strictly considered, be comprehended under any of the descriptions you have enumerated.

The titles, for instance, by Spanish warrants of survey, and possession without patents, may be viewed of this kind. But, permit me to remark that this species of title is esteemed here as very strong, in an equitable point of view; and I am well informed they were viewed as legal under the Spanish Government, and, by custom, the proprietor was authorized to sell after three years occupancy.

It will not have escaped your observation, that a great proportion of the present population in this territory is composed of citizens who have formed settlements upon vacant lands.

The heads of families of this description, in the counties of Jefferson, Adams, Wilkinson, and Claiborne, exceed seven hundred, and their wives and children amount to near three thousand.

I do sincerely hope that these citizens may be secured in their improvements, and that the Government will sell out the vacant land in this district upon moderate terms, and in small tracts, to actual settlers. If this policy is not observed, much distress will attend many of the settlers, and the certain effect will be their leaving the territory in disgust, to become subjects in a country where heretofore the most flattering invitations have been offered to the poorer class of industrious citizens, by bestowing upon every applicant, without price, portions of the richest land, proportioned to the extent of their families. (f) The present farms of these settlers would then probably fall into the hands of rich speculators, either in this district or from the United States.

Thus we may lose a considerable portion of our present population, and the further increase of our numbers be retarded, by the best and most convenient spots being monopolized by men possessing large tracts of unoccupied lands. The consequence would be, that this, the most distant and infant settlement of the United States, at present insulated and defenceless, would be rendered more weak and defenceless by the banishment of the poorer class of white citizens, and the introduction of a few wealthy characters, with a large increase of negroes; a description of inhabitants already formidable to our present population.

With sentiments of great respect and esteem, I have the honor to be, sir, your most obedient humble servant.

WILLIAM C. C. CLAIBORNE.

(a) I have not received a return of the claims which have been filed in Washington county.

(g) Claims have been filed by persons who were actual settlers within the ceded territory, on the 27th October, 1795, under British patents, for fifty-two thousand seven hundred and fifty-four acres; and under Spanish patents, for one hundred and ninety thousand four hundred and six acres; which patents were legally and fully executed prior to that period.

Claims of the following descriptions have also been filed, viz.

Claims under Spanish patents, dated subsequent to the 27th October, 1795, by persons who were settlers at that period, for eight thousand nine hundred and eighty acres.

Claims under British warrants without patents, by persons who were settlers on the 27th October, 1795, for ten thousand nine hundred acres.

Claims under Spanish warrants of survey and possession, by persons who were actual settlers on the 27th October, 1795, for twenty-one thousand two hundred and three acres.

For these claims see packet D.

There are about one hundred and thirty heads of families, who, on the 27th of October, 1795, were settled upon vacant lands, and now claim a right by occupancy under the Bourbon act.

There are also about seven hundred heads of families who, subsequent to 1795, have settled upon vacant lands, and made considerable improvements.

(f.) Should the contemplated change in the masters of Louisiana take place, it is not improbable but our new neighbors, with a large extent of vacant country to settle, may also offer great encouragement to emigrants.

A. 1.

WEST FLORIDA, ss.

George the Third, by the grace of God, of Great Britain, France, and Ireland, King, Defender of the Faith, and so forth, to all to whom these presents shall come, GREETING:

*Know ye, That we, of our special grace, certain knowledge, and mere motion, have given and granted, and by these presents, for us, our heirs, and successors, do give and grant unto Daniel Clark, Esquire, a reduced captain in the Pennsylvania troops, and to his heirs and assigns, all that tract of land situated three miles south of Pan-mure, at the Natchez, on the river Mississippi, at a place known by the name of St. Catherine's creek, and is bounded on all sides by vacant land, in our province of West Florida, and having such shape, form, and marks, both natural and artificial, as are represented in the plat thereof hereunto annexed, as drawn by our Surveyor General of lands, which said tract of land contains three thousand acres, and is bounded as in and by the further certificate, hereunto likewise annexed, under the hand of our said Surveyor General of Lands in our said province, may more fully and at large appear; together with all woods, under-woods, timber and timber trees, lakes, ponds, fishings, waters, water courses, profits, commodities, hereditaments, and appurtenances whatsoever thereunto belonging, or in anywise appertaining; together, also, with privilege of hunting, hawking, and fishing, in and upon the same, and all mines and minerals; reserving to us, our heirs and successors, all mines of gold and silver. To have and to hold the said tract of land, and all and singular the premises hereby granted, with the appurtenances, unto the said Daniel Clark, his heirs and assigns forever, in free and common socage, yielding and paying unto us, our heirs and successors, or to the Receiver General of our quit-rents for the time being, or such other officer as shall be appointed to receive the same, a quit-rent of one half-penny sterling per acre, at the feast of St. Michael every year. The first payment to commence on the said feast of St. Michael, which shall first happen after the expiration of ten years from the date thereof, or within fourteen days of the said feast, annually: *Provided, always, and the said grant is upon condition, nevertheless, that the said Daniel Clark, his heirs or assigns, shall and do within three years after the expiration of the term of ten years, as aforesaid, for every fifty acres of plantable land, hereby granted, clear and cultivate three acres at least in that part thereof which he or they shall judge most convenient and advantageous, or else do clear and drain three acres of swampy or sunken ground, or do drain three acres of marsh, if any such shall be contained therein; and shall further, within the time aforesaid, put and keep, upon every fifty acres thereof accounted barren, three neat cattle, and continue the same thereon until three acres for every fifty acres be fully cleared and improved; and if it shall so happen that there be no part of the said tract of land fit for cultivation, within the time aforesaid, without manuring and improving the same, if the said Daniel Clark, his heirs and assigns, shall, within three years after the expiration of the said ten years, as aforesaid, erect, on some part of the said land, one good dwelling house, to contain, at least, twenty feet in length, sixteen feet in breadth, and put on his said land the number of three neat cattle, as aforesaid, on every fifty acres therein contained; or, otherwise, if any part of the said tract of land, that is stony or rocky ground, not fit for culture or pasture, shall, and do, within three years, as aforesaid, after erecting the said house, begin to employ therein, and continue to work three years then next ensuing, in digging any mine, quarry, or draining any sunken or swampy grounds, it shall be accounted sufficient cultivation and improvement: *Provided, also, That every three acres which shall be cleared, and worked or cleared, and***

drained as aforesaid, shall further be accounted a sufficient seating, planting, cultivation, and improvement, to save forever from forfeiture fifty acres of land in any part of the tract hereby granted; and the said Daniel Clark, his heirs and assigns, shall be at liberty to withdraw his or their stock, and to forbear working in any quarry or mine, in proportion to such cultivation and improvements aforesaid, as shall be made upon the plantable lands, swamps, sunken grounds, or marshes, therein contained: *Provided, also*, That this grant shall be duly registered in the Register's office of this province within six months from the date hereof; and also that a docket thereof shall be entered in the Auditor's office within the same time, if such establishment shall take place in this province: *Provided, always*, That the said Daniel Clark, his heirs and assigns, at any time hereafter, having seated, planted, cultivated, and improved the said land, or any part thereof, according to the directions and conditions above mentioned, may make proof of such seating, planting, cultivation, and improvement, in the general court, or in the court of the county district or precinct where the said land lieth, and have such proof certified to the Register's office, and there entered with the record of this grant, a copy of which, duly attested, shall be admitted on any trial, to prove the seating and planting of said land: *Provided, always, nevertheless*, That if the said Daniel Clark, his heirs and assigns, do not in all things fully comply with, and fulfil the respective directions and conditions herein set forth for the proper cultivation of the said land, within the time herein above limited for the completion thereof; or if the said Daniel Clark, his heirs or assigns, shall not pay to us, our heirs and successors, or to the Receiver General of our quit rents, or to the proper officer appointed to receive the same, the said quit rent of one half-penny sterling per acre on the said feast of St. Michael, or within fourteen days after annually for every acre contained in this grant, that then, and in either of these cases, respectively, this grant shall be void, any thing herein contained to the contrary, notwithstanding; and the said lands, tenements, hereditaments, and premises, hereby specified, and every part and parcel thereof, shall revert to us, our heirs and successors, as fully and absolutely as if the same had never been granted. Given under the great seal of our province of West Florida. Witness our trusty and well beloved Montfort Browne, Esq. our Lieutenant Governor, and Commander-in-chief in and over our said province. At Pensacola, the fifteenth day of January, in the year of our Lord one thousand seven hundred and sixty-eight, and in the eighth year of our reign.

MONTFORT BROWNE.

SECRETARY'S OFFICE.

Certified by

DANIEL CLARK, D. S.

Pursuant to a warrant from His Honor Montfort Browne, Esquire, Lieutenant Governor and Commander-in-chief, in and over His Majesty's said province, to me directed, bearing date the 25th day of February, A. D. 1767, I have caused to be surveyed and laid out unto Daniel Clark, Esquire, a reduced officer in the Pennsylvania troops, a plantation or tract of land containing three thousand acres, situated three miles south of Fort Panmure, at the Natchez, on the river Mississippi, at a place known by the name of St. Catherine's creek, and is bounded on all sides by vacant land, and hath such marks, both natural and artificial, as are truly represented in the plat annexed.

Certified this 25th day of September, A. D. 1767, by

ELIAS DUNFORD, Surveyor General.

A. 2.

TO THE GOVERNOR:

I, Charles Howard, resident in this district, with due respect, present myself before your worship, and say that, desiring to settle a plantation in order to reside thereon, and labor to support my wife and five children: may it please your worship to grant me, for this end, a piece of land situated on Fairchild's creek, adjoining lands of John Jones, it being vacant and causing no prejudice to any of the adjoining neighbors.

A favor which I expect from the distributive justice which you administer.

NATCHEZ, August 28, 1794.

CHARLES HOWARD.

NATCHEZ, January 28, 1795.

TO THE GOVERNOR GENERAL:

I consider this petitioner entitled to four hundred acres of land.

MANUEL GAYOSO DE LEMOS.

NEW ORLEANS, February 24, 1795.

The Surveyor General, or particular nominated by him, will establish this petitioner on four hundred square acres of land in the place mentioned in the foregoing petition, being vacant and in no wise causing prejudice to the adjoining neighbors, with the express condition, to make the road and a regular clearance within the peremptory term of one year; and this grant to be null, if, at the expiration of the precise space of three years, the land be not settled; nor shall he be enabled to alienate it within the same. Under which supposition he may make a survey thereof, and return it to me, to furnish the party interested with a corresponding title in form.

F. L. BARON DE CARONDELET.

Dn. Charles Trudeau, Royal and Particular Surveyor of the province of Louisiana, &c.

I certify, that there was surveyed and laid out in favor, and in the presence of Ebenezer Dayton, and with the assistance of both the adjoining neighbors, a tract of land of four hundred superficial acres, measured with the pole of the city of Paris, of eighteen feet, King's measure, in length, each acre forming a square of ten poles on each side, conformable to the use and practice of this colony, which tract of land is situated in the district of Natchez, on the south bank of the river Homochitto, about sixteen miles to the southeast of the fort; bounded on one side by the land of William Henderson; on the other side by Nathan Swayzie; and on another by vacant land of His Majesty's domain; the limits fixed agreeably to the lines in the plan, without paying attention to the variation, varying east eight degrees to the northeast, in which limits the trees and land mark, figured in the plan were marked for boundaries, in the actual survey thereof, conformably to the decree of the Governor General, &c. dated the 24th day of January, 1789. In testimony of the foregoing declaration, I give the present certificate, with the figurative plan annexed, drawn agreeably to the survey made by Mr. William Dunbar, Deputy Surveyor, dated the 31st of December last.

APRIL 6, 1791.

Given for a second expedition, the 25th day of May, 1793.

CHARLES TRUDEAU, Surveyor Royal.

Dn. Francis Luis Hector Baron Carondelet, Knight of the Religion of St. John, Colonel of the Royal Armies, Governor, Intendant General, Royal Vice Patron of the provinces of Louisiana and West Florida, and Inspector of the veteran troops and militia of the same, &c. examined the foregoing actual survey made by the surveyor of this

province, Dn. Charles Trudeau, on the possession which he has given to Ebenezer Dayton of the quantity of four hundred acres of land situated in the district of Natchez, on the south bank of the river Homochitto, about sixteen miles to the southeast of the fort; bounded on the one side by lands of William Hendersun; on another by those of Nathan Swayzie; and on another by vacant lands of His Majesty's domain, as is more fully shown in the preceding figurative plan; and finding it to be conformed to the rules of mensuration, and to the grants of the aforementioned adjoining neighbors, without causing them any prejudice, nor having made any opposition, but given their consent, which their assisting in the same operations proves, allowing them, we also do allow them; using the power which the King has given us, we grant in his royal name to the aforementioned Ebenezer Dayton, the aforesaid four hundred superficial acres of land, that as his own property he may dispose of them, and the profits thereof, being governed by the said survey, and observing the conditions provided and the regulations thereunto added.

We grant the present, signed with our hand, and sealed with our arms, and countersigned by the underwritten, His Majesty's Secretary of this Government and Intendancy, at New Orleans, the 29th of March, one thousand seven hundred and ninety-three.

F. L. BARON DE CARONDELET, [L. s.]

By order of his Lordship,

ANDREZ LOPEZ ARMESTO.

B.

WASHINGTON, November 24, 1802.

The undersigned respectfully presents to the commissioners of the United States, appointed under an act of Congress to settle the claims of the State of Georgia, and of individuals to the territory commonly called the Mississippi Territory, the representation of John Miller, Jr., Thomas W. Francis, Henry Pratt, John Ashley, and Jacob Baker, trustees of James Greenleaf, and of Thomas Fitzsimons, Samuel Bennet, and Thomas Stretch, attorneys for Hugh Rose and Valentine Jones: he begs leave to inform the commissioners that he shall remain here some time, in order to give any explanations that may be necessary.

The documents marked A. Nos. 1 to 4, represent the title of James Greenleaf's trustees to two millions five hundred thousand acres of land in the Georgia Company, to wit:

- A. No. 1. Memorial of Henry Pratt, Thomas W. Francis, John Miller, Jr., John Ashley, and Jacob Baker.
2. Copy of the deed of conveyance from the grantees of the Georgia Company to James Greenleaf.
3. Deed of trust to George Simpson.
4. Deed in trust, George Simpson to Henry Pratt, Thomas W. Francis, John Miller, Jr., John Ashley, and Jacob Baker.

The documents marked B. Nos. 1 to 15, represent the title of Hugh Rose and Valentine Jones, to land within the Georgia Companies' purchase, and Upper Mississippi Company's, to wit:

- B. No. 1. Memorial, Samuel Bennet, Thomas Stretch, and Thomas Fitzsimons, attorneys to Hugh Rose and Valentine Jones.
2. Power of attorney, Hugh Rose to Samuel Bennet.
3. Power of attorney, Valentine Jones to Thomas Stretch and Thomas Fitzsimons.
4. Notarial copy of the grant of the State of Georgia to the Georgia Company.
- B. No. 5. Ditto of the conveyance Mw. McAllister to Wade Hampton of his remaining interest.
6. Ditto of the conveyance, J. Walburger to James Gunn and Wade Hampton.
7. Ditto of Zach. Cox to James Gunn.
8. Ditto George Walker and W. Longstreet, to James Gunn and Wade Hampton.
9. Articles of agreement between the grantees of the Georgia Company, to which is annexed a list of sundry conveyances, &c.
10. Copy of conveyance, James Gunn and Wade Hampton, to Hugh Rose, for one half of a tract of land therein described, the half to contain one million two hundred thousand acres.
11. James Warrington's conveyance to Hugh Rose, for one-twelfth and one-fifth of one-twelfth of the Upper Mississippi Company.
12. Lease, Rose to Jones.
13. Release, same to same.
14. Articles of agreement, Wade Hampton and Hugh Rose.
15. Articles of agreement, James Gunn, Hugh Rose.

NOTE.—Hugh Rose's conveyance to Valentine Jones is in England, but expected daily.

GEO. SIBBALD.

HON. JAMES MADISON,
ALBERT GALLATIN,
LEVI LINCOLN, Esquires.

B. No. 1.

To the Honorable JAMES MADISON, ALBERT GALLATIN, and LEVI LINCOLN, Esquires, Commissioners on the part of the United States, for treating with the Commissioners appointed by the State of Georgia, &c. &c.

The subscribers, attorneys to Hugh Rose and Valentine Jones, Esquires, of Great Britain, respectfully represent:

That, in pursuance of an act of the General Assembly of the State of Georgia, passed on the 7th day of January, in the year of our Lord 1795, entitled "An act supplementary to an act for appropriating a part of the unlocated territory of this State, for the payment of the State troops, and for other purposes therein mentioned, and declaring the right of this State to the unappropriated territory thereof, for the protection and support of the frontiers of this State, and for other purposes therein mentioned." George Matthews, then Governor of the State, under the great seal of the same, did, on the 13th day of January of the same year, give and grant unto James Gunn, Matthew McAllister, and George Walker, and their associates, called the Georgia Company, their heirs and assigns forever, a certain tract of country described in the deed, an exemplified copy of which is deposited in the office of your honors, and by one other deed under the great seal of the same State, did, on the 15th day of January, 1795, grant unto John B. Scott, John C. Nightingale, and Wade Hampton, under the style and title of the Upper Mississippi Company, one other tract of land described in the deed likewise deposited in your office.

That Wade Hampton, being one of the associates in the said Georgia Company, and James Gunn, one of the grantees under them, stood seized as tenants in common, in fee simple, of the following described tract: (being part of that granted to the Georgia Company) that is to say, beginning on the river Mississippi, where the latitude of $33^{\circ} 20'$ north of the equator intersects the same therein, running a due east course (by lands conveyed by the said Georgia Company to James Greenleaf) to the main Tombigbee river; thence, up the said river, to where the parallel of latitude $33^{\circ} 20'$ intersects the said Tombigbee river; thence, a due west course, along the said parallel, being the distance of twenty-four British statute miles as aforesaid, north of the latitude of $33^{\circ} 20'$, to the river Mississippi; thence, down the Mississippi, to the place of beginning.

That the said Wade Hampton, standing seized of the one equal moiety thereof, and James Gunn of the other half, the said Wade Hampton and James Gunn, on the 4th day of February, 1797, sold to Hugh Rose, then in Philadelphia, one full, equal, and undivided moiety of their respective shares, and interest in the last described tract (except one-tenth of the whole) which moiety should contain one million two hundred thousand acres, and for which full

payment and satisfaction was made, as, by the deeds and contracts accompanying this memorial, will more fully appear.

That John B. Scott being one of the grantees in the Upper Mississippi Company, did, on the 16th day of January, 1795, transfer and assign over to Wade Hampton, his heirs and assigns forever, all the right, title, interest, and benefit which he, the said John B. Scott, as grantee or otherwise, had or did hold in the said Mississippi Company, being seven twenty-fifth parts thereof; and John C. Nightingale, by indenture, bearing date the 17th day of January in the same year, did sell and convey to the said Wade Hampton, his heirs and assigns forever, all his right, title, and interest, which he, as grantee, or otherwise, held in the said Mississippi Company, being nine twenty-fifth parts thereof, by which the whole territory or tract of country granted to the said Mississippi Company was solely vested in the said Wade Hampton, his heirs and assigns, in as full and ample a manner as the same was by the grant of the State, vested in the said John B. Scott, John C. Nightingale, and Wade Hampton, as trustees, or otherwise.

That Wade Hampton, by indenture, bearing date the 6th day of March, 1795, granted and sold to Adam Tanno, James Miller, and James Warrington, their heirs and assigns forever, the whole of the said tract as contained within the original grant from the State of Georgia to the said Mississippi Company, with all the rights, privileges, and pre-emptions appurtenant thereto. And that James Warrington on the 21st day of February, 1795, sold and conveyed to Hugh Rose, all the right, title, and interest, which he, the said James Warrington, held in the said Mississippi Company, being the one-twelfth part and the one-fifth of one-twelfth, making together one-tenth thereof, containing one hundred and fifty thousand acres.

That Hugh Rose, by indenture, under his hand and seal, bearing date the 20th day of February, —, conveyed to Valentine Jones the one-half as well of the one million two hundred thousand acres, purchased of James Gunn and Wade Hampton, (part of the tract granted by the State of Georgia to the Georgia Company) as of the one-twelfth and one-fifth part of one-twelfth of the tract granted to the Upper Mississippi Company, purchased of James Warrington; so that the said lands are now held in equal and undivided proportions between the said Hugh Rose and Valentine Jones, who have never conveyed the same, or any part thereof, to any other person or persons, nor have they received or authorized any other person to receive any part of the original purchase money from the State of Georgia.

That the said several tracts of land having been lately ceded by the State of Georgia to the United States, your memorialists have judged it necessary to lay this their claim before your honors, with copies of the several papers therein referred to, the originals whereof, when called for, will be produced, and if it shall be thought proper by the United States to grant a reasonable compensation in lieu of this their claim, they will be ready to treat for the same, at such time, and in such manner, as you will be pleased to point out.

SAMUEL BENNETT, } *Attorney to Hugh Rose.*
THOMAS FITZSIMONS, } *Attorneys to V. Jones.*
THOMAS STRETCH, }

B. No. 9.

Accompanying the preceding letter, B. No. 1.

STATE OF GEORGIA:

Articles of agreement made and concluded upon this first day of January, in year of our Lord, 1795, between James Gunn, Matthew M'Allister, George Walker, Zachariah Cox, Jacob Waldburger, William Longstreet, James Gunn, in trust for his friend Wade Hampton, as well for himself as for William Stick, jun., and Gideon Denison, all at present of the town of Augusta, gentlemen. Whereas, the aforesaid persons did form themselves into a company, known and distinguished by the name of the Georgia Company, for the purpose of purchasing from the said State a part of her unlocated Western territory, and on the written application of the aforesaid James Gunn, Matthew M'Allister, and George Walker, for themselves and their associates, the beforenamed persons did propose to purchase from the Legislature of the said State all that tract or district of country described as follows: all that tract or parcel of land, including islands, situate, lying, and being within the following boundaries, this is to say beginning on the Mobile bay, where the latitude thirty-one degrees north of the equator intersects the same running thence up the said bay, to the mouth of the lake Tensaw; thence, up the said lake Tensaw, to the Alabama river, including Curry's and all other islands therein; thence, up the said river Alabama, to the junction of the Cousee and Oakfuskee rivers; thence, up the Cousee river above the big shoals, to where it intersects the latitude of thirty-four degrees north of the equator; thence, a due west course to the Mississippi river; thence, down the middle of the said river to the latitude thirty-two degrees forty minutes; thence, a due east course to the Den or Tombigbee river; thence, down the middle of said river to its junction with the Alabama river; thence, down the middle of the said river to the Mobile bay; thence, down the said Mobile bay, to the place of beginning. And whereas, it has been found expedient to dispose of a considerable quantity of the said lands to divers persons, for the purpose of raising a fund to effect the purchase of the same; and the said parties have also found it necessary to distribute to a variety of citizens of this State certain sub-shares or quantities thereof, in order that the benefit of such purchase, if any there be, should be as generally diffused as possible; now therefore, it is mutually agreed upon, by and between the said James Gunn, Matthew M'Allister, George Walker, Zachariah Cox, Jacob Waldburger, William Longstreet, James Gunn, in trust for his friend Wade Hampton, as well for himself as for the said William Stick the younger, and Gideon Denison, and their several and respective heirs, executors and administrators, for the better securing the remaining quantity of land, within the limits aforesaid, to the abovenamed James Gunn, Matthew M'Allister, George Walker, Zachariah Cox, Jacob Waldburger, William Longstreet, James Gunn, in trust for his friend Wade Hampton, as well for himself as for the said William Stick the younger, and Gideon Denison, and their respective representatives, as aforesaid; they mutually agree with each other for themselves and their respective representatives, in the following manner, that is to say that the said several persons and their respective representatives, as aforesaid, except the said William Stick the younger, and Gideon Denison, who have transferred their respective shares to the said Wade Hampton, shall be, and they are hereby equally entitled to all the lands that may remain unappropriated and undisposed of, and also to any surplus which now is, or may hereafter appear, to be within the limits before described, share and share alike, as tenants in common, and not as joint tenants, and all expenses and disbursements which have taken place, or reasonable charges which may hereafter accrue in carrying the disposition of the company into effect, shall be borne by the said parties and their respective representatives equally, and the profits or produce of any sale, which shall be made at any time or times hereafter, by direction of a majority of said company, or their respective representatives as aforesaid, of any part or parcel, or the whole of said land, shall be divided between the company and their respective representatives, share and share alike, as aforesaid; and further, it is the true intent and meaning of these presents, and of the parties herunto subscribing, that the said parties and their respective representatives shall be equally benefited by the purchase of the aforesaid territory, and shall share in all respects the same advantages or disadvantages. In witness whereof, the said parties have interchangeably set their hands and seals the day and year above written.

JAMES GUNN, for self and friend [L. s.]
MATTHEW M'ALLISTER, [L. s.]
GEORGE WALKER, [L. s.]
ZACH. COX, [L. s.]
JACOB WALDBURGER, [L. s.]
W. LONGSTREET, [L. s.]
W. HAMPTON, [L. s.]

Sealed and delivered in presence of

JOSEPH WARE,
T. SUMTER, Jr.

Whereas, since the execution of the annexed instrument of writing, the Legislature, in and by an act passed and dated at Augusta, the 7th day of January, in the present year of our Lord, 1795, entitled An act supplementary to an act for appropriating part of the unlocated territory of this State, for the payment of the late State troops, and for other purposes therein mentioned; declaring the right of this State to the unappropriated territory thereof, for the protection and support of the frontiers of this State, and for other purposes. The land included within the limits described by the annexed agreement is sold unto James Gunn, Matthew M'Allister, and George Walker, and their associates the Georgia Company, being the persons named in the said agreement. Now we, the said members of the Georgia company, for us and our respective representatives, do hereby ratify by these presents, every matter and thing contained in said agreement, and do hereunto annex a schedule or list of persons who are entitled to our interest in said company, and the quantity contained therein, which is the whole quantity of land disposed of by the said company, in any manner or way whatever, and which list forms a part of this agreement: and it is fully understood and agreed upon that the said Georgia Company do consist of the following persons and number of shares, that is to say: James Gunn, one share for himself, and another for his friend; Matthew M'Allister, one share; George Walker, one share; Zachariah Cox, one share; Jacob Waldburger, one share; William Longstreet, one share; and Wade Hampton, three shares; being ten equal parts, or original shares, and that each share shall be entitled to one vote.

Witness our hands and seals, this 10th day of January, 1795.

JACOB WALDBURGER, [L. s.]
 WILLIAM LONGSTREET, [L. s.]
 W. HAMPTON, [L. s.]
 JAMES GUNN, for self and friend, [L. s.]
 MAT. M'ALLISTER, [L. s.]
 GEO. WALKER, [L. s.]
 ZACH. COX, [L. s.]

Sealed and delivered in presence of

JOSEPH WARE,
 T. SUMPTER, JUN.

	Shares.	Cash.	Acres.		Shares.	Cash.	Acres.
The Hon. James Wilson,	10	£25,000	750,000	Mat. and James Johnstone,			
Mr. Andrew M'Credie,	2	2,000	150,000	and James Robertson,	1	£1,000	75,000
John Currie,	2	2,000	150,000	Richard Wayne,	1	1,000	75,000
Thomas Young,	4	5,000	300,000	George Woodruff,	0½	666 66½	50,000
Joseph Miller,	2	2,000	150,000	James Warrington,	4	4,000	300,000
John Fox,	2	2,000	150,000	John Davis,	1	200	56,000
Owen Owens,	3	3,000	225,000	Mrs. Elizabeth Carnes,	0½	178 50	50,000
John M'Iver,	2	2,000	150,000	R. G. Harper,	1	1,000	75,000
Emanuel Warbersie,	2	2,000	150,000				
Benjamin Sims,	1	1,000	75,000				3,006,000
George Ker,	1	1,000	75,000				
1. John King,	-	-	112,000	44. Matthew Talbott,	-	-	28,000
2. Ferdinand O'Neal,	-	-	112,000	45. Arthur Fort,	-	-	28,000
3. William Cauthorn,	-	-	74,000	46. Jeremiah Cuyler,	-	-	28,000
4. Roger P. Saunders, (for Davis Gresham)	-	-	74,000	47. Darold M'Leod,	-	-	28,000
5. Robert Walton,	-	-	74,000	48. Edward Watts,	-	-	37,000
6. Thomas Wyly,	-	-	74,000	49. John Randolph,	-	-	28,000
7. Samuel Wright,	-	-	74,000	50. Benj. Harris, (for self and sons,)	-	-	28,000
8. Joseph Watts, (for Luke Mann,)	-	-	74,000	51. John Green,	-	-	28,000
9. Henry Hampton,	-	-	74,000	52. John Appling,	-	-	28,000
10. Roberts Thomas,	-	-	74,000	53. John Foster,	-	-	28,000
11. Thomas Napier, (in name of Rob. Randolph,)	-	-	56,000	54. Henry Hughes,	-	-	37,000
12.	-	-	-	55. Jacob Wood,	-	-	28,000
13. Roger Parker Saunders,	-	-	112,000	56. John Cobb,	-	-	28,000
14. Stephen Heard,	-	-	56,000	57. Robert Flournoy,	-	-	28,000
15. Archibald Gresham,	-	-	56,000	58. Abraham Simons,	-	-	28,000
16. Reuben Wilkinson,	-	-	56,000	59. Brighton Dawson, Hugh M'Gehee, and	-	-	-
17. Henry Gindrat,	-	-	56,000	Wm. Howell,	-	-	28,000
18. Benjamin Sims, (for Richard Warsham,)	-	-	74,000	60. William Fitzpatrick, and Oliver Porter,	-	-	28,000
19. Rosewell King,	-	-	56,000	61. Col. Gamble, of Virginia,	-	-	28,000
20. P. J. Carnes, (for Richard Carnes,)	-	-	74,000	62. Robert G. Harper,	-	-	56,000
21. William Moubray,	-	-	56,000	63. William Poe,	-	-	28,000
22. James Warrington, (for William Harden,)	-	-	56,000	64. Alexander M'Millan,	-	-	28,000
23. William T. Booker, (for William Moore,)	-	-	56,000	65. James Warrington,	-	-	50,000
24. Wm. G. Gilbert,	-	-	56,000	66. Andrew M'Credie, (for Mrs. M'Laws,)	-	-	28,000
25. Philip Howell, (for Caleb Howell,)	-	-	56,000	67. Robert Raines,	-	-	28,000
26. John Davis, (one-third for self, and one sub-share, and one-third for J. Walker,)	-	-	74,000	68. Thomas Raiburn,	-	-	56,000
27. Lachlan M'Intosh,	-	-	112,000	69. Thomas Heard,	-	-	56,000
28. Benjamin Sims,	-	-	28,000	70. William Urquhart,	-	-	28,000
29. Seaborn Jones,	-	-	112,000	71. Harrison Musgrove,	-	-	56,000
30. Richard Dickenson,	-	-	28,000	72. Samuel Jack,	-	-	56,000
31. The Hon. J. P. Carnes,	-	-	112,000	73. Brig. Gen. Glasscock,	-	-	56,000
32. George Henning,	-	-	28,000	74. John C. Nightingale,	-	-	56,000
33. Benj. Sims, (for Thomas McCall)	-	-	112,000				6,700,000
34. Philip Clayton,	-	-	112,000	75. Robert and John Forsyth,	-	-	28,000
35. James Clay, Jr. (for himself and C. Woodruff)	-	-	28,000				6,728,000
36. Francis Tennil,	-	-	28,000	One million reserved by law, to be subscribed by the citizens,	-	-	1,000,000
37. John Powell,	-	-	28,000				7,728,000
38. John Y. Noell,	-	-	28,000	John Clark,	-	-	28,000
39. Charles Crauford,	-	-	28,000				7,756,000
40. David Creswell,	-	-	28,000				
41. William Triplett,	-	-	28,000				
42. Wm. T. Booker,	-	-	28,000				
43. Elijah Clark,	-	-	56,000				

JAMES MOSS and JOHN TALBOT.

NOTE BY THE COMMISSIONERS.

The persons designated as money sharers do not appear to have all become associates. Exclusively of the land assigned to James Wilson, the persons in whose name a deed was made by the Company on account of that advance in money, were:

	Number of Shares.		Number of Shares.
Thomas Young,	- - 6	Emanuel Wambersie,	- - 2
Joseph Miller, -	- 2	John M'Iver, -	- 2
Benjamin Sims, -	- 1	John Fox, -	- 2
Owen Owen, -	- 3	Richard Wayne,	- 1
Andrew M'Credie,	- 2	George Ker, -	- 2
John Currie, -	- 2		

All of which, the nine first shares excepted, have been surrendered, and the purchase money drawn from the treasury by the parties.

The names of the sub-sharers who were members of the Legislature, and voted in favor of the law, are printed in *italics*. Numbers 11 and 13 were members, but did not vote on the law.

C.

FORM OF A SUB-SHARE.

STATE OF GEORGIA:

No. 37.

We, the grantees of the Georgia Company, do hereby certify that John Powell, Esq. of the aforesaid State, holds to himself, his executors and administrators, one-half of a sub-share, containing twenty-eight thousand acres, in this company, he paying the sum of two cents and one-third per acre, to the said grantees, or their agent, on or before the 7th day of August next; otherwise the said land shall become forfeited to the company, and this certificate void, agreeably to the rules and regulations of the said company: and we do further certify that, so soon as the mortgage on the lands contained in this company's purchase from the said State, shall be fully paid and satisfied, the said John Powell shall, upon returning this certificate to the company, receive from them a certificate of a negotiable nature.

In testimony whereof, we have hereunto set our hands, at Augusta, the 9th day of January, 1795.

JAMES GUNN,
MATTHEW McALLISTER,
GEORGE WALKER.

Attest,

W. URQUHART, *Assistant Secretary, Georgia Company.*

Received, Augusta, 24th July, 1795, six hundred and fifty-three dollars and thirty-three and one-half cents, being the purchase money on the above.

W. URQUHART, *Assistant Secretary.*

(Endorsed on the back, JOHN POWELL.)

D.

STATE OF GEORGIA:

We, Zachariah Cox and Matthias Maher, under the firm of the Tennessee Company, by an act of the General Assembly of the State aforesaid, passed at Augusta, the 7th day of January, 1795, vesting in us all that tract of territory, including islands, situate, lying, and being within the following boundary lines, that is to say: "Beginning at the mouth of Bear creek, on the south side of the Tennessee river; thence, up the said creek, to the most southern source thereof; thence, due south, to the latitude of $34^{\circ} 10'$ north of the equator; thence, a due east course, one hundred and twenty miles; thence, a due north course, to the Great Tennessee river; thence up the middle of said river, to the northern boundary line of this State; thence, a due west course, along the said line, to where it intersects the Great Tennessee river, below the Mussel shoals; thence, up the said river, to the place of beginning."

We have agreed between ourselves to let sundry persons have part of the said territory, as will appear by certificates issued by us, and quoted in the following words, that is to say:

STATE OF GEORGIA:

No. —.

In pursuance of an act of the Legislature of the State aforesaid, passed at Augusta, on the 7th day of January, 1795, vesting in the subscribers a certain tract of territory of the said State, lying on the great bend of the river Tennessee, as fully described by the said act. We hereby certify, that ———, or his assigns, is entitled to the one four hundred and twentieth part of the said territory: *Provided*, the sum of the one four hundred and twentieth part of the full purchase money for said territory is paid unto ———, or his agent, on or before the 1st day of August next ensuing, when a deed of conveyance will be issued, in lieu of this certificate, to the said ———, or his assigns, conformably to the said act. And in case the said ———, or his assigns, should fail in paying the sum above specified, then this certificate is declared by the subscribers to be null and void.

Dated at Augusta, this — day of —, 1795.

Z. C.
M. M.

Names of persons to whom certificates of shares are issued, viz:

Date.	Names.	No.	Agents.	Date.	Names.	No.	Agents.
1795.				1795.			
Jan. 9.	Lachlan M'Intosh,	1	M. Maher.	Jan. 10.	Wm. Fitzpatrick,	71	M. Maher.
Do.	Do.	2	Do.	Do.	Do.	72	Do.
Do.	Do.	3	Do.	Do.	Joseph Philips,	73	Do.
Do.	Do.	4	Do.	Do.	Do.	74	Do.
Do.	Ferdinand O'Neal,	5	Do.	Do.	James Scarlet,	75	Zach. Cox.
Do.	Do.	6	Do.	Do.	Do.	76	Do.
Do.	Do.	7	Do.	Do.	Francis Willis,	77	M. Maher.
Do.	Do.	8	Do.	Do.	Do.	78	Do.
Do.	Roger P. Saunders,	9	Do.	Do.	Bedford Brown,	79	Zach. Cox.
Do.	Do.	10	Do.	Do.	Do.	80	Do.
Do.	Do.	11	Do.	Do.	John Clark,	81	Do.
Do.	Do.	12	Do.	Do.	Do.	82	Do.
Do.	Benjamin Sims, for	13	Do.	Do.	Elijah Clark,	83	Do.
Do.	Richard Worsham,	14	Do.	Do.	Do.	84	Do.
Do.	Roswell King,	15	Do.	Do.	Samuel H. Marlow,	85	M. Maher.
Do.	Do.	16	Do.	Do.	Do.	86	Do.
Do.	John Z. L. M. Maxwell,	17	Do.	Do.	Thomas P. Carnes,	87	Do.
Do.	Do.	18	Do.	Do.	Do.	88	Do.
Do.	Thomas Wylly,	19	Do.	Do.	Joseph Ryan,	89	Zach. Cox.
Do.	Do.	20	Do.	Do.	Do.	90	Do.
Do.	Samuel Wright,	21	Do.	Do.	Do.	91	Do.
Do.	Do.	22	Do.	Do.	Do.	92	Do.
Do.	Do.	23	Do.	Do.	George Walker,	93	M. Maher.
Do.	Do.	24	Do.	Do.	Do.	94	Do.
Do.	John King,	25	Do.	Do.	Do.	95	Do.
Do.	Do.	26	Do.	Do.	Do.	96	Do.
Do.	Do.	27	Do.	Do.	John Smith,	97	Zach. Cox.
Do.	Do.	28	Do.	Do.	Do.	98	Do.
Jan. 10.	Isaac Walker,	29	Do.	Do.	Do.	99	Do.
Do.	Do.	30	Do.	Do.	Do.	100	Do.
Do.	Richard Carnes,	31	Do.	Do.	John F. Gardiner,	101	M. Maher.
Do.	Do.	32	Do.	Do.	Do.	102	Do.
Do.	Do.	33	Do.	Do.	Do.	103	Do.
Do.	Do.	34	Do.	Do.	Do.	104	Do.
Do.	Joseph Farbrough,	35	Do.	Do.	William Cox,	105	Zach. Cox.
Do.	Do.	36	Do.	Do.	Do.	106	Do.
Do.	Do.	37	Do.	Do.	Do.	107	Do.
Do.	Do.	38	Do.	Do.	Do.	108	Do.
Do.	Benjamin Porter,	39	Zach. Cox.	Do.	Stephen Heard,	109	Do.
Do.	Do.	40	Do.	Do.	Do.	110	Do.
Do.	Robert Reins,	41	Do.	Do.	Do.	111	Do.
Do.	Do.	42	Do.	Do.	Do.	112	Do.
Do.	William Poe,	43	M. Maher.	Do.	Daniel Gains,	113	M. Maher.
Do.	Do.	44	Do.	Do.	Do.	114	Do.
Do.	Do.	45	Do.	Do.	Do.	115	Do.
Do.	John Thomas,	46	Do.	Do.	Do.	116	Do.
Do.	Do.	47	Do.	Do.	William Downs,	117	Do.
Do.	Benajah Smith,	48	Do.	Do.	Do.	118	Do.
Do.	Thomas Napier,	49	Do.	Do.	Do.	119	Do.
Do.	Do.	50	Do.	Do.	Do.	120	Do.
Do.	Robert Flournoy,	51	Do.	Do.	John Strother,	121	Do.
Do.	Do.	52	Do.	Do.	Do.	122	Do.
Do.	Reuben de Jernatte,	53	Do.	Do.	Do.	123	Do.
Do.	Do.	54	Do.	Do.	Do.	124	Do.
Do.	Wade Hampton, for	55	Do.	Do.	Thomas Gilbert,	125	Do.
Do.	Jarrad Banks,	56	Do.	Do.	Do.	126	Do.
Do.	Do.	57	Do.	Do.	Do.	127	Do.
Do.	Do.	58	Do.	Do.	Do.	128	Do.
Do.	Charles Crawford,	59	Do.	Do.	Anderson Watkins,	129	Do.
Do.	Laird M. Harris,	60	Do.	Do.	Do.	130	Do.
Do.	James Warrington,	61	Do.	Do.	Do.	131	Do.
Do.	Do.	62	Do.	Do.	Do.	132	Do.
Do.	Archibald Gresham,	63	Do.	Jan. 11.	Zach. Cox,	133	Do.
Do.	Do.	64	Do.	" 12.	From No. 133 to	252	Do.
Do.	Davies Gresham,	65	Do.	" 13.	Matthias Maher,	253	Zach. Cox.
Do.	Do.	66	Do.	" 14.	From No. 253 to	373	Do.
Do.	Wm. Poe,	67	Do.	Feb. 25.	Matthias Maher,	373	Do.
Do.	Do.	68	Do.	Do.	From No. 373 to	396	Do.
Do.	Arthur Ford,	69	Do.	Do.	Zachariah Cox,	397	M. Maher.
Do.	Do.	70	Do.	Do.	From 397 to	420	Do.

E.

GEORGIA:

By His Excellency JOHN MILLEDGE, Governor and Commander-in-chief of the Army and Navy of this State, and of the Militia thereof, to all to whom these presents shall come, greeting:

Know ye, That James Bozeman, Esq. who hath certified the proceedings of the House of Representatives, from page one to three, is Deputy Clerk of the said House of Representatives; and that William Robertson, Esq. who hath certified the proceedings of the Senate, from page four to five, is Secretary to the said Senate, and all of which proceedings are hereunto annexed. Therefore, all due faith, credit, and authority, are and ought to be had, and given their and each of their certificate and attestation as such.

In testimony whereof, I have hereunto set my hand, and caused the great seal of this State to be put and affixed, at the State House, in Louisville, this twentieth day of January, in the year of our Lord eighteen hundred and three, and in the twenty-seventh year of the independence of the United States of America.

JOHN MILLEDGE, [L. s.]

HOR. MARBURY, *Secretary of the State.*

By the Governor

No. 1.

IN THE HOUSE OF REPRESENTATIVES—FRIDAY, JANUARY 2, 1795.

The bill to be entitled an act supplementary to an act for appropriating a part of the unlocated territory of this State for the payment of the late State troops, and for other purposes therein mentioned, declaring the right of this State to the unappropriated territory thereof, for the protection and support of the frontiers of this State, and for other purposes, was read the third time, and several amendments made thereto.

On motion of Mr. Monbray,

Resolved, That the bill as amended do pass, and that the bill be an act, supplementary to an act, entitled an act for appropriating a part of the unlocated territory of this State, for the payment of the late State troops, and other purposes therein mentioned, declaring the right of this State to the unappropriated territory thereof, for the protection and support of the frontiers of this State, and for other purposes.

On the question put thereupon, the yeas and nays being required, are as follows:

YEAS—Messrs. Carnes, Gindroft, Gresham, Gelbert, S. Heard, Hardin, T. Heard, Howell, King, Longstreet, Moubray, Musgrove, Moore, McIntosh Raburn, Watkins, Wilkinson, Worsham, and Walker—19.

NAYS—Messrs. Gibbons, I. Jones, G. Jones, I. Jones, Lanear, Lewis, McNeil, Mitchell, and Shepherd—9.

Ordered, That the clerk do carry the same to the Senate, and desire their concurrence.

I certify that the foregoing is truly taken from the Journal of the House of Representatives.

JAMES BOZEMAN, for
HINES HOLT, *Clk. House of Representatives.*

LOUISVILLE, January 20, 1803.

IN SENATE—SATURDAY, JANUARY 3, 1795.

The bill to be entitled an act supplementary to an act entitled an act for appropriating a part of the unlocated territory of this State for the payment of the late State troops, and for other purposes therein mentioned, declaring the right of this State to the unappropriated territory thereof, for the protection and support of the frontiers of this State, and for other purposes, was taken up and read a second time.

The Senate then proceeded to the third reading of the bill, and

On question, shall the bill pass under the title above? The yeas and nays being required, are as follows:

YEAS—Messrs. King, Wright, O'Neal, Wyllie, Walton, Hampton, Cawthorn, Gresham, Thomas, Mann—10.

NAYS—Messrs. Milledge, Lanier, Morrison, Irwin, Blackburn, Pope, Mitchell, Wood—8.

So it passed in the affirmative.

I certify that the foregoing is truly taken from the Journal of the Senate.

WILL. ROBERTSON, *Secretary of the Senate.*

LOUISVILLE, January 20, 1803.

F.

GEORGIA:

By his honor David Emanuel, President of the Senate, and Commander-in-chief of the army and navy of this State, and of the militia thereof.

To all to whom these presents shall come, greeting:

Know ye, that George R. Clayton, Esq., who certifies the annexed extract from the Journals of the House of Representatives of this State, is duly authorized to act for Hines Holt, Esq., Clerk thereof.

Therefore, all due faith, credit, and authority, are, and ought to be had and given to his attestation and certificate as such.

In testimony whereof, I have hereunto set my hand, and caused the great seal of this State to be put and affixed, at the State House, in Louisville, this 25th day of August, in the year of our Lord 1801, and in the 26th year of the independence of the United States of America.

DAVID EMANUEL, [L. s.]

By the President and Commander-in-chief.

HOR. MARBURY, *Secretary of State.*

GEORGIA:

HOUSE OF REPRESENTATIVES—MONDAY, JANUARY 25, 1796.

Mr. JAMES JACKSON, from the committee to whom the constitutionality and validity of the act for the disposal of the western lands, together with the petitions and remonstrances of the people were referred, brought in a report, which being delivered in at the clerk's table, was read, and agreed to by the House, and is as follows:

The committee to whom the constitutionality and validity of the act for the disposal of the western lands, together with the petitions and remonstrances of the people were referred, report five other affidavits on the corruptions practised to obtain the act, and submit the propriety of entering the proofs already laid before the House, and those which may be laid before them, on the journals of the House, in order to perpetuate such testimony, and for that purpose recommend the following resolution.

Resolved, That all such proofs relating to the fraud and corruptions practised to obtain the act for the disposal of the Western territory of this State, be entered by the Clerk on the Journals of the House, in order that the testimony so given may be perpetuated, as well for the satisfaction of the Legislature and to show the grounds on which they proceeded, as to hand down to future Legislatures the base means by which the rights of the people were attempted to be bartered.

Agreeably to the foregoing report and resolve, the affidavits taken before the committee and exhibited to the House, being read, are as follows:

GEORGIA, *Burke County, January 16, 1796.*

RUSSELL JONES, Senator from the county of Franklin, being duly sworn, maketh oath, that some time in the last summer, Thomas Raburn, Esq. a representative from the said county in the last Legislature, was at his house, when James Cail and several others were also present, and talking together on the subject of the sale of the Western territory of this State; the said Cail told Raburn that he did not blame him for selling the land, but for selling his vote so much lower than what other members did; that he, Raburn, had sold his vote for six hundred dollars, and that others had got a thousand; Raburn replied, that it showed he was easily satisfied, and was not greedy.

RUSSELL JONES.

Sworn in presence of the committee of the House of Representatives, before me,

THOMAS LEWIS, J. P.

STATE OF GEORGIA, *Burke County.*

Before Thomas Lewis, Esquire, one of the Justices of Peace for the county aforesaid, personally appeared Clement Lanier, Esquire, one of the representatives of the Legislature of this State, who being sworn on the Holy Evangelists of Almighty God, despoeth and saith, that during the last session of the Legislature at Augusta, in the winter of the year 1794, he being a member of the House of Representatives, and sitting on the same seat with Henry Gindrat, another of the members of that House, before the Speaker took the chair, the said Gindrat recommended to him to be in favor of selling the Western lands, for that he, the said Gindrat, understood it worth our notice, for Mr. Thos. Wyly, a Senator from Effingham county, had told said Gindrat that he, the said Wyly, could have eight or ten likely negroes for his part; and the deponent further saith, that, on the same day, in the afternoon, the said Thos. Wyly came into the lobby of the House, and beckoned to the deponent, who followed him out, when a conversation commenced about the Yazoo act; that, at this time, a Mr. Denison came by and asked what we were upon; the said Wyly answered the land business; the said Denison then came up, and Wyly withdrew; the said Denison then told the deponent that he did not pretend to advise any member to be in favor of selling the land, but those who were in favor of it were handsomely provided for, and that if the deponent thought proper to be in favor of selling, that he should have part, and that the said Denison said he was a purchaser of such of the members' parts as had a mind to sell, but understood that some of the members pretended to ask eight or ten negroes for a share, or their share; he said he could not give so much, but the deponent might depend he would purchase; the deponent further saith that, previous to any of the before recited circumstances, Mr. William Longstreet, one of the members of the said Legislature, frequently called on the deponent, and asked him why he was not in favor of selling the Western lands? who answered, he did not think it right to sell to companies of speculators; the deponent at this time wishing to make further discovery of the conduct of the members on that sale, and, therefore, affected to be inclined to come into the measure, and by that means kept up a conversation about it occasionally: that, on the day the bill received its first reading, before the House was convened, the said Longstreet spoke to the deponent to get his approbation to the sale; the deponent asked him to show him what security the members had of the purchasers; when the said Longstreet presented a certificate entitling the bearer to two shares of twenty-five thousand acres each, signed by Nathaniel Pendleton, chairman; he, the deponent, then told the said Longstreet, that that was not what he had formerly told him was a member's share; for that the said Longstreet had before said a member's share was seventy-five thousand acres, that the said Longstreet then told the deponent if he would wait a few minutes, or an hour, he would bring him another certificate from Gunn's company for the same number of acres; that the deponent, in order to disengage himself from the conversation, then said the security was not sufficient to entitle him to the land. That the said Longstreet then told the deponent, if he was not satisfied with the certificate, he would give him one thousand dollars for it, or for them; the deponent then presented the certificate to the said Longstreet, and went into the House, which was the last interview he had on the subject. The deponent further saith, that the shares offered him, as aforesaid, were expressly designed to induce him, the deponent, to vote for the bill for disposing of the Western territory.

CLEM. LANIER.

Sworn to, as aforesaid.

Peter L. Van Allen, being duly sworn, saith that, on or about the 12th or 13th of January, 1795, he was in company with Mr. Gindrat, who, the deponent understood, was a member of the Legislature then lately adjourned; that, in consequence of the advice of R. P. Sanders, Esquire, another member of the same Legislature, who advised the deponent to purchase some of the Western lands which the said Legislature had sold, and in the purchase of which the deponent understood the said R. P. Sanders, Esquire, was interested, and from the information of the said R. P. Sanders, Esquire, that they would purchase between them two shares in Gunn's company, and, to best of the deponent's recollection, two shares in Glascock's company, for one thousand dollars; that the said Gindrat told the deponent, in a conversation on that subject, that he should have his, said Gindrat's, shares for that sum, provided the money was paid by a certain time; that, in consequence, the deponent went to exchange some Governor's warrants for money, and when he returned Gindrat refused to let him have them, having, as the deponent understood and believed, met with a better market. The deponent further saith, that he believes, and then understood, that a certain quantity was allotted to each member in the majority, who were not to pay any money therefor in advance, and were particularly indulged, until the whole of the purchase money was payable at the treasury, in consequence of their vote and support of the law for selling the land.

The deponent further saith, that Roger P. Sanders, Esquire, told the deponent that he had made a contract with Lachlan M'Intosh, Esquire, who was, as the deponent understood, a member of the same General Assembly, for all the shares the said M'Intosh held in different companies, for which he had contracted to give him eight negroes, fifty barrels of rice, and a certain sum of money, which the deponent does not recollect; that this contract was made before the first bill was negative by the Governor; but that reservation being made in the second bill, in favor of the citizens and the State, would deduct considerably from the quantity of land in each share; he, the said R. P. Sanders, objected to give so much; the said M'Intosh, however, urged the completing of the contract; the said R. P. Sanders further told the deponent that the contract was broken off by reason of that deduction. The deponent further saith, that he was present in company with Lachlan M'Intosh, Esquire, and others, when some one of the company, he thinks Mr. M'Intosh himself, said that he, the said M'Intosh, held six shares in the Georgia Mississippi Company, which he offered at three hundred dollars premium each, and on the same day the deponent understood that he did sell them for a premium of two hundred and fifty dollars each, to one of the grantees of that company.

PETER L. VAN ALLEN.

Sworn to, as aforesaid.

James Meriwether, Esquire, being first sworn before Thomas Lewis, Esquire, in presence of the committee of the House of Representatives, was asked the following questions:

1st. Were you not, or are you not now, treasurer to one of the companies which purchased the territory, claimed under the act of the last Legislature for disposing of the same, passed on the 7th January, 1795, entitled "an act supplementary," &c.

2d. Who were associates in that company?

3d. Do, or do you not, know where the list of the associates are kept?

4th. Are you, or are you not, acquainted with the means by which the said act was obtained?

5th. Do you, or do you not, know that some one or more of the members of the Legislature were holders of shares, directly or indirectly, in the purchase?

6th. Did, or did not, some one or more of the members of the Legislature, pay unto you, as treasurer, money in payment of the purchase, and who and which of them?

7th. Who was the treasurer previous to yourself?

8th. Has the Georgia Company paid up the whole of the purchase money?

9th. At what time was it paid?

10th. Who are the treasurers of the other companies?

Answers of James Meriwether to the questions of the committee.

Answer. 1st. Question—I was treasurer to the Georgia Mississippi Company, and received seventy pounds per annum for that duty, and resigned on coming to this place.

2d. I do not know who they were; the accounts were opened, not in the names of persons, but by the number of certificates; when I received money, I receipted by the number of the certificate.

3d. I do not.

4th. I am not. I am interested as a purchaser in that company.

5th. I do not.

6th. I never received any money from any member of the Legislature, as I recollect; but I am pretty certain I did not.

7th. Mr. Amasa Jackson.

8th. They have.

9th. About the last of August, he thinks.

I certify that the foregoing were the answers of James Meriwether to the questions of the committee, set down in the half-sheet hereunto annexed, the said James Meriwether being first sworn before me, in presence of the committee.

THOS. LEWIS, J. P.

Questions asked Philip Clayton, Esquire.

1st. Question—Were you intimately acquainted with Roberts Thomas, Esquire, deceased, one of the Senate of the State of Georgia, during the last session of the Legislature at Augusta; and did he live in your house during that session?

2d. Had you, or had you not conversation with him on the subject of the sale of the Western territory of this State, whilst that subject was in agitation, or before or after that time?

3d. Did he, or did he not, tell you, or give you to understand, that he held a share or shares in some one or more of the companies who purchased the lands; and did he, or did he not, make known to you that such share or shares were given to him by the company or companies, without being liable to pay any money therefor; and that his certificate differed from those given to persons out of the Legislature in that respect?

4th. Are you, or are you not, acquainted with some one or more of the grantees of the said companies and have you, or have you not, heard some one or more of them say that the said Roberts Thomas did receive a gratuitous certificate for a share or shares in the purchase, and that he would not be content with one in the usual form?

5th. Have you, or have you not heard the said Roberts Thomas say, that he received any sum or sums of money from any of the companies, or any individual of those companies, either in consideration of his share or shares, or otherwise, for being in favor of the sale of the land; or have you, or have you not, heard any member of either of the said companies declare that the said Roberts Thomas did receive any sum or sums of money for, or on account of, such shares or otherwise, from any of the members of the said companies, for that consideration?

6th. From every circumstance which has come to your knowledge, do you, or do you not know or believe that the said Roberts Thomas, or any of the members of the last Legislature, were absolutely interested in the purchase of the Western lands, or did receive money, or other thing, to induce them or him to vote for the sale thereof?

7th. Did you, or did you not, understand from the question you put to Roberts Thomas, when he brought you the money, and the manner in which he answered it, that he had received the money for his vote in the Legislature, or being in favor of the sale of land?

8th. Do you, or do you not, know the associates of the respective companies?

Answer. 1st Question—I was intimately acquainted with Mr. Thomas; he did live in my house during that session.

2d. He had before, at, and after the passing the act.

3d. After the passing of the act, he brought a considerable sum of money to my house, and asked me to take care of it; I believe it was two thousand dollars; on which I asked him how he got it, or if he got it for his proportion of the land, or words to that effect; he said, it is nothing to you, take care of it; and smiled.

4th. I am acquainted with the grantees of the companies; I never heard it from any of them.

5th. I did not, but had my opinion.

6th. I do not know, but suppose they were, from general suppositions.

7th. I did suppose, from a knowledge of Mr. Thomas's circumstances, that he could not have got that sum of money, unless it had been in that way, either directly or indirectly.

8th. I do not. Mr. Longstreet executed a renunciation of dower of lands belonging to the Georgia Company, in favor of Mr. Maher.

Sworn to, as aforesaid.

PHIL. CLAYTON.

James Terrell, Esq. being duly sworn, saith, Thomas Raburn, Esquire, one of the members of the last Legislature said in presence of this deponent, some small time after the rising of the General Assembly, that he, the said Raburn, had purchased a part of the Western lands, during that session, and whilst he was a member of the House of Representatives, and that he had sold it again.

Sworn to, as aforesaid.

JAS. TERRELL.

John Shepperd, Esquire, a member of the last Legislature at Augusta, being duly sworn, saith, that just before the bill for the disposal of the Western lands came before the House at the last session, he had frequent conversations with William Longstreet, Esquire, another member of the Legislature, who recommended to the deponent strongly to be in favor of selling the lands, and if he would, he should come in for shares to the amount of one hundred thousand acres. The deponent said he did not think it right to sell the lands, but the said Longstreet told him if he would, he might make a fortune for himself and family forever, or words to that effect. The deponent said it would be injurious to the community, and it would be displeasing to our constituents to dispose of their rights. The said Longstreet then said it was no matter; that the deponent nor himself need not care, provided they could get the land, whether they ever came there again, or words to that effect. That the deponent had a conversation with Philip Clayton, at the State House, about the 20th of December, 1794, concerning the lands, when the said Clayton urged him, the deponent, to go home; that the same evening, the said Clayton called the deponent into his office, and told the deponent that, provided he would give him, the said Clayton, an order on the Speaker for his warrant, which he said, by his calculation, was twenty-eight pounds, and go home immediately and return no more, that he would give the deponent seventy pounds; the deponent answered, that he had business up town, and returned to him no more that night; a few evenings afterwards, the said Clayton told the deponent he need not be angry with him, for that it was at the request of General Gunn, and he would pay the expense.

Sworn to, as aforesaid.

JOHN SHEPPERD.

David Glen, sworn, saith, that he went down to Augusta during the last session of the Legislature, whilst the act for the sale of the Western lands was under the deliberation of the General Assembly; that he put up with Mr. Wilkinson and Mr. Shepperd, two members of the General Assembly, at Mr. McTeer's in Augusta; that he frequently talked with Mr. Wilkinson on that subject, and advised him not to agree to sell it, for it would hurt his popularity; that the said Wilkinson said it would not, for that he thought it was best. That, after the deponent found the land would be sold, he was desirous to get part of it, and applied to Mr. Cox, one of the trustees in one company, to

know if he could get part; that Mr. Cox told the deponent he could not, for that all the shares were taken up; that he then applied to the said Reuben Wilkinson to know if he could get him a part, who said he would, and did let the deponent have a share, which was in the name of the said Reuben Wilkinson, and was for about twenty-seven thousand acres, or thereabout, subject to a deduction. The deponent further saith, that he frequently heard Reuben Wilkinson say, after the Legislature rose, that he should make a great deal of money by that measure; that during the sitting of the Legislature, Mr. Longstreet frequently urged the deponent to try to prevail on Mr. Shepperd, another member, to go home; the deponent said he could not influence Mr. Shepperd; the deponent understood, and believed that the said Longstreet wished to get Mr. Shepperd to go home, to prevent him voting against the sale of the lands, that he likewise had a conversation with Mr. Wilkinson, who also asked the deponent if Shepperd would not go home. The deponent answered he did not know. When Wilkinson replied, by God I wish he would. The deponent further saith, that, before the Assembly rose, and before the Governor signed the bill, he, the said Wilkinson, showed the deponent two written certificates, for four shares each, or for a certain number of acres, the deponent does not precisely recollect, which said certificates did not mention that any sum was to be paid for them. They were signed by Nathaniel Pendleton, Chairman. He believes that, afterwards, the said Wilkinson showed the deponent two printed certificates from the Tennessee Company, one from the Georgia Company, for fifty-six thousand acres, signed by James Gunn, Matthew McAllister and George Walker, he believes, and two printed certificates from the Georgia Mississippi Company; that the said Wilkinson informed the deponent the first two written certificates had been given up, and that he had received the last two printed ones in lieu thereof.

DAVID GLEN.

Sworn to, as aforesaid.

Robert Flournoy, Esq. being duly sworn, saith that, at the last session of the Legislature before the last, he made an acquaintance with Judge Pendleton; that the said Judge Pendleton contemplated and made proposals to the Legislature to purchase a part of the vacant territory; that he then offered the deponent a share, provided the business succeeded; that not being the case, the deponent attended at the last session, when that subject came on the carpet again. That then William Longstreet called on the deponent one morning, at his lodgings, and informed him that he, the deponent, was set down for a share of seventy-five thousand acres, in the Georgia Company; that the deponent was informed that he was set down by the influence of General Gunn; the deponent further saith that the meetings of the Georgia Mississippi Company were held at the deponent's quarters; that he was present at some of their meetings, and during the passage of the act for the disposal of the Western lands, he thinks General Gunn sent for the deponent, and asked him if he was intimate with Henry Mitchell, Esquire, a Senator from the county of Warren. The deponent answered he was. General Gunn then requested the deponent to go to him, the said Mitchell, and propose to him to take a share of seventy-five thousand acres of the lands, on the same terms of the other purchasers, and, at the same time, to urge him to vote for selling the land: the said Gunn mentioned that Captain Raines had a share of fifty-six thousand acres, or thereabouts, who was a brother-in-law to Mr. Mitchell, but that Mr. Mitchell should have a share exclusive of that. The deponent did make such a proposal, which Mr. Mitchell refused. The deponent further saith, that the said General Gunn requested him, at some time during that session, and before the bill for selling the land was passed, to go to Roberts Thomas, a member of the Senate from Hancock county, and know if he was earnest in the business, for that he was fearful he did not intend to be uniform, for he was afraid the fellow was frightened, or words of that nature; that the deponent did call on Mr. Thomas for that purpose, who told him that he meant to be uniform. The deponent, after the rising of the Legislature, saw the said Thomas in the streets of Augusta, when the said Thomas made this observation, "they blame me for speculation, now I will speculate, Flournoy; you have been speculating all your life, and I will make more money in two years than you have made in your whole life." The deponent replied, I believe you have made more in two months, or less time.

R. FLOURNOY.

Sworn to, as aforesaid.

Robert Flournoy, Esq. further saith, that Roberts Thomas, Esq. in a conversation on the subject before the meeting of the last Legislature, told the deponent he should be in favor of a sale, as he thought it would be an advantage to the State, if it came forward in a favorable shape. The deponent further saith, that General Gunn likewise told the deponent, during the sitting of the Legislature, that no member of the Legislature should or could expect to have a share if he did not vote for the bill.

R. FLOURNOY.

THOMAS LEWIS.

James Simms, Esq. one of the Representatives from the county of Columbia, being duly sworn, saith, that he had frequent conversations with Roberts Thomas, Esq. a member of the Senate of this State, at the last session of the Legislature at Augusta; that the deponent did frequently, during that session, and whilst the act for the disposal of the Western territory was in agitation, advise the said Roberts Thomas not to vote for the sale of the lands; that the said Thomas said there was an opportunity of making something very clever, and if he did vote for it, he would; the deponent told the said Roberts Thomas, that the purchasers would deceive him, and after he had voted in favor of it, he would get nothing; to which the said Thomas replied, he would take care to make himself secure before he gave his vote.

The deponent further saith, that, during the last session of the Legislature, whilst the said bill for the disposal of the Western lands was on the carpet, General Gunn called on the deponent, and told him that he was fearful the bill would be lost. Luke Mann, Esq., a member of the Senate, as the deponent understood that day, voted against the bill; Gunn then said, Simms, I suppose, from what I have heard, you are a poor man, and you now have an opportunity of making something handsome for yourself and family; if you will prevail on Mann to vote for the bill, I will give you fifty thousand acres of land. The deponent further saith, that the said Gunn told the deponent he would give the same, if he would get Mr. Wood, a senator, to vote for it, or any other member of the Senate; that he was in company with Mr. John King, and Mr. Samuel Wright, two members of the same Senate, at their quarters in Augusta; that a conversation arose about the sale of the Western lands; the deponent expressing himself opposed to that measure, the said John King and Samuel Wright told the deponent he ought not to oppose it, for he might make something clever if he would come into the measure, or words of that nature.

JAMES SIMMS.

Sworn to, as aforesaid.

Burrall Pope, Esq. one of the members of the last and present Senate of this State, being duly sworn, saith, that being a member of the Senate at the last session of Legislature, he lodged at Mr. Herbert's, in Augusta, with Mr. Harrison Musgrove, then a member of the House of Representatives, from the said county; that one evening, whilst the bill for the disposal of the Western territory was in its passage, the said Musgrove told the deponent he had found out more than ever he knew before; that he had discovered there were two shares in Cumming's Company reserved for himself and every member that would take them; the deponent further saith that, at another time, said Musgrove said to the deponent, Friend Pope, I am authorized to tell you that you can have one hundred guineas for your part; to which the deponent answered he had no part; that another time the said Musgrove further told the deponent he might get five hundred silver dollars.

BURRALL POPE.

Sworn to, as aforesaid.

Henry G. Caldwell, Esq. being duly sworn, saith, that, during the sitting of the last convention at Louisville, the deponent had a conversation with General Gunn, when the said Gunn asked the deponent who was to be Governor next year; the deponent said he heard Judge Stith mentioned; the said Gunn shook his head and said it would not do, that Stith had been ungrateful to his poor relations, for that he had made a great deal of money by the speculation and had not been generous to them: the deponent asked the said General Gunn, how much Judge Stith had made by that business; General Gunn answered, thirteen thousand dollars. The deponent then asked the said Gunn if the said Stith had a share in the lands; to which General Gunn gave no direct answer, but said he had engaged to give Judge Stith thirteen thousand dollars for his influence in passing the law for disposal of the lands; that if the law passed, Stith was to have the money; that the law had passed, and that, in consequence, he had given him a draught for the money, and he either had received, or would receive it.

HENRY G. CALDWELL.

David B. Mitchell, a member of the last as well as the present Legislature of the said State, being duly sworn, maketh oath and saith, that on his return from Augusta, after the rising of the Legislature, he rode in company with Thomas Wyly, Esq. a member of the Senate of that Legislature from the county of Effingham, when a conversation took place between this deponent and the said Thomas Wyly, on the subject of the sale of the Western territory of this State, which took place during that session: when the said Thomas Wyly told this deponent that he, the said Wyly, had sold a share which he held in one of the companies who had purchased the said territory, to one Wilson, a merchant in Augusta, for which he had got a negro fellow named Dublin, which was either in full or in part for the said share; but this deponent believes the negro was only in part, for the said Wyly also informed this deponent that he had some money besides, which was paid him on account of said share; and farther, that the said negro Dublin was then riding behind the carriage in which the said Wyly and this deponent were; and this deponent further saith that, at the same time, the said Wyly told this deponent that he would make eight or ten negroes by the shares he held in the different companies who purchased the said territory; that this deponent then observed to the said Wyly, that he had not made as much as some others of the Senate had; when the said Wyly observed that he had engaged too soon, that he was not so lucky as some of them who had held off until the last.

D. B. MITCHELL.

Sworn to, as aforesaid.

Henry Mitchell, Esq. Senator from the county of Warren, in the last and present General Assembly, being duly sworn, saith, that during the sitting of the last Legislature at Augusta, the deponent was sent for by Mr. Cumming, one of the grantees of the Georgia Mississippi Company, to his house, where, in a conversation about the sale of the Western territory, the said Mr. Cumming asked the deponent his opinion as to the propriety of such sale; the deponent answered it was a subject that would come before him in the Senate, and, consequently, he did not think proper to form his opinion before it did come forward; that the said Mr. Cumming further told the deponent, that, provided he thought it right to sell the lands, he should not be precluded from having a share, although a member, for that the companies had made provision for shares for all the members, provided they thought fit to take them.

HENRY MITCHELL.

Sworn to, as aforesaid.

James M'Niel, Esq. a member of the Representative branch of the last Legislature, and now a member of the Senate, being duly sworn, saith that, in a short space of time after the adjournment of the last Legislature, he was in the town of Augusta, in company with Andrew Innis, who told him that he was one of the associates contemplated in an act passed by the aforesaid session, for disposing of a part of the Western territory of this State; that the purchasers and their associates were reduced to the necessity of passing a credit in favor of Roberts Thomas, then Senator of Hancock county as an associate, for the full amount of eight clear shares of land, without his paying one shilling for the same; whereby they did procure the vote and interest of him, the said Thomas, in passing the aforesaid act. That after the Legislature adjourned, the said Roberts was alarmed, and did propose to sell or let his eight shares, as aforesaid, revert to the grantees and their associates, for a sum not less than three nor more than five thousand dollars, which proposal was acceded to; and that he, as one of the associates, was called in for his proportionate part of the aforesaid sum, which he did pay; whereby the claim of the aforesaid Roberts was thereby extinguished for and in the behalf of the grantees and their associates, or words to that effect.

JAS. M'NIEL.

Sworn to, as aforesaid.

John Thomas, being duly sworn, saith, that his late brother, Roberts Thomas, a member of the Senate at the last Legislature, told the deponent that the companies who purchased the Western lands had complimented the said Roberts Thomas with something, either a share or shares, or something of that kind; that he does not suppose that his late brother could have had the sum of two thousand dollars in cash before the meeting of the Legislature, nor had he sold any part of his property about that time, as the deponent knew of; the deponent further saith, that his late brother was possessed of a note of hand for nine hundred dollars given by Jacob Walburgher, to which the name of A. Jones is signed as a witness; that he does not know that his brother sold Mr. Walburgher any property. The deponent further saith, that after his brother was wounded, he told the deponent he had voted for the sale of the lands, and thought he had done right, and was it to do again, he should do the same; that the deponent does not believe that the companies gave the said R. Thomas any moneys; and that if he had a large sum of money, he must have got it by the sale of the lands or shares which the companies had given him, as he supposes.

JOHN THOMAS, Jr.

Sworn to, as aforesaid.

James Lucas, being duly sworn, saith, that some time after the breaking up of the last Legislature, when Roberts Thomas, Esq. as a member of Senate in that Legislature had returned to Hancock county, that this deponent heard that the said Roberts Thomas was either selling, or about to sell off all his property, and to remove; that this deponent then went, with some of his neighbors, to the house of said Thomas, and had some conversation with him on the sale of the Western territory; when the said Roberts Thomas informed him, this deponent, that he was, and always had been, in favor of the sale of said territory, and that the companies who had purchased the same had let him have a share or two in the said lands; and this deponent further saith, that on the day of election for members to Congress, the deponent saw a Mr. Walburgher at the election for Hancock county, who informed the deponent that he had purchased a share of the said lands from the said Roberts Thomas, and that he had given his note of hand for the same for nine hundred dollars, which share he, the said Walburgher, had afterwards sold, by which he made a profit of one hundred and twenty-five dollars; and this deponent further saith, that on or about the day on which the last Legislature adjourned, he was in Augusta, and that John King, Esq. a member of the Senate, carried the deponent to the house of Mr. Thomas Cumming, and there spoke, as he believes, to one of the grantees of the Georgia Mississippi Company, to let the deponent have a share in said company; that the deponent did, in consequence thereof, receive a certificate for one share, for which he paid one hundred dollars; and further, that some time in the beginning of August last, this deponent, being in Augusta, saw Mr. Reuben Wilkinson, a member of the last Legislature, there, who informed the deponent that he had a share in the Tennessee Company, and that he had but a few minutes before paid the balance of the purchase money therefor.

JAMES LUCAS.

Sworn to, as aforesaid.

Captain Robert Raines, being duly sworn, saith, that a day or two before the adjournment of the last Legislature, he was in Augusta, and in company with John King, Esq. a member of the Senate in that Legislature; that this deponent introduced to the said John King, Captain James Lucas; that said King then asked the said Lucas into the house where the said King lodged, to drink some grog with; that, when the said King came out of the house, he informed this deponent he had given the said Lucas a share, by which he understood a share in some of the companies who purchased the Western territory, and observed, at the same time, with an oath, that he had more lands besides than he and his sons knew what to do with; and that the deponent afterwards asked Captain Lucas whether the said King had given him the said share, and was answered that he had, but that he, the said Lucas, was to pay the purchase money. And this deponent further saith, that, during the sitting of the last Legislature, and previous to the passing of the act for the sale of the Western territory, Philip Clayton, Esq. Treasurer of this State, called on this deponent, and informed him, if you could prevail on Mr. Mitchell, a member of the Senate in that Legislature, and the brother-in-law of this deponent, to go home, he, the deponent, might have five hundred dollars, pounds, or guineas, this deponent does not remember which, and any appointment from the Legislature he would ask, which was in their power to give. The said Clayton observed, at the same time, that as the deponent was the brother of Mr. Mitchell, he thought he might have influence enough with him to prevail on him to go home, as the act would be passed whether he went home or not; to which the deponent made some small reply, and the said Clayton then said, he hoped the deponent would not think any thing of him, for he was authorized to say what he did. And this deponent further saith, that some time on or about the 1st of August last, he was in Augusta, and saw Richard Warsham, a member of the last Legislature, there, who had a share in the Georgia Company, commonly called Gunn's Company, and was offering the same for sale to Mr. Maher; that this deponent also saw Reuben Wilkinson, a member of the last Legislature, in Augusta, at the same time, who informed this deponent he had shares in the purchase of the Western lands, and that he wished to sell them.

ROBERT RAINES.

Sworn to, as aforesaid.

Andrew Baxter, being duly sworn, maketh oath, that some time previous to the passing of the first bill for the disposal of the Western territory of this State, by the last Legislature, the deponent being at Augusta, and conceiving it a step hurtful to the country, thought it his duty to give his thoughts to the representation of his county, which was Hancock, and accordingly called on Senator Roberts Thomas, and reproached the act, which said Thomas vindicated; that the deponent told him that it would be generally thought he was interested, if he voted in favor of the bill, when it was so generally disapproved of by his constituents; to which the said Thomas replied, that he did not know he was interested, but that those who voted in favor of the bill were provided for in the articles of the different companies; upon which the deponent replied, he should consider that as indirect bribery.

ANDREW BAXTER.

Sworn to, as aforesaid.

William Sallard, of the county of Hancock, being duly sworn, maketh oath, that on or about the 22d, 23d, or 24th day of January, 1795, he, the deponent, was at Augusta, procuring some articles and disposing of some tobacco, and that, during the said term, he was at General Glascock's, one of the grantees of the Western territory; that a conversation took place between the General and himself relative to it, and concerning Roberts Thomas, the Senator (in the Legislature which disposed of it) for the said county of Hancock; that the General asked the deponent what the people of Hancock thought of Thomas, and if they would kill him; the deponent replied, he did not know they would kill him, but that he would stand a good chance of chugging a sapling, or words to that effect; for they had an idea that Thomas was bribed; the General replied that he did not know that he was bribed, but he had a good deal of the land; that he himself had purchased some of the shares, and had paid himself, with a Mr. Nightingale, to Thomas, seventeen hundred dollars, to the best of this deponent's recollection; and four hundred dollars to John Thomas, as he believes Roberts Thomas's brother, for the land. That the General further said, the other companies he expected had also paid the said Roberts Thomas as much money for lands or shares as he had paid. That he, yesterday, in his way down, met with John Thomas, the said Roberts Thomas's brother, who acknowledged to the deponent that he had received money from General Glascock.

WILLIAM SALLARD.

Sworn to, as aforesaid.

OFFICE OF CLERK OF THE HOUSE OF REPRESENTATIVES.
GEORGIA, Louisville, 25th August, 1801.

I do certify that the annexed eight sheets contain a true extract from the journal of the House of Representatives of this State, at a session of the General Assembly in January, 1796.

GEO. R. CLAYTON, for
HINES HOLT, Clerk H. R.

G.

Accompanying the report of the Commissioners appointed to settle limits with the State of Georgia.

There were deposited in the treasury of the State of Georgia, under the usurped act of the 7th of January, 1795, five hundred thousand dollars, as the pretended consideration money for the Western territory of this State, by the pretended purchasers, who formed themselves into the following companies, to wit:

Georgia Company, consisting of James Gunn, Matthew McAllister, George Walker, and their associates,	250,000
Georgia Mississippi Company, consisting of Nicholas Long, Thomas Glascock, Thomas Cumming, Ambrose Gordon, and their associates,	155,000
Tennessee Company, consisting of Zachariah Cox, Matthias Maher, and their associates,	60,000
Upper Mississippi Company, consisting of John B. Scott, John C. Nightingale, and Wade Hampton,	35,000
	<u>\$500,000</u>

From which several sums of money, the following applicants, under acts of the Legislature of this State, have withdrawn the respective amounts opposite their names.

Names of Applicants.	To which Company belonging.	Number and date of return order.	Amount.
John Whitney, - - -	Georgia Company, - - -	No. 1, January 23, 1798, -	141 01
Thomas Johnson, - - -	Tennessee Company, - - -	2, June 1, 1798, -	229 60
John B. Gerrideau, - - -	do. do. - - -	3, do. - - -	70 00
John B. Gerrideau, - - -	Georgia Mississippi Company, - - -	4, do. - - -	138 11
George Parker, - - -	Georgia Company, - - -	1, February 20, 1799, -	5,880 00
John Curry, - - -	do. do. - - -	2, February 21, 1799, -	3,500 00
Owen Owens, - - -	do. do. - - -	3, do. - - -	3,500 00
Richard Wayne, jun. - - -	Georgia Mississippi Company, - - -	4, March 16, 1799, -	400 00
Fanny Forsyth, on behalf of her son	do. do. - - -	5, March 18, 1799, -	400 00
J. Forsyth, a minor, - - -	do. do. - - -	6, March 25, 1799, -	2,000 00
John Fox, - - -	Georgia Company, - - -	7, do. - - -	1,000 00
George Ker, - - -	do. do. - - -	8, do. - - -	2,000 00
Emanuel Wambersie, - - -	do. do. - - -	9, do. - - -	1,000 00
Matthew Johnson, James Robertson,	do. do. - - -	10, do. - - -	2,000 00
and James Johnston, - - -	do. do. - - -	11, March 27, 1799, -	2,400 00
John M'Iver, - - -	Georgia Mississippi Company, - - -	12, do. - - -	714 25
John Taylor, - - -	do. do. - - -	13, do. - - -	6,899 99½
John Taylor, - - -	Georgia Company, - - -	14, do. - - -	400 00
Andrew M'Credie, - - -	Georgia Mississippi Company, - - -	15, March 28, 1799, -	876 01
Andrew M'Credie, - - -	Tennessee Company, - - -	16, do. - - -	118 24
Andrew M'Credie, - - -	Upper Mississippi Company, - - -	17, March 30, 1799, -	1,000 00
Richard Wayne, - - -	Georgia Company, - - -	18, April 29, 1799, -	365 50
Michael Burke, - - -	Georgia Mississippi Company, - - -	19, June 8, 1799, -	16,838 33
William Longstreet, - - -	Georgia Company, - - -	20, August 7, 1799, -	4,184 69½
Andrew M'Credie, David M'Credie,	do. do. - - -	21, do. - - -	2,625 53
and James Gregory, - - -	Georgia Mississippi Company, - - -	22, do. - - -	658 61
The same three persons just above,	Tennessee Company, - - -	23, do. - - -	421 67
Do. do. - - -	Upper Mississippi Company, - - -	24, September 23, 1799, -	116 66½
Do. do. - - -	Tennessee Company, - - -	25, September 28, 1799, -	143 00
Joseph Downs, - - -	do. do. - - -	26, September 30, 1799, -	2,000 00
Thomas Napier, - - -	do. do. - - -	27, October 9, 1799, -	116 66½
Zachariah Cox, - - -	Georgia Mississippi Company, - - -	28, do. - - -	1,000 00
Joseph Miller, - - -	Georgia Company, - - -	29, November 8, 1799, -	143 00
Messrs. Kenneday and Parker, - - -	Tennessee Company, - - -	30, November 20, 1799, -	143 00
James Hamilton, - - -	do. do. - - -	31, December 13, 1799, -	1,823 00
Charles Crawford, - - -	Georgia Mississippi Company, - - -	32, do. - - -	273 10
James Murren & Co. - - -	Upper Mississippi Company, - - -	33, do. - - -	364 79
Do. do. - - -	Georgia Company, - - -	34, January 15, 1800, -	233 33½
Messrs. Hamilton and Harper, - - -	do. do. - - -	35, do. - - -	1,200 00
John Wilson, - - -	Georgia Mississippi Company, - - -	36, March 6, 1800, -	429 00
Gustavus Gaines, - - -	Tennessee Company, - - -	37, March 8, 1800, -	116 67½
Henry Smerdon, - - -	Georgia Mississippi Company, - - -	38, March 25, 1800, -	2,683 53
James Murren & Co. - - -	Georgia Company, - - -	39, do. - - -	214 32
Do. do. - - -	Tennessee Company, - - -	40, do. - - -	350 00
Do. do. - - -	do. do. - - -	41, do. - - -	1,403 35½
James Warrington, - - -	Georgia Mississippi Company, - - -	42, April 7, 1800, -	3,600 00
Do. do. - - -	Georgia Company, - - -	43, do. - - -	9,473 33
Zachariah Cox, - - -	do. do. - - -	44, April 9, 1800, -	13,267 07½
Thomas D. M. Johnston, - - -	Tennessee Company, - - -	45, April 15, 1800, -	74 66½
David M'Cormick, - - -	Georgia Company, - - -	46, April 18, 1800, -	165 86
Do. do. - - -	Upper Mississippi Company, - - -	47, do. - - -	182 53½
Geo. Sibbald, att'y for Jas. Greenleaf,	Tennessee Company, - - -	48, April 22, 1800, -	4,350 00
Joseph G. Posner, - - -	Georgia Company, - - -	49, do. - - -	2,824 10½
Do. do. - - -	Upper Mississippi Company, - - -	50, do. - - -	646 33½
Do. do. - - -	Georgia Mississippi Company, - - -	51, do. - - -	321 12
Do. do. - - -	Tennessee Company, - - -	52, do. - - -	121 33
M. Maher, A. Harper, and Q. Ham-	Georgia Mississippi Company, - - -	53, May 7, 1800, -	5,600 00
ilton, - - -	do. do. - - -	54, do. - - -	800 00
Peter Robinson, by attorney, - - -	do. do. - - -	55, do. - - -	400 00
John Powell, by attorney, - - -	Tennessee Company, - - -	56, May 9, 1800, -	898 00
Joseph Ryan, - - -	do. do. - - -	57, May 27, 1800, -	405 41½
Joseph G. Posner, - - -	Georgia Mississippi Company, - - -	58, August 12, 1800, -	116 66½
John A. Hoffer, - - -	do. do. - - -	59, November 15, 1800, -	1,600 00
Richard and Charles Tubman, by at-	Georgia Company, - - -	60, November 21, 1800, -	157,219 93½
torney, - - -	Georgia Mississippi Company, - - -	61, December 5, 1800, -	400 00
John Hall, - - -	Tennessee Company, - - -	62, January 31, 1801, -	2,728 00
David Robinson, by attorney, - - -	do. do. - - -	63, March 2, 1801, -	21,080 61½
Thomas Gilbert, - - -	Georgia Mississippi Company, - - -	64, April 13, 1801, -	1,600 00
Zachariah Cox, - - -	do. do. - - -	65, May 9, 1801, -	7,520 00
Andrew M'Credie, - - -	do. do. - - -	66, July 3, 1801, -	509 65
Levin Wailes, - - -	Tennessee Company, - - -	67, do. - - -	140 81
Oliver Porter, by attorney, - - -	Georgia Mississippi Company, - - -	68, October 1, 1801, -	400 00
Benajah Smith, by attorney, - - -	do. do. - - -	69, November 12, 1801, -	400 00
William Kenneday, - - -	Georgia Company, - - -	70, February 1, 1802, -	604 71
William F. Booker, - - -	do. do. - - -	71, May 17, 1802, -	800 00
James Murren, - - -	Georgia Mississippi Company, - - -		
Thomas Davis, - - -			
			\$310,695 14½

TREASURY OFFICE, GEORGIA, Louisville, 10th August, 1802.

EDWIN MOUNGER, Treasurer.
I. MERIWETHER, Comptroller General.

To JAMES MADISON, ALBERT GALLATIN, and LEVI LINCOLN, Esquires, Commissioners of the United States, appointed in pursuance of an act of Congress, entitled "An act for an amicable settlement of limits with the State of Georgia, and authorizing the establishment of a Government in the Mississippi territory," and of an act supplementary to the same act.

GENTLEMEN:

The undersigned having exhibited claims to certain portions of the territory lately ceded by the State of Georgia to the United States, and the vouchers in support thereof, which, they trust, are full and satisfactory, do now, in conformity to the further provisions of said acts of Congress, submit to your consideration and opinion the following propositions, which they offer as the terms of a compromise of the claims of themselves and their respective constituents.

The individuals, and companies of individuals, whose claims the undersigned represent, will release to the United States all their right, title, and interest, in and to the territory, lands, and soil, by them claimed, on the following conditions, that is to say:

1st. That the Government of the United States will, during the present session of Congress, provide, by law, for the appropriation of five millions of the most valuable acres of the land ceded to the United States by the State of Georgia, in such manner as not to interfere with their engagements to the State of Georgia, in their late act of cession, or the grants therein recognized, to be disposed of under the authority of the United States, for a sum not less than two dollars per acre, clear of all expense or charge, for the purpose of compensating for the claims for which the said five millions of acres are therein reserved; and that said five millions of acres shall be the first sold, after a quantity of other of the ceded lands shall be disposed of sufficient to pay the State of Georgia the one million two hundred and fifty thousand dollars, contracted to be paid in their said act of cession.

2d. In order to make a complete settlement of said compensation at this time, and to vest the title of the claimants in the United States, as soon as may be, the undersigned, for themselves and those whom they represent, propose and consent that the proceeds of the sales of the said five millions of acres of land be now estimated at the minimum sum of ten millions of dollars, and that the same be divided and apportioned between the United States, for the purposes hereinafter expressed, and the individuals and companies of individuals, whose claims the undersigned represent, in the following manner:

3d. The United States shall retain, out of the said gross sum of ten millions of dollars, the proportion of *two hundred and fifty thousand dollars*, for the purpose (if they think it just and fit) of quieting, or compensating for, any claims supposed to fall within the description of those for which the said five millions of acres of land were reserved in the cession aforesaid, other than those which derive their title from the State of Georgia, under the act of said State, passed January 7th, A. D. 1795, and granted to four companies, called in said act, "*The Georgia Company*," "*The Georgia Mississippi Company*," "*The Tennessee Company*," and "*The Upper Mississippi Company*."

4th. Of the remainder of said gross sum, *four millions eight hundred and seventy-five thousand dollars*, shall be the apportionment to the holders of the title of "*The Georgia Company*," out of which the United States shall retain the proportion of *two hundred and fifty thousand dollars*, to represent one million of acres of land, reserved in said grant for citizens' rights, to be disposed of to those who may lawfully represent the same; the remaining proportion of *four millions six hundred and twenty-five thousand dollars* shall be apportioned among those who now hold the residue of the title of the said "*Georgia Company*," according to their respective interests therein. And whereas, it is suggested that claims may be made to some parts of the land granted to the said "*Georgia Company*" by the act aforesaid, and under the same grant, other than those represented by the undersigned, and some of the individual claims under said grant may conflict with each other in whole or in part, as well as that the United States may make claim to some part thereof, under the same grant; it is, therefore, proposed and agreed that, in case any such claims shall be made, or so conflict, the same shall be adjudged and decided on, according to the rules which govern in courts of law and chancery, by the commissioners to whom these propositions are addressed; or, in case the parties shall not agree thereto, by three arbitrators, one of whom shall be chosen by each party, and the third by both the parties; and in case both parties shall not agree in the choice of a third arbitrator, he shall be chosen by the other two arbitrators; and the award, in writing, under the hands of said commissioners, or any two of them, or of said arbitrators, or any two of them, after a hearing of the parties by the three, shall be final. And the United States shall retain the proportion of allowance made to any claimants in said Georgia Company who shall not agree to such compromise, and release their title to the United States, agreeably to such decision. And the United States shall also retain all such portions of the aggregate residue sum assigned to said Georgia Company, as shall not appear to be represented by any claim, or established by decision, as aforesaid, but subject to the contingency hereinafter mentioned. It is understood, however, that those claimants in said Georgia Company, whose claims do not appear to be subject to controversy, as aforesaid, shall in no way be delayed by any thing contained in this article, from receiving the proportion which may be due to them, but they shall be entitled to receive the same as speedily as the claimants in any other company, in which no such controversy exists.

5th. *Three millions twenty-two thousand five hundred dollars* shall be the apportionment of the holders of the title of the "*Georgia Mississippi Company*," out of which the United States shall retain the proportion of *one hundred and fifty-five thousand dollars*, to represent six hundred and twenty thousand acres of land, reserved in said grant for citizens' rights, to be disposed of to those who may lawfully represent the same; and the remaining proportion of *two millions eight hundred and sixty-seven thousand five hundred dollars* shall be apportioned among the members of the "*New England Mississippi Land Company*," so called, who hold, under their trustees, Leonard Jarvis, Henry Newman, and William Hull, all the residue of the title of the said "*Georgia Mississippi Company*," which apportionment shall be made by the directors of said "*New England Mississippi Land Company*," agreeably to their articles of covenant and agreement.

6th. *One million one hundred and seventy thousand dollars* shall be the apportionment to the holders of the title of "*The Tennessee Company*," out of which the United States shall retain the proportion of *sixty thousand five hundred dollars*, to represent two hundred and forty-two thousand acres of land, reserved in said grant for citizens' rights, to be disposed of to those who may lawfully represent the same; and the United States shall also retain thereout the further proportion of *twelve thousand five hundred dollars*, to represent what is called the commissioners' reservation in said grant; the remaining proportion of *one million ninety-seven thousand dollars* shall be apportioned among those who now hold the residue of the title of the said "*Tennessee Company*," according to their respective interests therein. And whereas, it is suggested that controversies of a nature similar to those which are supposed to exist among the claimants in the Georgia Company may also take place among those of the Tennessee Company; it is, therefore, agreed, that in case any such may exist, they shall be adjudged and decided on, in the same mode and manner, and under the same conditions and restrictions, as are provided for the termination and decision of such controversies among the claimants under "*The Georgia Company*."

7th. *Six hundred and eighty-two thousand five hundred dollars* shall be the apportionment to the holders of the title of "*The Upper Mississippi Company*," out of which the United States shall retain the proportion of *thirty-four thousand five hundred dollars*, to represent one hundred and thirty-eight thousand acres of land, reserved in said grant for citizens' rights, to be disposed of to those who may lawfully represent the same; and the remaining proportion of *six hundred and forty-eight thousand dollars* shall be apportioned among the associates who hold, under Adam Tunno, James Miller, and James Warrington, the whole of the residue of the title of said "*Upper Mississippi Company*," to be apportioned according to the shares held by each.

8th. The undersigned, for themselves and those whom they represent, further propose and consent to the following terms of payment of the several allowances, apportioned, and to be apportioned among them, as aforesaid, viz: That the Government of the United States will, during the present session of Congress, further provide by law for the issuing from the treasury of the United States, certificates or evidences of the several allowances to the individuals, or companies of individuals, who are or shall be found entitled to the same, as aforesaid; which certificates

shall bear date the first day of April, A. D. 1803, and shall be made payable in three annual and equal instalments, the first of which shall be payable on the first day of April, A. D. 1805, out of the first proceeds of the sales of the said five millions of acres of land, appropriated as aforesaid; and in case of the suspension of the payment of any instalment, on account of the deficiency in the proceeds of the sales, an interest of six per cent. annually, shall be allowed thereon, from the time when due, to the time when paid; and if the proceeds of the sales shall exceed the sum due on any instalment, the United States shall not be held to anticipate the payment of the next instalment; but, if the proceeds of the sales are less than the amount of any instalment when due, the holders of the certificates shall be obliged to receive, and the United States will pay, the whole amount of such proceeds at the time the instalment falls due; and the United States shall never be held to make payment of any part of the principal or interest mentioned in said certificates, excepting from the actual proceeds of the sales of five millions of the most valuable acres of land, ceded as aforesaid; but in case the proceeds of the sales of such portions of the said five millions of acres of land, as are represented by the holders of said certificates, shall not be found sufficient for the entire payment of the principal and interest of said certificates, then all such portions of the said five millions of acres of land as are retained by the United States, (except such parts of the two hundred and fifty thousand dollars as shall have been appropriated by them to the extinguishment of any other claims within the reservation of the act of cession of the State of Georgia,) together with all such sums of money as shall be received into the treasury for the said sales of said five millions of acres, above the said two dollars per acre, shall remain an eventual fund for the payment of any such deficiency.

9th. That the said certificates shall be issued for such amount, in each certificate, as shall be most convenient to the holders; and they shall be made transferable in the same manner as is provided by law for the transfer of the domestic debt of the United States; and after the payment of one million two hundred and fifty thousand dollars to the State of Georgia is completed, the said certificates shall be receivable in payment from any purchaser of any part of the land ceded by the State of Georgia, at the nominal amount of the sum expressed therein, with the interest (if any) which may have accrued thereon at the time of such payment; and no discount shall be made on any certificate paid for land, although such payment be made before the certificate has fallen due; but the amount of any certificates thus paid in, shall not be considered as money in the treasury, by which any part of an instalment is to be paid to the holders of the certificates in circulation.

10th. In case the proceeds of the five millions of acres of land which shall be first sold, or so much thereof as the claimants under the aforesaid act of Georgia may be entitled to receive, according to the foregoing propositions, shall prove insufficient to discharge the principal and interest of said certificates, the holders of said certificates shall be entitled to receive what may so remain due thereon out of the proceeds of the sales of any other of the lands ceded as aforesaid: *Provided*, That they shall not, in any event, receive, in the whole, a greater amount than the proceeds of those five millions of acres, in said lands, which shall ultimately be sold for the highest price or prices.

11th. The claimants consent that no certificates shall be delivered, until all such deeds, documents, and other papers, by them exhibited, as the commissioners of the United States shall judge necessary, nor until a deed of release to the United States of all the claimants' right, title, and interest, in and to the lands by him or them claimed, who are to receive the certificates, shall be duly lodged in the office of the Secretary of State of the United States.

These propositions, gentlemen, are made by the undersigned, as the result of your communications, and are shaped more under the influence of a sincere desire to meet the wishes and views of the Government of the United States, in the arrangement of this important object, than from an expectation of realizing a full compensation for property surrendered to public use; they feel confident that Congress will view them in the same light, and readily accede to the terms; but should they be disappointed in their expectations, and should these propositions of compromise fail of meeting the approbation and sanction of Congress, we think it necessary to make it clearly understood, that nothing contained herein shall be construed to imply an assent, on the part of the claimants, to the act of cession of the State of Georgia, or in any way to avail the United States, to the prejudice of the claimants.

With the highest considerations of respect, and attachment to the Government of the United States, and of personal esteem to yourselves, we are,

Gentlemen, your obedient servants,

WILLIAM HULL,
PEREZ MORTON,
SAMUEL DEXTER,
WIL. PAYNE,

For the New England Mississippi Land Company, and such portions in the Georgia Company as are stated in claims by us exhibited.

JNO. PECK,

For myself, as represented in my claim.

JOSEPH SANDS,

For those he represents.

JOSEPH PEPPIN,

Agent to the whole of the Upper Mississippi Company.

JONA. ARNOLD, *for himself.*

N. LE FAVRE,

For himself, relying on the equity of his claim, and the honor of the Government.

JAMES STRAWBRIDGE,

Trustee for the Tennessee Company.

THO. YOUNG,

For self, and as attorney for Ben. Sims, claiming lands in the Georgia Company, as fully set forth in his memorial to the commissioners of the United States in November last; he knows of no conflicting claims to said lands, and believes they have equal pretensions with any of the claimants in any of the companies.

GEO. SIBBALD,

For those he represents.

SAM'L F. CONOVER,

For himself, and those he represents.

JANUARY 19, 1803.

K.

An act supplementary to an act, entitled "An act for appropriating a part of the unlocated territory of this State for the payment of the late State troops, and for other purposes therein mentioned, declaring the right of this State to the unappropriated territory thereof, for the protection and support of the frontiers of this State, and for other purposes."

Whereas, in and by the articles of confederation entered into and finally ratified on the first day of March, one thousand seven hundred and eighty-one, by the then thirteen United States of America, the territory within the limits of each of the said States is to each of them respectively confirmed and guaranteed; first, by the second article, to wit: "Each State retains its sovereignty, freedom, and independence, and every power, Jurisdiction, and right, which is not by the confederation expressly delegated to the United States in Congress assembled: and, secondly, by the last clause in the second section of the ninth article, no State shall be deprived of territory for the benefit of the United States,

And whereas, in and by the definitive treaty of peace, signed at Paris on the third day of September, one thousand seven hundred and eighty-three, the boundaries of the United States are established; and those boundaries

which limit the westward and southwestward parts of this State, are therein thus defined: "Along the middle of the river Mississippi, until it shall intersect the northernmost part of the thirty-first degree of north latitude; south, by a line drawn due east from the termination of the line last mentioned, in the latitude of thirty-one degrees north of the equator, to the middle of the river Appalachicola or Chattahoochee; thence, along the middle thereof, to its junction with the Flint river; thence, straight to the head of St. Mary's river; and thence, down along the middle of St. Mary's river, to the Atlantic ocean." Which boundaries coincide with the southwardly and westwardly boundaries recited in the land act now in force, passed at Savannah, on the seventeenth day of September, one thousand seven hundred and eighty-three; and by the convention held at Buford, on the twenty-eighth day of April, one thousand seven hundred and eighty-seven, between this State and the State of South Carolina, the northern boundary of the State is established "from the mouth of the river Savannah, up the said river to the confluence of Tugaloo and Keowee; thence up the Tugaloo, and from the source thereof, a due west line to the Mississippi, including islands."

And whereas, in and by the first clause of the sixth article of the Federal constitution of the United States of America, all engagements entered into before the adoption of the said constitution shall be as valid against the United States, under the said constitution, as under the confederation; by the third clause of the ninth section of the first article of the said constitution, no *ex post facto* law shall be passed; and by the second clause of the third section of the fourth article, the Congress shall have power to dispose of, and make all necessary rules and regulations respecting the territory or other property belonging to the United States; and nothing in this construction shall be so construed as to prejudice any claims of the United States, or of any particular State.

And whereas, the cession made by the State of North Carolina to the United States, by them accepted on the second day of April, one thousand seven hundred and ninety, is a full acknowledgment and recognizal on their part, that the several States not only have the right of pre-emption, but are in the full exercise of all territorial right within their respective limits. *And whereas*, notwithstanding the United States did, on the twenty-second day of July, one thousand seven hundred and ninety, by an act to regulate trade and intercourse with the Indian tribes, enact and declare, that no sale of lands made by Indians, or any tribe or nation of Indians, within the United States, shall be valid to any person or persons, or to any State, whether having the right of pre-emption to such lands or not, unless the same shall be made and duly executed at some public treaty held under the authority of the United States; and did, on the seventh day of August, one thousand seven hundred and ninety, by a treaty held at New York with certain Creek Indians, stipulated by the fourth article of the said treaty, that the boundary between the citizens of the United States and the Creek nation is, and shall be, "from where the old line strikes the Savannah; thence up the said river, to a place on the most northern branch of the same, commonly called the Keowee, where a northeast line, to be drawn from the top of Oconee mountain, shall intersect; thence along the said line, in a southwest direction, to the Tugaloo river; thence to the top of the Currahee mountain; thence to the head, or the source of the main south branch of the Oconee river, called the Appalachee river; thence down the middle of the main south branch and river Oconee, to its confluence with the Ocmulgee, which form the river Altamaha; and thence down the middle of the said Altamaha, to the old line on the said river; and thence along the said old line to the river St. Mary's;" and, by the fifth article, "that the United States solemnly guaranty to the Creek nation all their lands within the limits of the United States, to the westward and southward of the boundary described in the preceding article."

And, finally, whereas the State of Georgia aforesaid hath by no act, or in any manner whatever, transferred, alienated, or conveyed her right of soil or pre-emption, in any part of the vacant territory within the limits of the said State, to the United States, the cession dated the fifth day of February, one thousand seven hundred and eighty-eight, offered by the State of Georgia to the United States, having been by the said United States, in Congress assembled, on the fifteenth day of July, one thousand seven hundred and eighty-eight, rejected, in which rejection territorial rights are declared to rest on the spirit and meaning of the confederation. *And whereas*, the said proposed cession became void, and, on the part of this State, is hereby declared to be null and void, to all intents, purposes, and constructions.

Be it therefore enacted by the Senate and Representatives of the freemen of the State of Georgia, in General Assembly met, and it is hereby enacted by the authority of the same, That the State of Georgia aforesaid is in full possession, and in the full exercise of the jurisdictional and territorial right, and the fee simple thereof; and that the right of pre-emption to vacant and unappropriated lands lying westwardly and southwestwardly of the present Indian temporary line, and within the limits of the said State, and the fee simple thereof, together with the right of disposing thereof, are, and are hereby declared to be, in the State of Georgia; and for the purpose of raising a fund for carrying this act fully into effect,

Be it enacted, That all that tract or parcel of land, including islands, situate, lying, and being within the following boundaries, that is to say: Beginning on the Mobile bay, where the latitude thirty-one degrees north of the equator intersects the same; running thence up the said bay, to the mouth of lake Tensaw; thence up the said lake Tensaw, to the Alabama river, including Curry's, and all other islands therein; thence up the said Alabama, to the junction of the Coosa and Oaktuskee rivers; thence up the Coosa river, above the Big Shoal, to where it intersects the latitude of thirty-four degrees north of the equator; thence, a due west course, to the Mississippi river; thence down the middle of the said river, to the latitude of thirty-two degrees, forty minutes; thence a due east course to the mouth of Tombigbee river; thence down the middle of the said river to its junction with the Alabama river; thence down the middle of the said river to the Mobile bay; thence down the said Mobile bay to the place of beginning, shall be sold unto James Gunn, Matthew M'Allister, and George Walker, and their associates, called the Georgia Company, and their heirs and assigns, forever, in fee simple, as tenants in common, and not as joint tenants, for the sum of two hundred and fifty thousand dollars, to be paid in specie, bank bills of the United States, and warrants for the years one thousand seven hundred and ninety-one, one thousand seven hundred and ninety-two, one thousand seven hundred and ninety-three, one thousand seven hundred and ninety-four, and one thousand seven hundred and ninety-five; drawn by the Governor, the President of the Senate, and Speaker of the House of Representatives, in the following manner, that is to say: fifty thousand dollars to be deposited in the treasury previous to the passing of this act, and the remaining two hundred thousand dollars are to be paid on or before the first day of November next.

And be it further enacted, That whenever the said James Gunn, Matthew M'Allister, and George Walker, and their associates, or their agent or agents, shall produce to his excellency the Governor a receipt signed by the Treasurer, that they have deposited the aforesaid sum of fifty thousand dollars, according to the tenor and effect of this act, it shall then be the duty of his excellency the Governor, and he is hereby required to issue and sign to the said James Gunn, Matthew M'Allister, and George Walker, and their associates, their heirs and assigns, in fee simple, as tenants in common, and not as joint tenants, a grant for the aforesaid tract of country, they securing the last payment of two hundred thousand dollars to the State, by a mortgage to his excellency the Governor, and his successors in office, on the whole of the land so granted; which mortgage shall be immediately foreclosed, in case default shall be made in the payment of the said sum of two hundred thousand dollars, on or before the first day of November next, as aforesaid, in the Superior Court of any county within the State of Georgia, at the discretion of his excellency the Governor, any law or usage regulating the mode of foreclosing mortgages to the contrary, notwithstanding; and the whole sum of fifty thousand dollars deposited shall become forfeited to and for the use of the State; and the grant to be given to the said James Gunn, Matthew M'Allister, and George Walker, and their associates, to be, and the same, in that case, is hereby declared to be null and void.

And be it further enacted, That the said Georgia Company shall reserve for and to the use of the citizens of Georgia, exclusively, the quantity of one million of acres of their purchase, in the following manner, to wit: at the expiration of three months from and after the passing of this act, a subscription book shall be opened at the Treasury Office of this State, and be kept open for the term of four months thereafter, for the purpose of receiving subscriptions of the citizens, for the said reserved lands; *Provided*, That no person who shall otherwise become a member, or interested in either of the companies herein contemplated, shall be allowed to subscribe for any part of said reserved land; no person shall be permitted to subscribe for more than five thousand acres in his own name, or in the name of any other citizen, unless duly authorized and appointed by him for that purpose, under

a warrant of attorney, executed in the presence of two or more witnesses, one of whom, at least, shall be a justice appointed for holding the inferior court of the county, where the subscriber resides; which said power of attorney shall be lodged with the Treasurer, as his voucher for entering such subscription; *And provided also*, That the citizens of the respective counties shall not, at any time within three months from and after the opening of the books of subscription, as aforesaid, be allowed to subscribe for more or greater quantity of the said reserved lands than the proportion hereinafter particularly described and limited, to wit: Chatham, one hundred and seventy thousand acres; Effingham, sixty-two thousand acres; Burke, one hundred and fifty-five thousand acres; Richmond, one hundred and fifty-five thousand acres; Columbia, one hundred and fifty-five thousand acres; Wilkes, two hundred and seventy-two thousand acres; Washington, one hundred and thirty-one thousand acres; Elbert, one hundred and thirty-one thousand acres; Greene, one hundred and twenty-five thousand acres; Franklin, seventy-eight thousand acres; Liberty, sixty-nine thousand acres; Glynn, thirty-two thousand acres; Camden, thirty-two thousand acres; McIntosh, thirty-five thousand acres; Bryant, thirty-two thousand acres; Warren, ninety-three thousand acres; Oglethorpe, one hundred and sixteen thousand acres; Montgomery, twenty-three thousand acres; Scriven, thirty-eight thousand acres; and Hancock, ninety-six thousand acres. And it shall be the duty of the Treasurer, in all cases of application to subscribe, to require, an affidavit, in writing, in the following words: "I do solemnly swear, or affirm, that I am in no way interested, directly or indirectly, either as a member, or otherwise, in any company's purchase of lands in the western part of this State, and that the subscription which I propose to enter is in my own proper right, and to my use and benefit only." And it shall be the duty of the justices of the inferior courts, before whom warrants of attorney authorizing subscriptions shall be executed, to require a like affidavit on the back of such warrant of attorney, before attesting the same; and the land so subscribed and paid for shall be held by such subscribers, in fee simple, as tenants in common, and not as joint tenants, on the same terms, and upon the same principles with original purchasers of the company, in which they shall subscribe, and shall be entitled to fair and equal representations in such company, in proportion to the quantity of land, so by them subscribed and paid for.

And be it further enacted, That upon entering any subscription, as aforesaid, it shall be the duty of the Treasurer, and he is hereby required, to receive of the subscribers the purchase money, being the proportion of one-fifth part of such subscription, in terms of this act; the remaining four-fifths, or balance of the purchase money, shall, within four months from and after the opening of the said book of subscriptions, be paid unto the treasurer, in like manner, as aforesaid; and, in case such balance shall not be paid on or before the expiration of the said seven months from the passing of this act, then, and in that case, the subscriber or subscribers so failing shall be at liberty to withdraw their said subscription, together with the money so paid by them, and the lands so subscribed for by them shall revert to, and be vested in the company, in which such subscription shall have been made or entered.

And be it further enacted, That all that tract of country, including islands, situate, lying, and being within the following boundaries, that is to say: beginning on the river Mississippi, at the place where the latitude of thirty-one degrees and eighteen minutes north of the equator, intersects the same; thence, a due east course, to the middle of Don or Tombigbee river; thence, up the middle of the said river, to where it intersects the latitude of thirty-two degrees and forty minutes north of the equator; thence, a due west course, along the Georgia Company line, to the river Mississippi; thence, down the middle of the same, to the place of beginning, shall be sold to Nicholas Long, Thomas Glascock, Ambrose Gordon, and Thomas Cumming, and their associates, called the Georgia Mississippi Company, to them, and their heirs and assigns, forever, in fee simple, as tenants in common, and not as joint tenants, for the sum of one hundred and fifty-five thousand dollars, to be paid in gold or silver coin, bank bills of the United States, and such warrants as are made payable in the Georgia Company's purchase, in the manner following, that is to say: thirty-one thousand dollars to be deposited previous to the passing of this act, and the remaining one hundred and twenty-four thousand dollars to be paid on or before the first day of November next.

And be it further enacted, That, whenever the said Nicholas Long, Thomas Glascock, Ambrose Gordon, and Thomas Cumming, and their associates, or their agent or agents, shall produce to his excellency the Governor a receipt signed by the Treasurer, that they have deposited the aforesaid sum of thirty-one thousand dollars, according to the tenor and effect of this act, it shall then be the duty of his excellency the Governor, and he is hereby required to issue and sign to the said Nicholas Long, Thomas Glascock, Ambrose Gordon, and Thomas Cumming, and their associates, their heirs and assigns, in fee simple, as tenants in common, and not as joint tenants, a grant for the aforesaid tract of country, they securing the last payment of one hundred and twenty-four thousand dollars to the State, by a mortgage to his excellency the Governor, and his successor in office, on the whole of the land so granted, which mortgage shall be immediately foreclosed, in case default shall be made in the payment of the said sum of one hundred and twenty-four thousand dollars on or before the first day of November next, as aforesaid, in the Superior Court of any county within the State of Georgia, at the discretion of his excellency the Governor, any law or usage regulating the mode of foreclosing mortgages to the contrary, notwithstanding; and the whole sum of thirty-one thousand dollars deposited will become forfeited to and for the use of the State; and the grant to be given to the said Nicholas Long, Thomas Glascock, Ambrose Gordon, and Thomas Cumming, and their associates, as aforesaid, to be, and the same is hereby declared to be, null and void.

And be it further enacted, That the said Georgia Mississippi Company shall reserve, for the use of the citizens of Georgia, exclusively, the quantity of six hundred and twenty thousand acres of their purchase, to be subscribed, or held and appropriated on the same terms, and to be represented in like manner, as the land reserved by the Georgia Company, as aforesaid.

And be it further enacted, That all that tract of country, including islands, situate, lying, and being within the following boundaries, that is to say: beginning at the Mississippi river, where the northern boundary line of this State strikes the same thence, along the said northern boundary line, due east, to the Tennessee river; thence, along the said Tennessee river, to the mouth of Bear creek; thence, up Bear creek, to where the parallel of latitude twenty-five British statute miles, south of the northern boundary line of this State, intersects the same; thence, along the said last mentioned parallel of latitude, across Tombigbee or Twenty Miles creek, due west to the Mississippi river; thence, up the middle of the said river to the beginning shall be sold to John B. Scott, John C. Nightingale, and Wade Hampton, called the Upper Mississippi Company, and to their heirs and assigns, forever, in fee simple, as tenants in common, and not as joint tenants, for the sum of thirty-five thousand dollars, to be paid in specie, bank bills of the United States, and such warrants as are made payable in the Georgia Company's purchase, in manner following, that is to say: five thousand dollars, part thereof to be deposited previous to the passing of this act, and the remaining sum of thirty thousand dollars, to be paid on or before the first day of November next.

And be it further enacted, That whenever the said John B. Scott, John C. Nightingale, and Wade Hampton, or their agent or agents, shall produce to his excellency the Governor, a receipt signed by the treasurer, that they have deposited the aforesaid sum of five thousand dollars, according to the tenor and effect of this act, it shall then be the duty of his excellency the Governor, and he is hereby required to issue and sign to the said John B. Scott, John C. Nightingale, and Wade Hampton, their heirs and assigns, in fee simple, as tenants in common, and not as joint tenants, a grant for the aforesaid land, they securing the last payment of thirty thousand dollars to the State, by a mortgage to his excellency the Governor, and his successors in office, on the whole of the land so granted; which mortgage shall be immediately foreclosed, in case default shall be made in the payment of the said sum of thirty thousand dollars, on or before the first day of November next, as aforesaid, in the Superior Court of any county within the State of Georgia, at the discretion of his excellency the Governor, any law or usage regulating the mode of foreclosing mortgages to the contrary, notwithstanding; and the whole sum of five thousand dollars deposited shall become forfeited to and for the use of the State; and the grant to be given to the said John B. Scott, John C. Nightingale, and Wade Hampton, as aforesaid, to be, and the same in that case is hereby declared to be, null and void.

And be it further enacted, That the said Upper Mississippi Company shall reserve to and for the use of the citizens of Georgia, exclusively, the quantity of one hundred and thirty-eight thousand acres of their purchase, to be

subscribed for, held, and appropriated, on the same terms, and to be represented in like manner, as hereinbefore pointed out, in respect to the lands reserved for the citizens in the Georgia Company.

And be it further enacted, That all that tract of land including islands, situate, lying, and being within the following boundary lines: beginning at the mouth of Bear creek, on the south side of the Tennessee river; thence up the said creek, to the most southern source thereof; thence, due south, to the latitude of thirty-four degrees ten minutes north of the equator; thence, a due east course, one hundred and twenty miles; thence, a due north course, to the Great Tennessee river; thence, up the middle of the said river, to the northern boundary line of this State; thence, a due west course, along the said line, to where it intersects the Great Tennessee river, below the Mussel shoals; thence, up the said river, to the place of beginning, shall be sold unto Zachariah Cox, Matthias Maher, and their associates, called the Tennessee Company, and to their heirs and assigns, forever, in fee simple, as tenants in common, and not as joint tenants, for the sum of sixty thousand dollars, to be paid in specie, bank bills of the United States, and such warrants as are made payable in Georgia Company's purchase, that is to say: twelve thousand dollars to be deposited as part thereof, previous to the passing of this act, and the remaining forty-eight thousand dollars to be paid on or before the first day of November next.

And be it further enacted, That whenever the said Zachariah Cox and Matthias Maher, and their associates, or their agent or agents, shall produce to his excellency the Governor a receipt signed by the treasurer that they have deposited the said sum of twelve thousand dollars, according to the tenor and effect of this act, it shall then be the duty of his excellency the Governor, and he is hereby required to sign and issue to the said Zachariah Cox and Matthias Maher, and their associates, their heirs and assigns, in fee simple, as tenants in common, and not as joint tenants, a grant for the aforesaid tract of country, they securing the last payment of the forty-eight thousand dollars to the State, by a mortgage to his excellency the Governor, and his successors in office, on the whole of the land so granted, which mortgage shall be immediately foreclosed in case default shall be made in the payment of the said sum of forty-eight thousand dollars, on or before the first day of November next, as aforesaid, in the superior court of any county within the State of Georgia, at the discretion of his excellency the Governor, any law or usage regulating the mode of foreclosing mortgages to the contrary, notwithstanding; and the whole sum of twelve thousand dollars deposited, shall become forfeited to and for the use of the State, and the grant to be given to the said Zachariah Cox and Matthias Maher, and their associates aforesaid, to be, and the same in that case is hereby declared to be, null and void.

And be it further enacted, That the said Tennessee Company shall reserve for and to the use of the citizens of Georgia, exclusively, the quantity of two hundred and forty-two thousand acres, to be subscribed for, held, and appropriated on the same terms, and to be represented in like manner, as the lands reserved by the Georgia Company, as aforesaid.

And be it further enacted, That the said Tennessee Company shall reserve a further quantity of fifty thousand acres, to be gratuitously divided, share and share alike, between the commissioners appointed by this State, for the purpose of examining the quantity, quality, and circumstances of the Great Bend of Tennessee river, which shall be held by them as tenants in common, and not as joint tenants, and be represented in like manner as the lands reserved by the other companies, for the use of the citizens, as a compensation to the said commissioners, for their services rendered the State in that capacity.

And be it further enacted, That all sums so paid by the citizens for lands subscribed for by them, agreeably to the terms of the act, shall be received in payment, and as part of the purchase money of the said companies respectively.

And be it further enacted, That the grants to be issued to the respective companies, in virtue of this act, shall be free from all further or other expense whatsoever, the fees of office accruing upon one grant to each company excepted, which shall be to the Surveyor General, three dollars; to the Governor of the State, three dollars; and to the Secretary of State, three dollars; and that the lands to be granted in pursuance of this act shall be free from taxation, until the inhabitants thereof are represented in the Legislature.

And be it further enacted, That the said grantees and purchasers of the land aforesaid shall forbear all hostile and wanton attacks on any of the Indian tribes which may be found within the limits of this State, and keep this State free from all charges and expenses which may attend the preserving of peace between the said Indians and the grantees, and extinguishing the Indian claims to the territory included within their respective purchases: *And provided further,* That this State and the Government thereof shall at no time hereafter be subject to any suit at law or in equity, or claim or pretension whatever, for or on account of any deduction in the quantity of the said territory, or on account of the amount of the purchase money to be paid, as aforesaid, by any recovery which may or shall be had on any former or other claim or claims whatever.

And be it further enacted, That the money arising from the sale of the said territory, except what shall be appropriated to the extinguishment of Indian claims, as hereinafter expressed, shall be vested in six per cents. or such other stock in the funds of the United States as may be directed by this or a future Legislature; and the interest arising thereon, or so much thereof as may be necessary, shall be applied to the payment of the civil establishment and contingent expenses of the Government of this State.

And be it further enacted, That immediately after the Indian claims to the land lying between the Oconee and Ocmulgee rivers, including that tract of country lying east of a line to be drawn from the place called Fort Romulus, on the Ocmulgee river, to the head of St. Mary's river, or the northern extremity of the Akinfonoka swamp, may be extinguished, the grantees of the several companies and their associates are hereby authorized to apply to the Government of the United States for their concurrence in extinguishing the Indian claims to the different tracts of country by them severally hereby purchased, or as much thereof as to them may seem practicable, which extinguishment of claims to the lands so purchased shall be at the proper expense of the respective companies and within five years thereafter the said companies shall severally form settlements on the lands where the claims may be so extinguished, or forfeit the further sum of five thousand dollars for each company so failing.

And be it further enacted, That the sum of ten thousand dollars, part of the first payment to be made by the companies aforesaid, shall be, and the same is hereby declared to be, appropriated and set apart for the purpose of extinguishing the Indian claim, in addition to the twenty thousand dollars appropriated by the act, entitled An act appropriating a part of the unlocated territory of this State, for the payment of the late State troops, and for other purposes therein mentioned.

And be it further enacted, That the several grantees and their associates shall not be entitled to dispose of the said territory, in part or in whole, in any way or manner, to any foreign King, Prince, Potentate, or Power whatever; which condition shall be specially expressed in the face of the grant.

And be it further enacted, That all the lands lying westward and southward of the eastern boundary of the several company purchases, and not included therein, estimated at one-fourth of the whole lands lying westward and southward of the eastern boundary of the said purchases, and supposed to contain seven millions two hundred and fifty thousand acres, shall be, and the same is hereby declared to be, reserved and set apart to and for the use and benefit of this State, to be granted out, or otherwise disposed of, as a future Legislature may direct.

THOMAS NAPIER, *Speaker of the House of Representatives.*

BENJAMIN TALLIAFERRO, *President of the Senate.*

GEORGE MATHEWS, *Governor.*

Concurred, January 7, 1795.

L.

AN ACT declaring null and void a certain usurped act, passed by the last Legislature of this State, at Augusta, on the seventh day of January, one thousand seven hundred and ninety-five, under the pretended title of "An act supplementary to an act, entitled 'An act for appropriating a part of the unlocated territory of this State for the payment of the late State troops, and for other purposes therein mentioned,' declaring the right of this State to the unappropriated territory thereof, for the protection of the frontiers, and for other purposes," and for expunging from the face of the public records the said usurped act, and for declaring the right of this State to all lands lying within the boundaries therein mentioned.

Whereas, the free citizens of this State, or, in other words, the community thereof, are essentially the source of the sovereignty of the State, and no individual or body of men can be entitled to, or vested with, any authority which is not expressly derived from that source, and the exercise or assumption of powers not so derived, become, of themselves, oppression and usurpation—whence it is the right and duty of the people, or their representatives, to resist, and to restore the rights of the community so usurped and infringed.

And whereas, the will or constitution of the good people of this State is the only existing legal authority derived from the essential source of sovereignty, and is the only foundation of the legislative power or government thereof, and, so far as that will or constitution expressly warrants, the Legislature may go, but no further; and all constructive powers, not necessarily deduced from that expressive will, are violations of that essential source of sovereignty and the rights of the citizens, and are, therefore, of no binding force or effect on the State, or the good people thereof, but null and void.

And whereas, the last Legislature of this State, not confining itself to the powers with which that body was constitutionally invested, did usurp a power to pass an act on the seventh day of January, one thousand seven hundred and ninety-five, entitled "An act supplementary to an act, entitled an act for appropriating a part of the unlocated territory of this State for the payment of the late State troops, and for other purposes therein mentioned, declaring the right of this State to the unappropriated territory thereof, for the protection and support of the frontiers, and for other purposes," by which an enormous tract of unascertained millions of acres of the vacant territory of this State was attempted to be disposed of to a few individuals, in fee simple, and the same is not only unfounded, as being without express constitutional authority, but is repugnant to that authority, as well as to the principles and form of government, the good citizens of this State have chosen for their rule, which is democratical, or a government founded on equality of rights, and which is totally opposed to all proprietary grants or monopolies in favor of a few, which tend to build up that destructive aristocracy in the new, which is tumbling in the old world; and which, if permitted, must end in the annihilation of democracy and equal rights—those rights and principles of government, which our virtuous forefathers fought for and established with their blood.

And whereas, the fourth section of the fourth article of the constitution of the United States declares, "The United States shall guaranty to every State in this Union a republican government," which could never have been intended to be a republican aristocracy, and which such extravagant grants tend to establish, the constitution of the United States expressly acknowledging a republican democracy as the foundation of the people, it receiving all its force and power from their hands or their gift, which is manifest from its context, "We, the people of the United States."

And whereas, as beforementioned, the said usurped act is repugnant to the constitutional authority, inasmuch as that by the sixteenth section of the first article of the constitution of this State, it is declared "That the General Assembly shall have power to make all laws and ordinances which they shall deem necessary and proper for the good of the State, which shall not be repugnant to this constitution." And the said usurped act is opposed to the good of the State, and it is self-evident that the Legislature which assumed the power did not deem it for the good of the State—

1st. Because self-preservation, or the protecting itself, is the greatest good and first duty of every Government; and, as has been shown, immense monopolies of land, by a few individuals, under the sanction of the Government, are opposed to the principles of democracy or the fundamental laws the citizens of this State have chosen for their rule, which, so far from being for the good or self-preservation of the democratical or equal government, is most manifestly for its destruction and injury.

2d. Because the expression "good of the State" embraces the good of the citizens composing the State, and the good of the citizens consists in the peaceable pursuit of happiness, and the enjoyment of all rights, natural or acquired, not expressly delegated for the purposes of government; and a sale of such an enormous tract to a few speculators, which was and is the common right of all the good citizens of this State, is contrary to those rights, and, therefore, to their manifest injury, and, of course, to the injury of the State.

3d. Because, even supposing constitutional authority to have been vested in the Legislature, for the purpose of such disposal, the Legislature was not vested with power to transfer the sovereignty and jurisdiction of the State over the territory attempted to be disposed of, which it has done, by opening a door for sale to foreign powers, and a relinquishment of the powers of taxation, until the proprietors choose to be represented; which is, in fact, dismembering the State, and which transfer and relinquishment of taxation cannot be for the good of the State.

4th. Because there was no necessity or pressing urgency for the sale of such an immense tract of territory, equal to some European kingdoms, to carry into execution and operation the extinguishment of the Indian claims to the lands between the Oconee and Ocmulgee, contemplated by the act, entitled "An act for appropriating a part of the unlocated territory of this State for payment of the late State troops, and for other purposes therein mentioned;" the subterfuge on which the said usurped act of the seventh of January, one thousand seven hundred and ninety-five, was founded, when the whole amount of the appropriation for that purpose was but thirty thousand dollars, and funds to a greater amount were then in the treasury unappropriated; and because no State or nation is justified in wantonly dissipating its property or revenues, and a legal alienation of which can only take place from the most pressing necessity; and the territory attempted to be disposed of (was the said usurped law valid) was wantonly dissipated, it being disposed of for the trifling sum of five hundred thousand dollars, a sum not adequate to the annual quit-rents such lands were charged with previously to the Revolution, by the British King; which wanton dissipation cannot be for the good of the State.

5th. Because, exclusive of the immense loss of revenue to which the State is exposed, from the relinquishment of taxation, the sum of five hundred thousand dollars was accepted as the consideration money for the sale, and the sum of eight hundred thousand dollars offered by persons of as large a capital, and as much respectability and credit, and on terms more advantageous to the State, was refused; which, as it was (should the said usurped act have been considered valid) a clear loss of three hundred thousand dollars to the revenues of the State, it is evident that the law authorizing the sale was not deemed by the Legislature for "the good of the State," which must have consisted in obtaining the highest price and the most advantageous terms.

6th. For the very excellent reasons given by his excellency the Governor, in his dissent to the first bill for the disposal of the said territory, delivered to the House of Representatives on the twenty-ninth of December, one thousand seven hundred and ninety-four, and which bill was not materially different from the act in question, and which reasons prove that his excellency, as a negative branch of the Legislature, although he concurred in the law, did not deem it for "the good of the State," and which dissent was in the words following:

1st. I doubt whether the proper time is arrived for disposing of the territory in question.

2d. If it was the proper time, the sum offered is inadequate to the value of the land.

3d. The quantity reserved for the citizens is too small, in proportion to the extent of the purchase.

4th. That greater advantages are secured to the purchasers than to the citizens.

5th. That so large an extent of territory being disposed of to companies or individuals, will operate as monopolies, which will prevent or retard settlements, population, and agriculture.

6th. That, should such disposition be made, at least one-fourth of the lands should be reserved for the future disposal of the State.

7th. That if public notice was given that the land was for sale, the rivalry in purchasers would most properly have increased the sums offered.

8th. The power given to the Executive by the constitution, the duty I owe the community, and the sacredness of my oath of office, will, I flatter myself, justify this dissent in the minds of the Legislature, and of my other fellow-citizens.

And whereas, the said usurped law, passed on the seventh day of January, one thousand seven hundred and ninety-five, is also repugnant to the aforementioned sixteenth section, inasmuch as it is repugnant to the seventeenth or subsequent section of the said first article, which declares, "They (the Legislature) shall have power to alter the boundaries of the present counties, and to lay off new ones, as well out of the counties already laid off, as out of the other territory belonging to the State. When a new county or counties shall be laid off out of any present county or counties, such new county or counties shall have their representation apportioned out of the number of representatives of the county or counties out of which it or they shall be laid out; and when any new county shall be laid off in the vacant territory belonging to the State, such county shall have a number of representatives, not exceeding three, to be regulated and determined by the General Assembly;" and the territory disposed of not lying within the limits of any county already laid off, and a sale and grant thereof, should the said usurped law be deemed valid, having been made, it could not be defined the vacant territory belonging to the State, whereby the constitutional powers vested in the General Assembly, by the said seventeenth section, would be barred and prevented, and, consequently, the settlers on the territory sold be deprived of the constitutional right of representation, and is not only thus repugnant to the said sixteenth and seventeenth sections, but thereby, and by the relinquishment of the right of taxation, until the settlers were represented, which they cannot constitutionally be, is also repugnant to the whole letter and spirit of the constitution, it operating as a dereliction of jurisdictional rights, and a virtual dismemberment of the State.

And whereas, in and by the articles of confederation entered into and finally ratified on the first day of March, one thousand seven hundred and eighty-one, by the then thirteen States of America, the territory within the limits of each of the said States is, to each of them, respectively, confirmed and guaranteed, first by the second article, to wit: "Each State retains its sovereignty, freedom, and independence, and every power, jurisdiction, and right, which is not by the confederation expressly delegated to the United States in Congress assembled." And second, by the last clause of the second section of the ninth article, "No State shall be deprived of territory for the benefit of the United States." And in and by the first clause of the sixth article of the federal constitution of the United States, "All engagements entered into before the adoption of the said constitution, shall be as valid against the United States under the said constitution as under the confederation;" and by the twelfth article of the amendments to the said constitution, ratified and adopted, "The powers not delegated to the United States by the constitution, nor prohibited by it to the States, are reserved to the States, respectively, or to the people."

And whereas, in and by the definitive treaty of peace signed at Paris, on the third of September, one thousand seven hundred and eighty-three, the boundaries of the United States were established, and the said United States fully recognized and acknowledged by the first article thereof, in the words following: "His Britannic Majesty acknowledges the said United States, viz: New Hampshire, Massachusetts-bay, Rhode Island, Connecticut, New York, New Jersey, Pennsylvania, Delaware, Maryland, Virginia, North Carolina, South Carolina, and Georgia, to be free, sovereign, and independent States; that he treats with them as such, and for himself, his heirs and successors, relinquishes all claims to the government, proprietary, and territorial rights of the same;" and by the second article it is declared, "And that all disputes which might arise in future on the subject of the boundaries of the said United States may be prevented, it is hereby agreed that the following are, and shall be their boundaries." And those boundaries thereby declared, which limit the westwardly and southwardly parts of this State, are thus defined: "Along the middle of the Mississippi, until it shall intersect the northernmost part of the thirty-first degree of north latitude; south, by a line drawn due east from the termination of the line last mentioned, in the latitude of thirty-one degrees north of the equator, to the middle of the river Appalachicola or Chattahoochee; thence along the middle thereof, to its junction with Flint river; thence straight to the head of St. Mary's river; and thence along the middle of St. Mary's river, to the Atlantic ocean;" and the King of Great Britain did, by proclamation dated the 7th day of October, in the year 1763, annex to the then province of Georgia all the lands lying between the said river St. Mary's and the Altamaha, its former boundary, claimed by South Carolina under her charters; and the State of South Carolina, in and by a convention held and concluded between the commissioners of the said States, at Beaufort, under the authority and articles of the confederation, on the 28th day of April, 1787, did confirm to the State of Georgia the southward and westwardly boundaries described in the said treaty of Paris, by a cession and relinquishment of all right, title, and claim, which the said State possessed from the original charter thereof, to the Government, sovereignty, and jurisdiction in and over the same, and also the right of pre-emption of the soil from the native Indians, and all other the estate, property, and claim, in or to the said land; and the boundaries so described also coincide with the boundaries of this State as described by the land act of this State now in force, passed at Savannah, the 17th of September, in the year 1783, (except as to the northern boundary of the State) which by the said convention is thus established and ratified by the first article thereof: "The most northern branch or stream of the river Savannah, from the sea or mouth of such stream, to the fork or confluence of the rivers now called Tugaloo, or Keowee; and from thence to the most northern branch or stream of the said river Tugaloo, till it intersects the north boundary of South Carolina, if the said branch or stream of Tugaloo extends so far north, reserving all the islands in the said rivers Savannah and Tugaloo to Georgia; but if the head, spring, or source of any branch or stream of the said river Tugaloo does not extend to the north boundary of South Carolina, then a west line to the Mississippi."

And whereas, until the formation of the confederation, there could possibly belong no territorial rights to the United States, nor after such formation within the chartered limits of any State, but such as were specially ceded and relinquished by the respective States; and the people of the State of Georgia have by no act of theirs, or in any manner or shape whatever, transferred or alienated, or delegated a power to transfer or alienate the territory attempted to be disposed of by the said usurped act passed on the 7th of January, in the year 1795; and the same and every part thereof is hereby declared to be vested in the State and people thereof, and inalienable, but by a convention called by the people for that express purpose, or by some clause of power expressed by the people delegating such express power to the Legislature in the constitution.

And whereas, divested of all fundamental and constitutional authority which the said usurped act might be declared by its advocates, and those who claim under it, to be founded on fraud, has been practised to obtain it and the grants under it; and it is a fundamental principle, both of law and equity, that there cannot be a wrong without a remedy, and the State and the citizens thereof have suffered a most grievous injury in the barter of their rights by the said usurped act and grants, and there is no court existing, if the dignity of the State would permit her entering one, for the trial of fraud and collusion of individuals, or to contest her sovereignty with them, whereby the remedy for so notorious an injury could be obtained; and it can no where better lie than with the representatives of the people chosen by them, after due promulgation by the grand juries of most of the counties of the State, of the means practised, and by the remonstrances of the people of the convention, held on the 10th day of May, in the year 1795, setting forth the atrocious speculation, corruption, and collusion, by which the said usurped act and grants were obtained.

And whereas, the said petitions and remonstrances of the good people composing the State, to the said late convention, held at Louisville on the said 10th day of May, 1795, produced a resolution of that body in the following words: "Resolved, That it is the opinion of this convention that, from the numbers, respectability, and ground of complaint stated in the sundry petitions laid before them, that this is a subject of importance, meriting legislative deliberation: Ordered, therefore, That such petitions be preserved by the Secretary, and laid before the next Legislature at their ensuing session." Which resolution invests this Legislature with conventional powers, *quoad hoc*, or, in common terms, for the purpose of investigating the same, and which gives additional validity to legislative authority, were the powers of one Legislature over the acts of another to be attempted to be questioned.

And whereas, it does appear from sundry affidavits and a variety of proofs satisfactory to this Legislature, as well as from the presentments of the grand juries, on oath, of a considerable majority of the counties of the State, and by the aforementioned petitions and remonstrances of the good people thereof to the convention, and by numerous petitions to this present Legislature to the same purport, as also from the self-evident proof of fraud, arising from the rejection of eight hundred thousand dollars, and the acceptance of five hundred thousand dollars, as the consideration money for which the said territory was sold; that fraud and corruption were practised to obtain the said act and grants, and that a majority of those members of the Legislature who voted in favor of the aforesaid act were engaged in the purchase; and a majority of one vote only appeared in favor of this said usurped act in Senate, and on which majority in that branch the same was passed, and corruption appears against more than one member of that body; which, exclusive of the many deceptions used, and the inadequacy of price for such an immense and valuable tract of country, would be sufficient in equity, reason, and law, to invalidate the contract, even supposing it to be constitutional, which this Legislature declares it is not.

Be it therefore enacted, That the said usurped act, passed on the 7th day of January, in the year 1795, entitled "An act, supplementary to an act, entitled An act for appropriating a part of the unlocated territory of this State, for the payment of the late State troops, and for other purposes therein mentioned, declaring the right of this State to the unappropriated territory thereof, for the protection of the frontiers, and for other purposes," be, and the same is hereby, declared null and void; and the grant or grants, right or rights, claim or claims, issuing, deduced, or derived therefrom, or from any clause, letter, or spirit of the same, or any part of the same, is hereby also annulled, rendered void, and of no effect; and, as the same was made without constitutional authority, and fraudulently obtained, it is hereby declared of no binding, force, or effect, on this State, or the people thereof; but is and are to be considered, both law and grants, as they ought to be *ipso facto*, of themselves void, and the territory therein mentioned is also hereby declared to be the sole property of the State, subject only to the right of treaty of the United States, to enable the State to purchase, under its pre-emption right, the Indian title to the same.

2. *And be it further enacted,* That, within three days after the passing of this act, the different branches of the Legislature shall assemble together; at which meeting, the officers shall attend, with the several records, documents, and deeds, in the Secretary's, Surveyor General's, and other public offices; and which records and documents shall then and there be expunged from the face and indexes of the books of record of the State, and the enrolled law or usurped act shall then be publicly burnt, in order that no trace of so unconstitutional, vile, and fraudulent a transaction, other than the infamy attached to it by this law, shall remain in the public offices thereof; and it is hereby declared the duty of the county officers of record, where any conveyance, bond, or other deed whatever, shall have been recorded, relating to the sale of said territory, under the said usurped act, to produce the book wherein the said deed, bond, or conveyance may be so recorded, to the superior court, at the next session of the court after the passing this law, and which court is hereby directed to cause such clerk or keeper of the public records of the county to obliterate the same in their presence; and if such clerk or keeper of records neglect or refuse so to do, he shall be, and is hereby, declared incapable of holding any office of trust or confidence in this State, and the superior court shall suspend him; and, from and after the passing of this act, if any clerk of a county, notary public, or other officer keeping record, shall enter any transaction, agreement, conveyance, grant, law, or contract, relative to the said purchase under the said usurped act on their books of record, whereby claim can be derived of authority of record, he or they shall be rendered incapable of holding any office of trust or profit within this State, and be liable to a penalty of one thousand dollars, to be recovered in any court within and under the jurisdiction of this State; one half thereof to be given for the benefit of the informer, and the other half to be lodged in the treasury for the use of the Commonwealth.

3. *And be it further enacted,* That the said usurped law, passed on the 7th of January, in the year 1795, shall not, nor shall any grant or grants, issued by virtue thereof, or any deed or conveyance, agreement or contract, scrip or paper relative thereto, be received as evidence in any court of law or equity of this State, so far as to establish a right to the said territory, or to any part thereof: *Provided,* That nothing herein contained shall be construed to prevent such deed or conveyance, agreement or contract, between individuals, scrip issued by the pretended purchasers, or other paper, from being received as evidence in private actions for the recovery of any moneys given, paid, or exchanged, as the consideration for the pretended sales by the original pretended purchasers, or persons claiming and selling by and under them.

4. *And be it further enacted,* That his excellency the Governor be, and he is hereby empowered and required to issue warrants on the Treasurer, after the expiration of sixty days, in favor of such persons as may have *bona fide* deposited moneys, bank bills, or stock, in the funds of the United States, or warrants, in part or in whole payment of pretended shares of the said retended purchased territory: *Provided,* The same shall be now therein, and not otherwise: *And provided, also,* That the risk attending the keeping the sum or sums so paid in, be deemed, and is hereby declared to lie entirely with the persons who deposited them; and that any charge of guards or other expenses for safe keeping thereof be deducted therefrom; and in case of neglect of application to his excellency therefor, within eight months after the passing this act, the same shall be, and is hereby, deemed property derelict, and escheated to and for the use of this State.

5. *And be it further enacted,* That any pretended power assumed, usurped, or intended by the said act, or any clause or letter of the same, or which may or can be construed to that purpose by the said usurped act, grant or grants under it, or from the Journal of the Senate or House of Representatives, to apply to the Government of the United States, for the extinguishment of the Indian claims to the lands within the boundaries in the said usurped act mentioned, and the holding any treaty by the said General Government, in consequence of any application therefor, by the company purchasers, under the said usurped act, so far as may effect the rights of this State to the lands therein described, is, and are hereby also declared, null and void; and the right of applying for, and the extinguishment of Indian claims to, any lands within the boundaries of this State, as herein described, being a sovereign right, is hereby further declared to be vested in the people and Government of this State, to whom the right of pre-emption to the same belongs, subject only to the controlling power of the United States to authorize any treaty or treaties for, and to superintend the same.

6. *And be it further enacted,* That, in order to prevent future frauds on individuals, as far as the nature of the case will admit, his excellency the Governor is hereby required, as soon as may be after the passing of this law, to promulgate the same throughout the United States.

THOMAS STEPHENS, *Speaker of the House of Representatives.*
BENJAMIN TALIAFERRO, *President of the Senate.*

Concurred, February 13th, 1796.

JARED IRWIN, *Governor.*

7th CONGRESS.]

No. 75.

[2d Session.]

GEORGIA LAND CLAIMS.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, FEBRUARY 22, 1803.

To the honorable Speaker of the House of Representatives of the United States:

SIR:

The undersigned, claimants and agents of claimants of lands situate in the territory lately ceded to the United States by the State of Georgia, beg leave, through you, to communicate to the honorable House of Representatives, their respectful acknowledgments for the opportunity offered to them of being heard at the bar of the House in support of their claims, and, at the same time, to decline occupying the time of the House, so near the close of the session of Congress, and when so many important subjects are pressing for consideration. The undersigned have never considered the law under which the report* was made by the honorable commissioners of the United States, and which is now before the honorable House, as providing for a trial of the merits of their claims, and are, therefore, not prepared with the documents and evidence necessary for submitting them to the consideration of Congress. Their title has not been investigated by a hearing before the commissioners, and they presume the unfavorable impression, which appears from their report to have been made on their minds, respecting the merits of their claim, has probably been produced from having one side of the cause only brought into view by statements and ex parte depositions, made necessary, no doubt, to the formation of that opinion, which the law required them to give, but which the claimants had not seen until they appeared in print among the documents accompanying the report: considerable time must be deemed necessary to prepare for the full examination of a subject so complex both in principles and in facts; especially when such examination is to be made by persons principally residing at the distance of one thousand miles from the place where the occurrence happened, and who, from being innocent purchasers, without notice of the fraud or corruption, if any such should be found to have existed, have very limited means of encountering the testimony, that a powerful and vigilant majority there, with full opportunity and disposition for investigation, have been able to produce. Were the claimants to enter into the question of title thus unprepared at the bar of the House, the frauds that have been suggested must probably be considered as admitted. Their only defence against the accusation would be, that fraud by the Legislature of the State of Georgia, in passing a law, could not be alleged to defeat the rights of innocent subsequent purchasers upon the faith of that law. The claimants do not consider it prudent in them to abandon all other ground, without examination, and rely on this alone, although, to their apprehension, it is unanswerable. They conceive that the Legislature were the State, and that Georgia can no more allege their fraud to vacate their grant, than an individual can vacate his deed by alleging his own fraud. They conceive that the Legislature were the supreme power of the State, and that it is a contradiction to say that, as a Legislature, they can be charged with malconduct, and their alienation of property be vacated by another tribunal. They conceive it is equally against principles to say that a subsequent Legislature can sit in judgment on the conduct and motives of a former Legislature, convict them of fraud and corruption, and vacate their grants. They conceive that, according to long established principles of distributive justice, when the question is, which of two innocent parties shall suffer by the misbehavior of a third person, that party is to suffer which has placed that confidence in the offender, which has enabled him to deceive others by his false credit, and, of course, been accessory to his fraud and misconduct. That the employer is to suffer by the fraud of his agent, and not an innocent person, whom the employer has induced to deal with him. They apply this principle thus: If the question be, who shall bear the loss, the people of Georgia or the purchasers under the law of Georgia, the former ought to bear it, as they appointed the Legislature, and authorized them to make laws, and grant public property; the latter, in purchasing, only gave confidence to the solemn act of the supreme power of the State.

The undersigned hope to be pardoned for introducing these preliminary remarks, which seem to be rendered necessary by the report of the commissioners. They conceive, however, that a compromise of their claims, and not a decision on their title, is the object of the report before the House. With immediate reference, therefore, to this object, they respectfully propose two amendments to the plan founded on the report of commissioners, which they consider perfectly coincident with the principles of the commissioners, as expressed in the report, and to be liable to none of the objections which they have stated. The first amendment proposed is, that the proportion of the five millions of acres, that may be appropriated for satisfying claims, other than those under the act of the State of Georgia of the 7th of January, 1795, should be limited by law. They are confident, from all the information they can obtain, as well as from the report of the commissioners, that five hundred thousand acres would be abundantly sufficient for that purpose. The second amendment proposed is, that if any surplus should remain of the proceeds of the sales of the five millions of acres, after deducting the said proportion for other claims, and after paying the certificates that may be issued to the claimants under the act, such surplus, not exceeding the rate of two dollars per acre, shall hereafter be divided among the claimants under the act, in the same proportion as the certificates to them are now to be issued and claimable by them, their executors, and administrators. Justice, predicated on the report of the commissioners, seems to require these amendments, because the commissioners state that the plan reported by them "does not give a full indemnity to every claimant," but "gives, in the aggregate, *nearly* as much as *has been paid in the whole* by all the present claimants." When it is considered that the purchase moneys were paid years ago, and that great expenses have been incurred by the purchasers, it is evident that the plan proposed is far short of an average indemnity, and yet the report itself speaks of a sum which may be offered as an indemnity. The amendments proposed are in perfect conformity with the act of cession from Georgia, which seems to contemplate the appropriation of five millions of acres, or the proceeds thereof, to satisfying claims. The proposed amendments are not liable to either of the objections stated in the report. There can be no danger of "depreciation," or that "the nominal sum offered as an indemnity will exceed what the fund may be sufficient to discharge," when certificates are to issue only for the sum reported by the commissioners, and the subsequent dividend to be contingent on there being a surplus at the minimum price, and to be limited by it. The proposed amendments will not "bind Congress not to reduce the price of those lands below two dollars per acre, if other considerations shall render the reduction expedient." The commissioners, in their report, are pleased to say that "they believe the interest of the United States, the tranquility of those who may hereafter inhabit the country, and various equitable considerations, which may be urged in favor of most of the present claimants, render it expedient to enter into a compromise on reasonable terms." The undersigned humbly conceive that the above proposed amendments of the plan reported by the commissioners form "*reasonable terms*;" and to which they will assent, notwithstanding they consider that, in so doing, they make a great sacrifice of individual rights, in order to attain the public objects, stated as above by the commissioners, and to put an end to an unpleasant controversy between the Government of their country and themselves; it is for the wisdom of Congress to determine, whether the voluntary assent of the claimants to the arrangements of this object is not of more substantial benefit to the Government, than the small additional boon they require for that assent.

With the highest considerations of respect to the supreme Legislature of the nation, we subscribe ourselves your most devoted servants,

WILLIAM PAYNE,
SAMUEL DEXTER,
WILLIAM HULL,
PEREZ MORTON,
JOSEPH PEPPIN.

JOSEPH SANDS,
N. LE FAVRE,
JOHN PECK by }
P. MORTON, }
JONATHAN ARNOLD.

* See No. 74.

7th CONGRESS.]

No. 76.

[2d Session.]

INDIANA TERRITORY.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, MARCH 2, 1803.

MR. RANDOLPH, from the committee to whom were referred a letter from William Henry Harrison, President of the Convention, held at Vincennes, declaring the consent of the people of Indiana to the suspension of the sixth article of compact between the United States and the people of that territory; also, a memorial and petition of the inhabitants of the said territory; made the following report:

That the rapid population of the State of Ohio sufficiently evinces, in the opinion of your committee, that the labor of slaves is not necessary to promote the growth and settlement of colonies in that region. That this labor, demonstrably the dearest of any, can only be employed to advantage in the cultivation of products more valuable than any known to that quarter of the United States: that the committee deem it highly dangerous and inexpedient to impair a provision wisely calculated to promote the happiness and prosperity of the Northwestern country, and to give strength and security to that extensive frontier. In the salutary operation of this sagacious and benevolent restraint, it is believed that the inhabitants of Indiana will, at no very distant day, find ample remuneration for a temporary privation of labor and of emigration.

On the various objects of the memorial, your committee beg leave to observe:

That, an appropriation having been made, empowering the Executive to extinguish Indian titles to lands within the limits of the United States, the particular direction of that power rests entirely with that department of the Government; that, to permit the location of the claims under the resolve of Congress of the 29th of August, 1788, and the act of the 3d of March, 1791, (of whose number and extent the committee are entirely ignorant) in the mode pointed out in the memorial, would be an infringement upon that regular mode of survey and of location which has been so happily adhered to in relation to the public lands. At the same time, the committee are of opinion that, after those lands shall have been surveyed, a certain number of townships should be designated, out of which the claims aforesaid ought to be satisfied. In a country abounding in new and unsettled lands, it is presumed that every individual may become a proprietor of the soil; and inasmuch as the people of Indiana will, at a period not far distant, be enabled to establish the right of suffrage on such principles as the majority may approve, the committee deem it inexpedient to alter a regulation whose effect is to retain in the hands of persons necessarily attached to the welfare of the country, the Government of a remote dependency, which, from its vicinage to the territories of foreign States, and from the sparseness of its population, might, otherwise, be exposed to foreign intrigue and influence.

Measures having been taken to put the salt spring below the mouth of the Wabash river in a situation to yield every possible benefit to the adjacent country, the committee are of opinion that it is, at this time, inexpedient to vest that property in the Legislature of the Indiana territory. From such a consideration as they have been enabled to bestow on the subject at this late period of the session, and under the pressure of accumulating business, they recommend the following resolutions, which are respectfully submitted to the judgment of the House:

1. *Resolved*, That it is inexpedient to suspend, for a limited time, the operation of the sixth article of compact between the original States and the people and States west of the river Ohio.
2. *Resolved*, That a provision, not exceeding one thirty-sixth part of the public lands within the Indiana territory, ought to be made for the support of schools within the same.
3. *Resolved*, That the Secretary of the Treasury be, and he hereby is, required to cause an estimate to be made of the number and extent of their claims to lands under the resolve of Congress of the 29th of August, 1788, and the act of the 3d of March, 1791; and to lay the same before this House at the ensuing session of Congress.
4. *Resolved*, That in all sales of the public lands within the territory of Indiana, the right of pre-emption be given to actual settlers on the same.
5. *Resolved*, That it is inexpedient to grant lands to individuals for the purpose of establishing houses of entertainment, and of opening certain roads.
6. *Resolved*, That it is, at this time, inexpedient to vest in the Legislature of Indiana the salt spring below the mouth of the Wabash river.
7. *Resolved*, That it is inexpedient to alter the existing regulation of the right of suffrage within the said territory.
8. *Resolved*, That compensation ought to be made to the Attorney General of the said territory, for services performed by him in behalf of the United States.

NOTE.—See further report, No. 173, miscellaneous.

8th CONGRESS.]

No. 77.

[1st Session.]

ILLINOIS AND WABASH LAND COMPANIES.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, ON THE 27TH OF OCTOBER, 1803.

To the House of Representatives of the United States, the memorial and petition of the Illinois and Wabash Land Companies, humbly sheweth:

That the memorial by them presented to your honorable House, during the last session of Congress, and referred, as is understood, to a committee of your body, has not been reported on; that their solicitude to obtain the sense of Congress, on a subject so interesting to them as is that on which they again address your honorable body, is forcibly excited by publications announcing, though not officially, the purchase, by a Government agent, of a considerable tract of country from the Kaskaskias tribe of Indians; that repeated representations have been made by your memorialists to Congress of a similar purchase long since by them effected, not only from the aforementioned Indians, and other tribes comprehended under the general term of Illinois Indians, but likewise from other Indian tribes, aborigines, and possessors of lands in the vicinity, and contiguous to the river Wabash and its waters; that, should the purchase, said to have been negotiated under the authority of the United States, unexpectedly and unfortunately interfere with either of those heretofore made by your memorialists, whose boundaries, as described in the original deeds, formerly submitted to a joint committee of the Senate and House of Representatives, copies of which remain on the files of your honorable House, and which the companies had proposed to cede

conditionally to the Union, they must ascribe it to a benevolent and liberal policy, extended towards an indigent and helpless race, rather than to any doubts entertained of the aforementioned Indians having alienated the therein described property, or of the validity of the title of your memorialists; that your memorialists still adhere to the cession as heretofore offered by them to the United States, and on which proposal a committee of your House reported as follows:

"That, in the opinion of the committee, the said deeds (meaning those obtained by your memorialists from the different tribes of Indians) having been given by the Indians, proprietors of the soil before the declaration of the independence of the United States, for a valuable consideration, *bona fide* paid, are sufficient to extinguish the Indian title to the lands therein described; and, therefore, that, on principles of justice and equity, the United States should agree to the proposal aforesaid, made by the petitioners." In the "justice and equity" of Congress, alike the protectors of the rights of individuals, as guardians of the public interests, they confidently confide; praying, at a convenient moment, the attention of the House of Representatives to the memorial and accompanying documents, presented during the last session of the Legislature of the Union, by your memorialists.

JOHN SHEE,

Sole survivor of the committee appointed and authorized to solicit, manage, and negotiate the affairs of the company with Congress.

OCTOBER 17, 1803.

8th CONGRESS.]

No. 78.

[1st Session.]

LAND CLAIMS IN MISSISSIPPI.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, NOVEMBER 25, 1803.

To the Honorable the Senate and House of Representatives of the United States in Congress assembled, the petition of the Legislative Council and House of Representatives of the Mississippi territory, respectfully sheweth:

That your petitioners acknowledge the liberality of Congress in providing, by law, for the confirmation of certain titles to lands within this territory, in addition to those conditioned for by the articles of agreement and cession between the United States and the State of Georgia; certain claims have, nevertheless, been omitted, which your petitioners cannot suppose to have proceeded from design, but because such descriptions of title did not present themselves to view at the moment of enacting the law regulating the grants of land south of the State of Tennessee.

The first claim to landed property, which your petitioners are now desirous of stating to your honorable body, depends upon a warrant of survey, granted by the Spanish Government, and, in consequence thereof, the land actually surveyed, and the proprietor furnished with a plat and certificate by the surveyor, executed previous to the 27th of October, 1795. This species of title the inhabitants have been in the habit of considering as an absolute right, although not completed by patent, and such titles have been permitted to descend by inheritance, or to be transferred by sale, although no improvement or actual settlement has been made.

Your petitioners respectfully present, also, to the notice of your honorable body, that, in the first section of the aforesaid act, it is provided that any person who had obtained a warrant of survey of lands from the British or Spanish Government shall be confirmed in his titles, provided that the lands were actually inhabited and cultivated by such person, or for his use, on the 27th day of October, 1795, (no survey of the land being here required.) In pursuing the strict letter of this section of the act, a person may be deprived of his lands, who had improved and cultivated them for many years, but who, by the rotation of crops, and the necessary repose to be given to the soil, had judged it expedient to discontinue the cultivation of lands of the last mentioned description, during the year 1795, which, your petitioners are fully persuaded, was not the intention of Congress.

It is also provided by the aforesaid act, that no certificate shall be issued by the commissioners for lands lying east of the Tombigbee river, although a considerable number of persons are settled to the east of that river, on lands to which the Indian title has been extinguished, holding such rights as are customary within other parts of the territory; and which provision, your petitioners presume, would not have been admitted, had Congress been duly apprized of the above-stated circumstance.

An injury would also arise from that part of the aforesaid act, (if carried into effect) which provides that minors, not being the heads of families, shall not be confirmed in their claims to lands held by warrant of survey and improvement; many elderly persons residing in this country have preferred making application, in the names of their children, to the Spanish Government for lands, on which large improvements are now made. The operation of the aforesaid provision would, in many cases, turn out to beggary and misery families which are now comfortably settled.

Your petitioners, therefore, respectfully solicit that your honorable body will be pleased to take into consideration the premises, and enact such supplementary ordinance as shall authorize the commissioners to confirm all claims and titles to lands under the circumstances above described.

And your petitioners, as in duty bound, shall ever pray, &c.

WILLIAM CONNER,

Speaker of the House of Representatives.

JOHN ELLIS,

President of the Legislative Council.

Attest:

RICHARD S. WHEATLEY,

Clerk of the House of Representatives.

NOTE.—See Report No. 92.

8th CONGRESS.]

No. 79.

[1st SESSION.]

REVISION OF THE LAWS RESPECTING THE SALE OF LANDS.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, DECEMBER 2, 1803.

Mr. NICHOLSON, from the committee who were directed to inquire into the expediency of amending the several acts providing for the sale of the public lands of the United States, made the following report, in part:

By an act passed at the last session of Congress, entitled "An act regulating the grants of land, and providing for the disposal of the lands of the United States south of the State of Tennessee," so much of the five millions of acres, which were reserved by the articles of agreement between the United States and the State of Georgia, as might be necessary for that purpose, were appropriated for the purpose of satisfying, quieting, and compensating, the various claims to lands lying within the Mississippi territory, which were derived from an act of the State of Georgia, passed on the — day of —, in the year 1795, the Secretary of State, the Secretary of the Treasury, and the Attorney General, were authorized to receive from the claimants propositions of compromise and settlement, and to report their opinion thereon to the present session of Congress.

The committee are of opinion that the final extinguishment of these claims is an object of primary importance; inasmuch as the sales of land by the United States, in the Mississippi territory, will, of necessity, be materially affected by the conflicting titles which may be derived from the United States, and from the claimants under the act of Georgia, although the titles derived from the latter source may ultimately prove defective.

It is probable that propositions of compromise may have been offered by some of the claimants, but the nature and extent of these the committee are totally unacquainted with; nor is it known whether all the claimants, who are numerous, and reside generally at a considerable distance from the seat of Government, can make their propositions during the present session. This circumstance will, of course, very much retard the final settlement of a dispute, which the interest of the United States requires should be speedily adjusted.

The committee, therefore, beg leave to submit the following resolution:

Resolved, That the Secretary of State, the Secretary of the Treasury, and the Attorney General, for the time being, be authorized to receive propositions of compromise and settlement from the several companies or persons, claiming public lands in the territory of the United States, lying south of the State of Tennessee, and west of the State of Georgia; and finally to adjust and settle the same, in such manner as, in their opinion, will conduce to the interests of the United States.

NOTE.—See further report, No. 94.

8th CONGRESS.]

No. 80.

[1st SESSION.]

CLAIMS OF TENNESSEE.

COMMUNICATED TO THE SENATE, DECEMBER 5, 1803.

To the Honorable Senate and House of Representatives of the United States in Congress assembled:

The undersigned respectfully represent that the State of Tennessee, being particularly desirous to preserve that harmony which hath hitherto happily subsisted between the United States and that State, hath, on her part, appointed the undersigned commissioners, with full powers to settle the disputes between the United States and said State, respecting the vacant and unappropriated lands lying within the limits of the State of Tennessee. The undersigned, therefore, respectfully suggest the expediency of passing a law, authorizing the President of the United States to appoint commissioners, a majority of whom shall have power to adjust and determine, with such as are appointed under the legislative authority of the State of Tennessee, all interfering claims of the United States and that State, to the vacant and unappropriated lands, lying within the limits of the said State of Tennessee.

JOS. ANDERSON,
WM. COCKE,
WM. DICKSON,
JOHN RHEA,
GEO. W. CAMPBELL.

8th CONGRESS.]

No. 81.

[1st SESSION.]

CLAIMS OF THE CITY OF NATCHEZ.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, DECEMBER 15, 1803.

Mr. LATTIMORE, from the committee to whom was referred the petition of the Mayor, Aldermen, and Assistants of the city of Natchez, made the following report:

That, from investigating the subject of the said petition, it appears, that in the aforementioned city are two lots, (upon which is a public building) and between twenty and thirty acres of unoccupied land, lying between the houses and the Mississippi river; which said lots and land are claimed in behalf of the said city, by the Mayor, Aldermen, and Assistants of the same; but to which no legal evidence of title has been exhibited.

In the 12th section of an act passed the last session of Congress, entitled "An act regulating the grants of land, and providing for the disposal of the lands of the United States, south of the State of Tennessee," an exception is made "of such town lots, not exceeding two in the town of Natchez, and of such an out lot adjoining the same, not exceeding thirty acres, as may be the property of the United States, to be located by the Governor of the Mississippi territory, for the use of Jefferson College."

From all the information which your committee possess relative to the number of town lots, it does not appear that the location can be made in favor of the college, pursuant to the 12th section of the act above cited, without depriving the town of the two lots which it claims, as having been originally reserved for its use and convenience.

Whether the land lying between the houses and the river can be located, by virtue of so much of the said 12th section as excepts thirty acres of an out lot, in favor of the said college, is a point which is not so clear in the view of your committee; seeing that, through this land is the only road to another part of the town, which lies below the hill, immediately on the bank of the river. But, believing it expedient to secure to the city the use of the said lots and land, your committee beg leave to state the reasons upon which their opinion is founded.

The town of Natchez, from its situation, is necessarily frequented by a great concourse of people in descending and ascending the Mississippi, and in returning home by land from the lower country. From its situation, also, it is always subject to an influx of Indians, who, from excess and intoxication, (which it is exceedingly difficult to prevent) often breed riots and tumults, to the no small annoyance of the inhabitants. Hence arises a necessity for a strong and vigilant police, and, of consequence, for a court-house and gaol, which convenience and security would require to be in a central part of the city. The two lots claimed by the town appear to furnish a site peculiarly adapted for such buildings. But if the right to them shall be vested in the college, it is not probable that the town could obtain them for that purpose, without paying a far greater sum than its present resources would allow. From the exclusive support of a number of paupers and sick persons, from all parts of the Western country and other places; and from a variety of local purposes, for which considerable sums are necessary, besides a full portion of county and territorial taxes; the corporation have already to sustain such a burthen of expense, as your committee conceive it would be improper to increase, by a deprivation of any advantages that its own internal circumstances may afford.

As there appears to be no other land claimed by the town, which is suitable for commons, besides that which lies between the houses and the river, it would also be improper, in the opinion of your committee, to deprive the town of the convenience thereof, by providing for an object which might be otherwise effected. But another, and much more weighty consideration, influences their opinion on this subject. If this land is held by the town, experience will dictate the propriety of keeping it unoccupied by buildings, and of planting it with trees, in order to preserve the health of the inhabitants; but if it is possessed by the college, the interest of that institution will require that it should be either leased or sold; in which case it would be crowded with houses, which, by confining and vitiating the air, would render the town unpleasant and unhealthy.

While your committee conceive it to be at all times honorable and proper to make liberal provision for the establishment of literary institutions, they cannot but regret that this provision cannot be fully applied to the laudable purpose for which it was made, without producing injuries, for which it will not be within the competence of Congress to make reparation. But your committee believe, that, if the exceptionable part of this provision shall be rescinded, Congress will possess the disposition as well as the power to compensate the college, by other suitable donations.

From these considerations, and from a persuasion that the claim of the town of Natchez to the aforementioned lots and land, and its important uses for the same, were both unknown to Congress at the time that the law excepting them for the use of the college was enacted; your committee are of opinion, that so much of the said law as makes the exception, ought to be repealed; and, therefore, respectfully submit the following resolution:

Resolved, That so much of the 12th section of the act passed the 3d day of March last, entitled "An act regulating the grants of land, and providing for the disposal of the lands of the United States, south of the State of Tennessee," as excepts "such town lots not exceeding two in the town of Natchez, and of such an out lot adjoining the same, not exceeding thirty acres, as may be the property of the United States, to be located by the Governor of the Mississippi territory, for the use of Jefferson College," ought to be repealed.

NOTE.—See No. 100.

8th CONGRESS.]

No. 82.

[1st Session.]

AMENDMENTS SUGGESTED TO THE LAWS RELATING TO SURVEYS AND SALE OF LANDS.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, DECEMBER 23, 1803.

To the Honorable the Senate and House of Representatives of the United States, in Congress assembled, the petition of the undersigners, residents and purchasers in the State of Ohio, respectfully sheweth:

That your petitioners, whilst they highly approve of the plan adopted in surveying the public lands, tending effectually to prevent the uncertainty of title, and the many unhappy effects attending it, with much deference, give it as their opinion, that the existing laws of the United States, providing for the sale of the public lands, are susceptible of sundry amendments, which, whilst they will greatly increase the sale of the lands, and, of course, promote the interest of the Union at large, will enable the industrious resident or emigrant to purchase a quantity proportionate to his capital, and, by this means, be mutually advantageous to the Government and individuals. Your petitioners very respectfully offer, for the consideration of your honorable body, the amendments which they believe will produce the effects above mentioned:

First, then, your petitioners are convinced, from the knowledge and experience of many of them, that the land is sold in tracts too large for purchasers generally, which tends to encourage speculation in more wealthy citizens, as well as to prevent the settlement of the country, your petitioners, in order to remedy this evil, respectfully propose the following amendment, which will not alter the present system of surveying the lands, nor be attended with any additional expense to the United States, viz: That the lands be surveyed into tracts containing one-sixth of a section, or one hundred and six and two-thirds acres, at the expense of the purchaser, by surveyors appointed for that purpose.

Secondly, Your petitioners have ever viewed that part of the law imposing an interest of six per centum per annum, on the amount of purchase money unpaid after and from the day of sale, as being severe, and contrary to the general custom which prevails in the several States and among individuals in the sale of lands; many of your petitioners have sold their property in the Atlantic States, on long payments, and without interest, until the payments become due; others of your petitioners removed to the country at an early period, with a view to provide a home for their rising families, and, having settled, and expended much labor on public land, were, in some measure, obliged to purchase, although much dissatisfied with this part of the law. When your honorable body reflect, that the minimum price of the lands per acre is two dollars; a higher price than has been asked by any State in the Union for uncultivated lands; the difficulties encountered by the first settlers in this new country; exposed, by want of accommodation and the necessities of life, to sickness, frequent losses of property, no regular market, as yet, for their surplus produce, with many other difficulties which might be enumerated; and, above all, when your honorable body reflect that the United States have at least two hundred millions of acres of land on the Mississippi and Ohio rivers, and their respective waters, at present a wilderness, your petitioners trust you will believe it good

policy to encourage the settlement of the country, for reasons which your petitioners believe too plain to mention. Your petitioners, therefore, respectfully request that the payments for land purchased of the United States may not be charged with interest until after the periods fixed for payment. Your petitioners are the more sanguine in expecting this amendment will take place, when they recollect that when the law of May 10, 1800, passed the House of Representatives, the principle your petitioners advocate was adopted, but by an amendment of the Senate; the features of the bill were greatly altered, and, as your petitioners conceive, to the disadvantage of the United States, and of individuals.

Thirdly, Your petitioners respectfully request the three reserved sections in each township may be offered for sale as soon after the next session of Congress, and on such terms as your honorable body shall think most proper.

Fourthly, Your petitioners respectfully request that fractions, or part of sections, may be sold separate from the adjoining entire sections; it frequently happens that two, three, four, and sometimes five, fractional sections are attached to one entire section, making, in some cases, a tract of more than two thousand acres of land, no part of which can be sold, and very few are able to purchase the whole.

Fifthly, Your petitioners respectfully submit to the consideration of your honorable body, the propriety of charging entry and patent fees, and most respectfully request the law on this subject may be altered, that the purchasers may obtain their patents from the registers, respectively, and not be obliged to go or send to the seat of the General Government for them. Your petitioners are very deeply impressed with a sense of their obligations to the General Government for their late repeated acts of friendship and disinterestedness towards the citizens of Ohio; and, on their part, they can only assure your honorable body that it is their sincere wish to promote the interest of the Union at large, by facilitating all in their power the sale of the public lands on such terms as Congress shall think best calculated to promote the general interest. Your petitioners, having now a representation in Congress, refer your honorable body to them for more correct information in detail on the foregoing subjects.

And your petitioners, very respectfully, as in duty bound, &c.

JOHN BOGGS, Senr. and others.

8th CONGRESS.]

No. 83.

[1st Session.]

MILITARY LAND WARRANTS.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, DECEMBER 26, 1803.

Mr. VAN HORNE, from the committee appointed, in pursuance of a resolution of the fifth instant, "to inquire into the expediency of giving further time to the proprietors of military land warrants, to obtain and locate the same," and to whom were referred several petitions on the same subject, made the following report:

That, so early as the 16th September, 1776, a resolution was passed by Congress, promising the officers and soldiers who should continue in service during the war, a bounty in lands.

That, on the 20th May, 1785, an ordinance was made, setting apart certain portions of land within the seven ranges of townships northwest of the Ohio river, to be drawn for, under the direction of the Secretary of War; but, by another ordinance, of 22d October, 1789, it was in part repealed, and two other tracts set apart for satisfying military claims, viz: one million acres west of the seven ranges of townships, and a tract lying on the northwest of Ohio, and between the Wabash and Mississippi rivers.

That provision was also made the 9th July, 1788, authorizing the Secretary of War to issue land warrants to officers and soldiers, and their assigns, or legal representatives; and locations permitted on townships of six miles square only.

That, during the existence of those provisions, and the frequent variations thereof, under the former Government, your committee cannot find that the claimants were, or could become, possessed of their promised bounty.

In pursuing the inquiry, since the establishment of the present Government, they find that a law passed the first day of June, A. D. 1796, appropriating (in lieu of the former) a tract of land east of the Scioto river, and south of the Indian boundary line, amply sufficient to satisfy all military claims, which provides for surveying the same in townships and quarter townships, and the manner of locating military land warrants, but limits the time for making the locations to the 1st day of January, 1800. These provisions appear to have expired before any locations were made.

By a supplementary law, passed the 2d March, 1799, the time for registering warrants and making locations was extended to the 1st day of January, A. D. 1802, but no locations, on a less quantity than four thousand acres, could be made before the 17th March, 1800. It is, therefore, believed that many meritorious claimants, unable to locate a quarter township, and not knowing with whom to associate for that purpose, have become discouraged, and probably never heard of the latter provision until its expiration; for, although subsequent laws extended, partially, the provisions down to April last, the whole time afforded for locating military land warrants will not be found to exceed three years—a period of time, in the opinion of your committee, too limited for a class of citizens scattered over so immense an extent of territory as the United States, to avail themselves of it, for obtaining a bounty to which they are so justly entitled.

They, therefore, submit to the House the following resolutions:

1st. *Resolved*, That further time ought to be given to claimants of military land warrants to obtain and locate the same.

2d. *Resolved*, That further time ought to be given to the holders of military land warrants to locate the same.

3d. *Resolved*, That all locations, hereafter to be made, shall be on the unlocated parts of the fifty quarter townships, and fractional parts of townships, appropriated for satisfying the claims of individuals for military services, by a law of the 1st day of January, one thousand eight hundred.

DEAR SIR:

FEBRUARY 4, 1804.

I find no other safe way to extend the time for obtaining and locating military warrants, than to revive and continue in force, till the 1st January next, the act of 26th April, 1802, with two provisos; the one to confine the locations to the reserved quarter townships, and the other to ascertain that no warrant shall be located, a duplicate for which issued by virtue of the act of 3d March, 1803. In this way, holders of warrants already issued will be able to locate them till 1st January next; and the Secretary of War will receive applications on claims (for which the warrants have not yet been issued, or have been lost) till the same time. And next session a law may be passed similar to the second section of the act of 3d March, 1803, to authorize the issuing and locating of warrants for claims thus applied for. The destruction of papers in the War Office prevents any other safe mode of granting relief.

With respect, your obedient servant,

ALBERT GALLATIN.

The sketch of a bill to that effect is enclosed.

Honorable Mr. VAN HORNE, in Congress.

8th CONGRESS.]

No. 84.

[1st Session.

CLAIM TO LAND FOR MILITARY SERVICES BEFORE THE DECLARATION OF INDEPENDENCE.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, DECEMBER 26, 1803.

Mr. JOHN COTTON SMITH, from the Committee of Claims, to whom was referred the petition of John Thompson, made the following report:

The petitioner states that, in consequence of having served as ensign three years in the British service, he became entitled, in virtue of the royal proclamation of 1763, to two thousand acres of land, which quantity was actually surveyed to him on the waters of the Salt Lick creek, in the year 1773. He prays that this tract, or an equivalent for it, may be granted to him.

If the petitioner acquired a title to the land by the proclamation and survey to which he refers, what prevents his establishing its validity in a court of justice? If no title was acquired, where is the obligation on the part of the United States to pay debts contracted, or to perform engagements made, by the King of Great Britain anterior to the Revolution?

Your committee are of opinion the prayer of the petition ought not to be granted.

8th CONGRESS.]

No. 85.

[1st Session.

SOUTH CAROLINA YAZOO COMPANY.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, DECEMBER 28, 1803.

To the Honorable the Senate and House of Representatives of the United States in Congress now assembled.

The memorial of Alexander Moultrie, of South Carolina, in behalf of himself and others, claimants of compensation, under the late session and convention between Georgia and the United States, and the acts lately passed in Congress thereon, as purchasers of Mississippi territory, in the year 1789, from Georgia, respectfully sheweth:

That your memorialist, in the behalf aforesaid, some time in December, 1802, presented to the commissioners appointed by Congress to receive and adjust the claims for compensation, under the convention aforesaid, the petition and representation hereunto annexed, marked A, setting forth fully their right to a certain territory therein mentioned, and purchased from the State of Georgia, in December, 1789, and which has been ceded by Georgia in April, 1802, to the United States, praying, by said petition and representation, compensation for the damages and losses sustained by such purchase, and the cession so made of the same to the United States, as by the said petition and representation more fully and particularly will appear, and to which your memorialist begs leave to refer.

That, after the said petition and representation had been presented, your memorialist was heard on the same before the honorable the House of Representatives, on the 22d day of February last, in support of the rights claimed therein, and of the application for compensation, under the convention with Georgia; and certain measures were thereon adopted, in the Legislature of Congress, as set forth in the memorial B, hereunto also annexed, and lately presented to the commissioners therein named, as by the said memorial, and the journals of Congress, will more particularly appear.

That, by the said memorial B, and the said journals, it will appear, your memorialist's claim of right, and compensation for the same, were duly and formally admitted by the House of Representatives, and extended generally to the like claims, under like circumstances, derived from the act of the Legislature of Georgia, passed in December, 1789, equally with other claims then exhibited by purchasers from Georgia in 1795, and as founded in equity and justice, and the true spirit of the convention with Georgia.

That your memorialist understands a measure is to be proposed for the adoption of this honorable body, and to be introduced into the House of Representatives, giving to the commissioners aforesaid full and absolute powers finally to determine and conclude the different claims under the convention aforesaid (although they were already admitted by the House of Representatives, and acted upon, as aforesaid) without any right of appeal, in case the terms of compensation, or the decision respecting their rights, should not be satisfactory to any of the claimants, or settled by mutual compromise.

Your memorialist, therefore, apprehending the rigid effects of such a measure, humbly prays that this honorable House do take his case into consideration, and that they will adopt some such other mode of settling merely the compensation due him and his associates, as, in their wisdom, they shall judge the best to advance the merits of his case, and administer the liberal relief provided by the convention, and humbly sought for in his application.

And your memorialist will ever, &c.

ALEXANDER MOULTRIE.

DECEMBER 27th, 1803.

A.

THE PETITION AND REPRESENTATION OF THE MEMBERS OF THE SOUTH CAROLINA YAZOO COMPANY.

To the honorable the commissioners appointed by the Congress of the United States of America, in pursuance of articles of agreement and cession, made between the said Congress and the State of Georgia, on the 24th April, 1802; relative to her Mississippi territory, and to whom applications are to be submitted by individuals, for compensation of any rights and claims they may have on any contract with Georgia, relative to any part of the said territory, as under and by virtue of the said agreement and cession is directed to be made.

The petition and representation of Alexander Moultrie, William Clay Snipes, the representatives of General Isaac Huger, deceased, and Doctor James Moultrie, for and in behalf of themselves and others, whose claims are also herein submitted for compensation, members of the South Carolina Yazoo Company, on the grounds and facts represented in their regular order, and authentically stated in this representation, respecting a contract made with Georgia for Mississippi lands, sheweth:

That your petitioners, in order to put their case in as clear, comprehensive, and compact point of view as possible, beg leave to lay the same before your honorable board, under three grounds of consideration. First, The nature

and the proof of the contract made with Georgia, as aforesaid, and on which their claims are founded. Secondly, the proof of the full compliance therewith on their part, and the rights naturally resulting therefrom to them; and Thirdly, the losses and injuries they have sustained, by Georgia having refused to fulfil her part of the contract.

To the first ground, your petitioners beg leave to state, that it will appear, from the brief of the bill of complaint and proceedings in equity filed, and of record in the Supreme Court of the United States, held at the seat of Government; and the documents and testimony therein of record, in a suit against Georgia; to which brief (a copy of which is herewith annexed) and the original plenary proceedings, documents, and proofs so recorded, your petitioners crave leave as often as may be necessary to refer. That application was made to the Legislature of Georgia, some time in December, 1789, in consequence of encouragements held out by that State, by a petition to the said Legislature, for a purchase of part of her Mississippi territory, (which afterwards became designated by the name of the South Carolina Yazoo territory) and that the proposals and terms expressly stipulated and offered in and by said petition, were to pay for the same in the paper credits of Georgia; to the official copy of which petition, duly authenticated under the seal of Georgia, and marked H, amongst the documents filed with the bill in the Supreme Court aforesaid, your petitioners beg leave to call your particular attention.

Your petitioners further represent to your honorable board, that after the said petition was so presented, and referred to a committee, a bill was brought into the Legislature of Georgia, for the purpose of such purchase so applied for, and passed into an act. An authenticated copy of which act, under the seal of Georgia, is annexed as an exhibit and document to the bill of complaint filed, as aforesaid, and is amongst the records aforesaid, and marked A, and to which your petitioners crave leave, for a greater certainty, to refer.

That it will appear by said act A, the lands so purchased were specifically located, and said to be *about* five millions of acres; and the "*amount*" of sixty-six thousand nine hundred and sixty-four dollars was to be paid for the same, within two years from the 21st December, 1789, the date of that act. That the purchasers, under the said act, were, at their own expense, to extinguish the Indian claims to the said territory; and keep the peace of Georgia with them in doing so, and to settle the same as soon as possible, as appears by the preamble of the act as an express stipulation; and that the State of Georgia was not to be responsible for any loss, or deduction of the quantity sold, by any prior claims, but that the purchasers were to take the same for more or less.

Your petitioners also further represent, that, whilst the said act was passing the Legislature, it being the express terms of the purchase to pay for the same in Georgia paper, and it being understood certain bills of credit of Georgia, called Rattlesnake money, were then of no value, and never likely to be so, and might, under the general terms of said purchase, be offered in payment; objections were made by certain members of the Legislature, to the passing the bill into an act, unless the purchasers would agree that particular species of paper should be excluded; and a committee was appointed to confer with them, and did stipulate with them to that effect: which being done, the said bill passed accordingly into the law A, as aforesaid. For the authentic proof of which, your said petitioners beg leave to refer to the testimony of Lachlan M^rIntosh, Esq. and Col. Habersham, late Postmaster General of the United States, who were both members of the Legislature of Georgia at the time, and present; and the which testimony is of record amongst the proceedings in equity aforesaid, in answer to interrogatories exhibited under a commission of the Supreme Court aforesaid.

And your petitioners further represent, as an additional proof of the real intention of the parties to the contract of purchase aforesaid, and that the payment was to be received in paper, that they beg leave to refer to exhibit B, filed and of record, with the bill of complaint aforesaid, being a copy of a *protest* made by the minority of the House of Representatives, immediately after the said act A had passed into a law, in December, 1789; and further, to the testimony of Lachlan M^rIntosh, Doctor John Hall, and Col. Habersham, aforesaid, to the 5th *interrogatory* administered them, under the commission aforesaid, for Pennsylvania, in full confirmation and proof of the said exhibit B: whereby, it appears, the said minority thought a better bargain could have been made by Georgia, by taking part only in paper, with the rest in specie and produce, for the sale she had made; which protest is indubitable evidence of their own, in confirmation of the contract having been made with the South Carolina Yazoo Company, only for paper.

And your petitioners further represent, on the second ground submitted, and as a further proof and confirmation of the said contract of purchase being made, to be payable only in paper; as well as a proof that the contract, from being merely an executory one, became an executed contract on the part of the purchasers, and binding on Georgia; that they beg leave to refer to the original exhibits and documents of two receipts filed, and of record, with the bill of complaint aforesaid, and in the proceedings aforesaid, from the Secretary of the Executive Department of Georgia, (copies of which are also printed in the pamphlet herewith accompanying this petition,) also to the testimony of Doctor John Hall, Peter Conway, Lachlan M^rIntosh, and Colonel Habersham, to the 7th and 10th *interrogatories* administered to them, in proof thereof, under the commission aforesaid, and of record as aforesaid; whereby it appears, by the first receipt, that on the 13th August, 1790, six hundred and thirty pounds, eighteen shillings were paid, and received into the treasury of Georgia, from Wm. Gibbons, in part payment of the purchase aforesaid in "*bills of credit*," and certified to be in "*part of*" the "*amount of*" sixty-six thousand nine hundred and sixty-four dollars, purchase money aforesaid; and whereby it appears, in the second receipt, that on the 11th September, 1790, five hundred pounds "*paper medium*," were also in like manner paid and received, "*as a further payment in part*" of the "*amount of*" the said purchase in Georgia. All which payments are now retained by the State of Georgia.

And your petitioners further represent, as a proof of the further compliance of payment, pursuant to their contract, and in full completion and execution thereof on their side, that they beg leave to refer to the exhibit and document G, filed with the bill aforesaid, and of record with the same, being a certificate by Mr. Meals, Treasurer of Georgia, of a tender being made to him, pursuant to the act A, exhibited within the two years limited by their contract aforesaid, of the balance then due. And the which facts relative to such tender, as well as the certificate, is also fully proven, by the testimony of Edwin Gardner, of Charleston, merchant, and Richard Smith, (who were present at the time,) by their answer to interrogatory exhibited to them, under a commission from the Supreme Court aforesaid, and of record as aforesaid. The which tender was refused by the Treasurer of Georgia, though it was on better terms (if possible) than the payments contemplated by the contract, and in fair compliance with it; and far better than that, the minority of the House contended by their protest, ought to have been asked by the Legislature of Georgia as aforesaid.

Your petitioners, therefore, humbly submit, on their first and second grounds, submitted herein for consideration, as aforesaid, that the facts and proofs hereinbefore adduced, with the documents referred to, establish, beyond a doubt, the full completion and execution of the contract for the purchase aforesaid, with Georgia, on behalf of the purchasers, as to the payments to be made to the same; whereby every right therein became absolutely and irrevocably vested in them, pursuant to such purchase, independent of the expenses hereinafter proven to be made and incurred, to promote the settlement of their purchase, pursuant to their engagement stipulated by the requisition of Georgia, in the act A, aforesaid, and which only were incurred and gone into by them but from a sacred regard to their contract with that State, and a firm reliance on the support of that public body, and her plighted faith.

And your petitioners, on their third and last ground of claim, beg leave further to represent, that, after all the transactions before stated and brought into proof, had taken place; after the payments had been made and tendered by them, as aforesaid, notwithstanding, in addition thereto, an enormous expense had been entered into and incurred, to forward the settlement of the purchase aforesaid, in further execution of their contract, and pursuant to the stipulated requisition of Georgia, as aforesaid, (the particulars of which will hereafter appear by undoubted testimony referred to, and a just schedule of the same.) The State of Georgia, neglecting her contract aforesaid, and the expenses, losses, and enormous injury she had done, by refusing to comply with the same, with the purchasers aforesaid, sold the same property purchased of them, as aforesaid, together with a larger quantity of the same kind, to four different companies, and conveyed the same to them, by an act of her Legislature, passed in February, 1795, to which act, marked A A, amongst the exhibits and documents of record, with the bill of complaint aforesaid, your petitioners crave leave, for greater certainty, to refer.

And your petitioners further represent, that, by the sale made by the said act, it will appear from the description of property sold the different companies therein mentioned, that the property sold two companies therein mentioned,

to wit, the Georgia Company and the Georgia Mississippi Company, is located on, and takes away the whole property sold the South Carolina Company, as aforesaid; and that the said two companies, as members of the public corporate body of the State of Georgia, acting by their agent and representative body in Legislature assembled, can never plead ignorance of the representative and legislative acts of the Legislative and Representative body of their country, nor the constituted authorities acting thereunder, is a principle too well recognized on every ground of law and civil policy, established from the oldest adjudications. Nor can such ignorance be alleged, in fact, when, by the answer of Thomas Glascock, Ambrose Gordon, and Thomas Cumming, filed in the Supreme Court, to the bill of complaint aforesaid, they confess that they knew of the payments and tender made as hereinbefore is alleged, from report, (as by the said answer will appear) all which, without intending to injure the present claims of these companies, proves they were at least, what is called in law, purchasers, with notice of a former right.

And your petitioners beg leave to represent that, formerly, the subject of this property sold by Georgia to other companies, as well as to the four companies herein last mentioned, was a common bone of contention and dissension between them all; and from the variety of conflicting interests involved under different claims, and so generally disseminated through the different States of the Union, threatened a melancholy source of complaint, discord, and division; which, in all human probability, might have greatly disturbed the peace of our Government, and embittered every source of public happiness. That they are happy to find the magnanimity of the Government hath interfered to put an end to all these evils—to destroy all collision of interest and useless distinctions of right—to embrace the claims of all, by her protecting sovereignty and justice, upon one indiscriminate principle of accommodation—and to harmonize and compensate all who stand now upon no other than one common ground of injury and injustice done to them—and from a source, too, which, whilst it will prove an almost incalculable fund of wealth, population, and strength to the United States, will fully compensate all claimants under Georgia for any injury, with what (though sounding large) will be but a drop in the bucket, to the benefit the Union will receive. Fifty-three millions of acres of the richest territory, diversified with almost every climate of our hemisphere, worth now two guineas an acre, which will be increasing in value with the rapid population, every reason induces to expect, besides the source it will afford in future for revenue, by direct or indirect taxation, added to the strength of population, will, in a few years, exalt the grandeur of the United States, as a nation, equal to that of the most distinguished powers of the earth, if not superior to them.

Your petitioners further beg leave to represent, that the land contracted for by the South Carolina Yazoo Company, though sold for more or less than five millions of acres, contains, by accurate calculation, from the description in exhibit A, and correct maps, at least ten millions of acres, if not more.

They further beg leave to represent that, by a reference to the schedule A B, hereunto annexed, some idea can be had (of at least part) of the expenses incurred by the contract aforesaid, with Georgia, and which only can now be submitted with authenticity. "To which schedule, for the particular application of" each sum, and account of expenses, and the authenticity of which the testimony of Jacob Jacobs, Edmund Phelon, William Shirliff, Alexander Rose, James Matthews, Andrew Kerr, Edwin Gairdner, William McCleod, Adam Tunno, Robert Hazlehurst, and William Robertson, gentlemen of established respectability in Charleston, is referred to; which testimony is recorded with the bill and records of the suit aforesaid, in the Supreme Court of the United States, and which petitioners beg leave to submit as proof to your consideration. All which, with the other facts adduced, show the magnitude of injury (to say no more) done to the purchasers from Georgia aforesaid. And the more so, it will appear, when we contemplate the property sacrificed, the funds expended, the loss of interest now accrued thereon, the disappointments, loss of credit, and the various oppressive and injurious circumstances of embarrassment attendant on, and arising therefrom, and in so great an object of pursuit, and of so much expectation.

And your petitioners further beg leave to represent, that it will be found that no attention has been wanting in them to the duties of their contract with Georgia, nor their interest arising therefrom. Their bill of complaint in the Supreme Court of the United States was filed, and proceedings had against Georgia, for a specific execution of her contract in manner, and at the time, as by the same and the proceedings thereon had of record, as aforesaid, will appear; and was about to come to a hearing, (the same being set down, and briefs delivered for that purpose) for February court, 1798. But the alteration of the constitution, in respect to the suability of States, being ratified immediately before, and which, by an ex post facto operation, abated the said suit so instituted, your petitioners have been without remedy, until the late provision of Congress, in her agreement and cession with Georgia, as aforesaid.

And, lastly, your petitioners beg leave to represent that they know of no person from the South Carolina Yazoo Company (the specific appropriation of the property agreed for by them with Georgia, being given up to the United States, and only compensation from their contract and its injuries being now to be sought for) who can claim from Congress any compensation, but the petitioners herein named, and nominally distinguished, and Wm. Gibbons, of Georgia, in right of the money paid by him, as a member of the company, as aforesaid. Thomas Washington, mentioned in the proceeding, having only paid about three hundred pounds to Wm. McCleod, and having dissipated the funds of the company, and broken in upon them in a manner not now to be specified, to many thousands, and every other who had taken, at different times, a part in the company, having withdrawn their contributions and relinquished the business, and borne no burthen of expenditures: that, by misfortunes and accidents, their funds have been exhausted, except to about four thousand pounds sterling, in a Georgia certificate, bought of Alexander Rose, for above six thousand pounds; one thousand five hundred of which were reserved by Mr. Rose; that twenty-one thousand and ten pounds, four shillings, and one penny, of the indents of the State of South Carolina, and belonging to the State, were loaned by Alexander Moultrie to the company, when of little value; that the State has received for such from others, and may receive for the same, one pound in five, by compromise: but from whatever compensation Congress may make your petitioners, it will be necessary that that amount of the indents may be retained by Congress, to secure the State on any compromise to be made with her; and that the balance may be distributed amongst your petitioners in equal proportions.

And your petitioners pray, that such generous compensation be made them, as not only to extricate them from the difficulties they have been drawn into, and which they now labor under, by their contract, but, with a full consideration of the magnitude of the cession made by Georgia to Congress, and its great value and advantages to the Union, as well as the magnitude, and value, and the justice of the claims of the petitioners to the property contracted for with Georgia: the immense expenses they have been plunged into by such contract; the sacrifice of capital to raise funds, and the loss of interest sunk with it; the loss, also, of time and credit, from the embarrassments arising from their disappointment, as well as the most precious years of their lives; and the sacrifice of that domestic happiness, which is beyond the power of language to express.

All which they most humbly submit, &c.

IN THE SUPREME COURT OF THE UNITED STATES.

MOULTRIE, et al.

versus

STATE OF GEORGIA, et al.

} In Equity. COMPLAINANTS' BRIEF.

The bill states that complainants, citizens of South Carolina, for themselves and others, associates of the same State, show: That, in the year 1789, complainants, with one Thomas Washington, now dead, and several others, were applied to unite in application to the Legislature of Georgia, to purchase the territory in bill mentioned; also to purchase of Georgia the pre-emption right of extinguishing Indian claims thereto; that the application was made in December, 1789, and, on the 21st of December, 1789, an act of that Legislature passed, vesting said pre-emption and all right of Georgia in said territory, as by said act (exhibit A) appears; that, whilst said act was under deliberation, and immediately before its passing, the House of Representatives appointed a committee to meet the agent of parties applying for purchase, to stipulate as a condition on which said House would pass said act; that, in all payments for

said purchase, a paper emission of the State of Georgia, called Rattlesnake money, should be excepted and deemed inadmissible in such payments; that it was so agreed by agent of complainants and the committee, who returned satisfied to Honse, and bill passed into a law; that as demonstration of intention of parties that every paper credit current in Georgia, to the amount of sixty-six thousand nine hundred and sixty-four dollars, (except Rattlesnake) was to be received by Georgia for said purchase; a protest was entered by minority of House of Representatives disapproving of said purchase, and showing more advantageous offers had been made for said purchase, payable in tobacco and other property and paper issues, and public securities of Georgia; and that only certificates and public paper credits were to be paid by complainants for their purchase, (as by exhibit B appears) that, in June, 1790, Legislature of Georgia passed a resolve (filed with bill marked C, and an exhibit, also marked I) attempting to defeat their contract with complainants; that, after such resolve, two sums of money were paid, in part execution of complainants' contract, into treasury of Georgia, as by complainants' exhibits with bills E and F; that, on the 19th day of December, 1791, before expiration of two years allotted by contract of complainants to complete said purchase, complainants tendered John Meals, then Treasurer of Georgia, the balance due on their said contract, and demanded their grant, which tender said Meals refused, allowing the Carolina medium to be as specie and good tender, refusing specially only Georgia certificates, which were then twenty shillings in pound, and of far more value than when the act passed. Said certificate of tender and refusal by J. Meals, exhibited in paper G, to Carolina commission, annexed and proven.

That complainants, by (the law A exhibited) their contract, contracted to settle the said territory, and being desirous to carry speedily into execution every part their contract, laid out and expended many thousand pounds sterling to accomplish extinction of Indian right, and forwarding settlement, an arduous work intended beneficial to Georgia; that, encouraged by contract, great sacrifices made by complainants of money and property; many associates advanced nothing, especially Washington, who was means of their loss of above thirty thousand pounds sterling; new association now formed and present associates burdened with every loss; that, in tender of balance made to Meals, as in exhibit G, neither Washington nor his representatives had any concern or contribution; and complainants submit how far his representatives, and under what restriction, ought to be admitted, or whether they ought to be admitted, to partake of complainants.

That, before tender made in December, 1791, as in exhibit G, the whole amount of sixty-six thousand nine hundred and sixty-four dollars, in Hillhouse's and Wereat's certificates, had been tendered Meals, who took charge of them only as a private person, and could not officially receive them in payment; and that they were returned before the tender made 19th December, 1791, and distributed to each associate.

Combination charged against complainants' interest by sale from Legislature of Georgia to James Gunn, Matthew M'Allister, and George Walker, of part of the territory purchased before by the complainants, as aforesaid; also by said Legislature selling since complainants' purchase, viz. 7th January, 1795, to Nicholas Long, Thomas Glascock, Ambrose Gordon, and Thomas Cumming and associates, by name of Mississippi Company, the other part of the territory purchased by complainants, as aforesaid, (as appears by exhibit A A) although they were fully apprized of complainants' rights before confederates so purchased.

Prayer of bill for subpoenas against the State, and Attorney General and Treasurer of said State, and David Murray Washington, heir of aforesaid Washington; also to James Gunn, M. M'Allister, George Walker, and to Nicholas Long, Thomas Glascock, Ambrose Gordon, and Thomas Cumming, to answer bill and to file two copies authenticated of complainants' exhibits, also, to answer respecting the Rattlesnake committee, and that confederates file a copy of law, A A, and that D. M. Washington show what right he can have to merit protection of this court; also that confederates show what part of complainants' territory purchased by them. And that this court decree complainants' right, in territory so purchased by them, be deemed and held absolute, on their paying or tendering the Treasurer of Georgia, in public securities or specie, or the value in any money current in Georgia, the balance due for the amount of dollars contracted for to be paid. And that the right of Georgia in premises, and all others derived from the same, be bound by and decreed to be held and stand liable to claim and title of complainants, their heirs and assigns. That Georgia be deemed to confirm the same on complainants paying amount of bill due in specie, or valuable paper current in Georgia, and equal to gold and silver, or such certificates and paper credits as come within meaning of their contract; also, decree what interest the heir of Washington can have.

On this bill, process being served on defendants in summer of 1796, and proven in due form, for each party appearing in the court held at Philadelphia, in February, 1797, a decree was then made, pursuant to the rule of the — August, 1796, that the complainants proceed *ex parte* to their examination of proofs and to a final decree. This cause, set down for hearing at August term of 1797, was adjourned over to the next sitting.

Since the adjournment of the term for August, 1797, an answer from the defendants, Thomas Glascock, Ambrose Gordon, and Thomas Cumming, hath been (sworn to in Augusta, in Georgia, before John Wilson, Justice of the Peace) filed in the office of the clerk of this court in Philadelphia, setting forth: That they believe to be true, that, in 1789, complainants applied to Georgia for purchase of territory, as described in bill, and they admit that exhibit A, to complainants' bill is, in substance, (if not literally) a copy of the act of the Legislature, passed in pursuance thereof, and that a committee was appointed to confer on what kind of moneys was to be taken in payment, but were not members then of the Legislature; also, admit there was a publication of the members of the Legislature in handbills, or public prints, expressing their disapprobation of the law so passed; but don't know if exhibit B of complainants be a true copy, or if the majority was of the same opinion with the minority, as to kind of money or public securities to be received in payment; but, if permitted to form opinion, it appears, majorly originally understood, as declared in their resolves, (exhibit C) filed with complainants' bill, and in respondents' answer, that they knew of payments made by complainants, also of their tender made, but by report and the losses of complainants; that, some time in November or December, 1794, they applied to General Assembly of Georgia to purchase part of her unlocated Western territory, and described in exhibit A A, and that they obtained a grant, and paid Georgia for same, as in exhibit A A. Deny at time of their said purchase any knowledge of complainants' title to any part of same; and have, for valuable consideration, sold their said purchase to Wm. Wetmore, Leonard Jarvis, and Henry Newman, and their associates, called the New England Land Company, prior to hearing of complainants' claim, now set up, and the filing of their bill, and with no intention to weaken complainants' claim. Submit whether bound to provide, at their own expense, documents from public officers for complainants, having liberty to do so themselves. Deny combination, and pray in usual form.

Exhibits by complainants, as documents.

- 1st. Law A, under seal of State of Georgia, in usual form. Pennsylvania commission.
- 2d. Resolve C, filed with bill, proven under seal of State of Georgia, by document I.
- 3d. Document H, under seal of State of Georgia, being original petition of complainants to Georgia Legislature for purchase, for paying in Georgia paper, and on which law passed.
- 4th. Annexed to Carolina commission, exhibit G, certificates of tender by Meals, Treasurer.
- 5th. Annexed to Pennsylvania commission, receipt of Meriwether for payment made, certified in form under seal of State of Georgia.

Brief of complainants' proofs under the Carolina commission.

JACOB JACOBS proves he knows complainants. To sixth interrogatory says: Knows of purchase by them from A. Kerr of about two thousand nine hundred pounds sterling in goods, sold by deponent at auction for one thousand six hundred and sixteen pounds, four shillings, and five pence half-penny, which he understood intended to make payment of part of the purchase money to Georgia for Yazoo lands.

EDMUND PHELON, that he knows complainants. To sixth interrogatory: Knows of a contract by director of South Carolina Yazoo Company with Thomas Basket, a trader amongst Creeks and Choctaw nations, and to pay him one hundred pounds sterling to pilot deponent through Choctaw nations, and to the Natchez, and to serve deponent

as an interpreter to Indians; that deponent's mission was to prepare them for a settlement of South Carolina Yazoo Company at Walnut Hills, and on the Yazoo river; that deponent, to effect this, expected to meet Dr. I. O. Fallon and a Colonel Holder there, with a quantity of goods and settlers from Kentucky, to build houses on the Yazoo, and divide the goods with the Indians; that he arrived at Natchez 25th September, 1790, with Basket, and remained till August, 1791; that neither Fallon nor Holder arrived; and, in January or February, 1791, he saw a letter in possession of Don Gayoso, Governor of Natchez, written by Fallon, mentioning deponent's mission as an amicable one, requesting treatment of him accordingly; and that he, O. Fallon, was collecting settlers on the Ohio, and means for them, and would be down with them shortly. Believes Fallon was prevented going by the President's proclamation; that, before deponent went on his mission, he saw in the hands of A. Moultrie, signed by Fallon, receipts for money advanced Fallon, as agent of South Carolina Yazoo Company; that deponent received from Washington, before departure, twenty pounds, and, after return, receipt for company, from General Huger, three hundred dollars.

WILLIAM SHIRTLIFF knows complainants. To sixth interrogatory, that, when treasurer for South Carolina Yazoo Company, he expended for company one thousand one hundred and fifty-one pounds, sixteen shillings, and four pence sterling, and part for bills drawn by Fallon, as agent, whilst in Western territory; i. e. one bill to Robert Hazlehurst, for one hundred and twenty-five pounds, sixteen shillings, and one penny, sterling, and one to Adam and William Tunno, for two hundred and fifty pounds; and that he paid Basket, as a guide, and other expenses; and understood and believes they were for making a settlement on the Yazoo territory. To thirteenth interrogatory, says Phelon was sent by company about making settlements on Yazoo.

ALEXANDER ROSE knows complainants. To seventh interrogatory, that State of Georgia granted him a certificate for six thousand one hundred and three pounds sterling, current money of Georgia; out of which he sold J. Gairdner, of Charleston, for South Carolina Yazoo Company, four thousand six hundred and three pounds, at the rate of sixteen to seventeen shillings in the pound; which purchase he understood was to go towards paying Georgia for Yazoo lands.

JAMES MATHEWS knows complainants. To sixth interrogatory, knows Fallon, and that he was sent agent for company; that Fallon quitted South Carolina, but knows not on what mission. Seen him write, and knows his hand; and seen in possession of A Moultrie four receipts, in Fallon's hand, to amount all of two hundred and thirty-seven pounds sterling, moneys received by Fallon of A. Moultrie; saw these receipts before Fallon departed; and Fallon departed well provided with horses. A. Moultrie then director of the company. Persuaded Fallon went about Yazoo lands. That deponent assisted in counting twenty-one thousand and ten pounds, four shillings, and one penny, sterling, in South Carolina general indentures, and saw and attested a bond, from J. Huger, Thomas Washington, J. Weed, Alexander Inglis, for self and Alexander M'Gilvray, and Edward Penman, (and that W. C. Snipes signed it after) for twenty-one thousand and ten pounds, four shillings, and one penny, sterling, to A. Moultrie, dated 17th of February, 1790, about the day deponent counted indents, which he believes was loaned to the company; and to pay for Yazoo lands, and that the indents were sold for that purpose. Also, was witness to a receipt from Jacob Weed to Alexander Moultrie, (dated 17th of February, 1790) as director, for two thousand five hundred pounds sterling, in Carolina medium, to be applied towards company's payment to Georgia for Yazoo lands; which medium then at par with specie. Believes members of Yazoo Company resident at Charleston paid considerable sums of money, and incurred large debts, and much involved, in providing to pay for Yazoo territory.

ANDREW KERR knows complainants. To sixth interrogatory, Jacobs and Son bought of deponent's goods, to two thousand nine hundred pounds, for A. Moultrie and others, of Yazoo Company, and believes to raise money to pay for Yazoo land: knows of purchase of Rose's certificate from the State of Georgia, (of which Rose reserved fifteen hundred) to pay Georgia for Yazoo lands.

EDWARD GAIRDNER knows complainants. To seventh interrogatory, knows the purchase of goods from Kerr, of two thousand nine hundred pounds, and sold for about one thousand six hundred, which sum, with Weraet's certificates of Georgia, South Carolina medium, then at par with specie, some gold and silver, amounting (exclusive of the one thousand six hundred) to seven thousand pounds; also, some other Georgia paper was carried to Augusta, in December, 1791, to discharge last payment to Georgia for Yazoo territory: on arriving, found the last mentioned Georgia paper would not be received, and then sent to Charleston, to James Gairdner, to purchase Rose's certificates for about six thousand pounds; that some bought at seventeen and six pence per pound sterling, and brought to Augusta December, 1791, and formed part of the tender then made; that, the company then having sufficient funds, Mr. Thomas Young, Richard Smith, Robert Forsythe, and the deponent, attended John Meals, treasurer, at Augusta, on the 19th of December, 1791, and, in behalf of company, tendered him fourteen thousand four hundred and ninety-four pounds, five shillings, and eight pence, the balance then due for company's purchase of Yazoo lands; that the tender was composed of part specie, part Carolina medium, the rest Georgia Weraet's certificates, in the proportions mentioned in complainants' exhibit G; and that Meals refused the same in manner as declared in said exhibit G: that Meals was then Treasurer of the State of Georgia; that the name of J. Meals, subscribed to Exhibit G, is Meals's own hand writing, and written in deponent's presence.

WM. MC'CLEOD knows complainants. Sixth, that Washington and Snipes, as two members of South Carolina Yazoo Company, bought of him, in 1789, goods to about two thousand pounds sterling, and found, after, Moultrie and Huger equally concerned in that purchase; that the goods, he understood from a Colonel Holder, who chose them out, were intended to establish a store or settlement on the Yazoo territory.

JAMES GAIRDNER knows complainants. To seventh interrogatory, knows of the purchase of goods from Kerr, to amount two thousand nine hundred pounds, and the sale, by Jacobs, to pay Georgia for Yazoo lands; knows of the purchase of Rose's certificate, of about six thousand one hundred and three pounds sterling, and of one thousand five hundred pounds reserved for Rose, and that it was bought at seventeen and six pence per pound; that it was bought to tender to Georgia for Yazoo lands; that A. Moultrie also deposited one hundred barrels of rice, and Dr. Moultrie fifty barrels, to raise money towards tender; and that, on 16th of December, 1791, *Carolina medium at par with specie, and Weraet's certificates at seventeen shillings and six pence per pound.*

ADAM TUNNO knows complainants; in 1790, a bill of exchange from Fallon, for two hundred and fifty pounds, dated at Kentucky, and directed to the treasurer of the Yazoo Company, was remitted the deponent by John Holmes, of Baltimore; and that, in February, 1791, the bill was paid, with damages, by A. Moultrie, to two hundred and ninety-eight pounds, eight shillings, and nine pence.

ROBERT HAZLEHURST knows complainants; that, in 1789, 1790, or 1791, he received a bill, drawn by Fallon at Kentucky, directed to A. Moultrie and William Clay Snipes, on account of Yazoo Company, to pay five hundred dollars, which was afterwards paid by A. Moultrie.

WILLIAM ROBERTSON knows complainants; sixth, knows purchase of Kerr's goods to near three thousand pounds, and sale by Jacobs to pay for Yazoo lands; a bond was given for the goods, and was paid by Dr. Moultrie; knows that J. Gairdner was sent to from Augusta to purchase Rose's certificate, and which was done.

ISAAC TEASDALE knows complainants; to eleventh interrogatory, that, in month December, 1789 and 1791, the paper medium of South Carolina *passed in Georgia* at par with specie; and Georgia medium at fifty per cent. discount.

RICHARD SMITH knows complainants; to sixth interrogatory, that, in December, 1791, he came from Augusta to Charleston, to buy Rose's certificate, and which was purchased by James Gairdner, for company, and carried by deponent to Augusta, previous to 19th December, 1791; and that, on 19th December, 1791, deponent, with others appointed, attended J. Meals, Treasurer of Georgia, in Augusta, to tender fourteen thousand four hundred and ninety-four pounds, five shillings, and eight pence, to entitle company to grants; that such tender was then and there made in deponent's presence, in manner of the terms of exhibit G., Rose's Weraet's certificate composing part of the tender; deponent refers to exhibit G. for probate of it, &c.; that, on the 1st December, 1789, and 19th December, 1791, paper medium of South Carolina *passed in Georgia* at par with specie.

Exhibits and documents annexed to the complainants' commission, issued for witnesses to be examined on in Pennsylvania, viz:

- 1st. The resolve of the Senate of Georgia, 17th December, 1791, on the complainants' remonstrance presented.
- 2d. B. Protest of the minority of the House of Representatives of Georgia, on passing the bill to complainants in December, 1789, showing it was the sense of the Legislature, Georgia paper and certificates were to be received by Georgia in payment.
- 3d. C. Resolve of Georgia Legislature, 11th June, 1790, after protest and bill passed to complainants, directing Treasurer to receive only gold and silver, and paper medium, after a certain time in August following, in payment.
- 4th. Copy of a receipt for a payment made Georgia.
- 5th. An original receipt for a payment made Georgia.
- 6th. Specimens of Georgia certificates.
- 7th. An exhibit under the grand seal of the State of Georgia; containing—
- 8th. The law passed to complainants in December, 1789, by the Legislature of Georgia.
- 9th. A certificate of the payment made by complainants.

Depositions of witnesses on Pennsylvania commissions.

JOHN HALL, of city of Philadelphia.

To 1st interrogatory. That he knows complainants had a part of share in the company; but now not directly or indirectly concerned in event of suit.

To 2d. Can't say.

To 3d. Was not a member in Georgia Legislature in December, 1789, and did not attend there.

To 4th. Knows nothing.

To 5th. Knows nothing, except he read a paper purporting a protest, which he believes was printed in Augusta, in Georgia, in December, 1789, and believes the paper B, now shown, a copy of same.

To 6th. Knows nothing.

To 7th. That, 13th of August, 1790, on behalf of company, at Augusta, in Georgia, he paid Treasurer of Georgia five hundred pounds, in paper medium thereof; which said Treasurer received of him, on account of complainants, and in part payment of the purchase of land on the Yazoo and Mississippi, under an act passed about 21st December, 1789; and that Treasurer also acknowledged a receipt of another payment made him, upwards of six hundred pounds in paper medium, the 14th August, 1790.

To 8th. That John Meals was Treasurer of Georgia on the 13th of August, 1790, and some time before and since.

To 9th. He never was Secretary to Executive Department of Georgia.

To 10th. That J. Meriwether was for many years Secretary of Executive Department; and, in the year 1790, knows he was Secretary, knows his hand writing, and that the signature Meriwether, subscribed to writing F, hereto subjoined, and shown this deponent, is the writing of the said Meriwether.

To 11th. Cannot say.

To 12th. Believes the seven papers, bills subjoined, and now shown, to be genuine bills of Georgia.

To 13th. Knows no more.

PETER CONWAY, Esq. of Philadelphia.

To 1st. Knows complainants.

To 2d. Cannot say.

To 3d. Was not a member of the Legislature of Georgia in December, 1789.

To 4th. Cannot say.

To 5th. Cannot say.

To 6th. Cannot say.

To 7th. That he has seen a certificate dated 18th August, 1790, signed by J. Meals, Treasurer of Georgia, (whose writing he knows) for five hundred pounds, paid in paper medium, by Dr. Hall, for the company, under the act of Assembly mentioned in interrogatory; and knows that said certificate was received in the office of Secretary of Executive Department of Georgia.

To 8th. That J. Meals was Treasurer of the State of Georgia during the period mentioned in interrogatory; but knows of no payment or tender made by company, or any other for them, but what mentioned in his answer preceding.

To 9th. That he was never Secretary to Executive Department of Georgia.

To 10th. That J. Meriwether was Secretary to Executive of Georgia at times mentioned in interrogatory; that he knows said Meriwether's hand writing, and that signature to exhibit F, hereto subjoined and shown, is said Meriwether's proper hand writing.

To 11th. Knows not.

To 12th. Believes the seven bills shown to be genuine.

LACHLAN M'INTOSH, of Sunbury, in Georgia.

To 1st. Knows complainants.

To 2d. Says not.

To 3d. That he was a member of the Senate of the State of Georgia, in December, 1790, and attended the session then.

To 4th. That representative branch of Legislature appointed a committee to confer with the companies; that A. Moultrie appeared before them as representative of Carolina Yazoo Company; does not recollect the kind of money to be received; was one of the points the committee instructed on; recollects it was objected in deponent's presence, by a member of the Legislature; (though not certain one of the committee) that the Rattlesnake money, so called, would be tendered, which way, disavowed by each of the Representatives of the several companies; does not recollect the names of the committee; that committee met Moultrie, as representative of South Carolina Yazoo Company; but made no contract, being empowered only to receive proposals and report; knows of no money agreed to be excluded, but the Rattlesnake, which, when objected to, was disavowed by representatives of companies; that a report was made to the House of Representatives, but how far modified, cannot say; does not know whether entered on journals or not; and if not, why not.

To 5th. Has examined paper B, annexed; knows a protest was made by minority of House of Representatives alluded to in interrogatory; that the names appearing to be subscribed thereto, are, to recollection, real names of protestors, members of said House; and believes document B substantially a copy of protest so made; whether entered on journals, and if not, why not, cannot say; but was published in a newspaper in Georgia, at the close of the session mentioned; was not disavowed by persons whose names are to it, but understood to be published by their authority.

To 6th and 7th. Cannot say.

To 8th. That Meals was Treasurer of Georgia on the 21st December, 1789; but how long after recollects not.

To 9th. Deponent never Secretary of Executive.

To 10th. That I. Meriwether, Secretary of Executive of Georgia, for time mentioned in interrogatory; knows his writing, and that signature I. Meriwether to exhibit F is his writing.

To 11th. Cannot say.

To 12th. Believes bills exhibited to be genuine.

COL. HABERSHAM.

To 1st. Knows complainants.

To 2d. Cannot say.

To 3d. That he was member of Georgia Legislature at the time, and attended.

To 4th. Knows House of Representatives appointed committee to confer with agent of South Carolina Yazoo Company: what the particular objects, cannot say; but it was about purchase of lands.

To 5th. Has examined writing B, purporting to be a protest; knows such a protest was made by persons whose names are to it, about time mentioned; that protestors were members of House of Representatives, and deponent one of them; not entered on journals, and cannot say why; it was published in Augusta, by authority of protestors; believes exhibit contains the substance, and deponent did sign same.

To 6th and 7th. Cannot say.

To 8th. J. Meals was Treasurer of Georgia on 21st December, 1789, and some time after; that he was called on by Legislature subsequent to session of December, 1789, to know if any tender and payment was made by South Carolina Yazoo Company, and Meals answered payments had been tendered, and refused by him; which refusal met Legislature's approbation; he thinks the tender was made in certificates.

To 9th. He, deponent, not Secretary of Executive.

To 10th. Meriwether Secretary of Executive of Georgia at the time mentioned; knows his writing; the signature of exhibit F Meriwether's writing.

To 11th. Saith not.

To 12th. Believes the bills genuine.

RICHARD S. EAST

Proves he was present when George Scott made the affidavit to the exhibit annexed under the seal of Georgia, in manner as therein made, and saw the seal of city council affixed thereto by the clerk.

B.

To the Honorable JAMES MADISON, ALBERT GALLATIN, and LEVI LINCOLN, commissioners nominated by the late act of Congress, entitled an act "regulating the grants of lands, and providing for the disposal of the lands of the United States south of the State of Tennessee;" and for receiving propositions of compromise and settlement, for claims arising from persons, by virtue of any act, or pretended act, of the State of Georgia, respecting lands of the United States south of the Tennessee.

The memorial and claim of Alexander Moultrie, William Clay Snipes, Doctor James Moultrie, and the representatives of General I. Huger, deceased, in behalf of themselves only, sheweth:

That, during the last session of Congress, begun on the 6th day of December, 1802, an application was made, under the sanction of the late convention between the United States and the State of Georgia, respecting the Mississippi territory, in the name of your present applicants, in behalf of themselves, and such others, generally, as might thereupon come forward, with like just grounds of application for redress and compensation, supported by equal or sufficient documents of injuries and losses actually sustained, individually, from a certain contract or purchase of lands by a company called the South Carolina Company, in December, 1789, from the State of Georgia, as former members of said company, and by reason of the non-compliance of Georgia with such contract, and her sale thereof to the United States.

That, in the said application (as appears by a copy thereof, annexed) a full statement and representation was made, of the particulars of the said contract so entered into with Georgia, and of the final completion thereof (after a part execution and binding efficacy had been given to the same) by the purchasers or company aforesaid, in order to show the real magnitude of rights divested by the said cession of Georgia; to evince the reality and justness of the grounds of application for compensation to the parties actual sufferers, from their faith in the State of Georgia; to make appear fairly, by no less than judicial authority and proof, the extent, and losses, and injuries, sustained by such applicants, as actual, and not merely speculative losses, and particularly by whom; and to distinguish, in its true character, the case of your applicants, from that of any fraudulent or speculative application, which might be made, similar, but upon pretended grounds, not supported by equal proof.

That, after such application was made to your honorable board, the same was, on a hearing of the applicants by counsel, by leave of the honorable the House of Representatives in Congress, submitted on the 23d day of February last, to the decision of that honorable body, on the third reading of a bill in that house, entitled "*A bill for settling certain claims to public lands of the United States south of the Tennessee*," in order that the said applicants might be admitted to a participation of the benefits of the said bill, if deemed so entitled, where, after such hearing was had, the said House of Representatives, on the passing of the said bill, amended the same by recognizing, fully, your applicants claim, and by admitting your applicants thereby, by a very great majority of votes, to an equal participation of the provisions, made for compensation, by the said bill, with the other applicants who were originally inserted in the said bill, as meriting, at least, the same measure of justice as, by the Journals of the said House of Representatives will more fully appear; and that, after the said bill had so passed the said House of Representatives, it being then too near the period at which the session of that representation of Congress was to expire, to pass, with the necessary readings, in the Senate, into an act of the Legislature; an amendment was made in the Senate to another act then passing, (and which passed there into an act) entitled "*An act regulating the grants of lands, and providing for the disposal of the lands of the United States south of the Tennessee*," by which said amendment the eighth clause of the said act was altered, so as to embrace your applicants' claims, and to provide for all claims under "*any act or pretended act of the State of Georgia*," in manner as in such act is expressed, as, by the said act, and the Journals of the Senate of Congress, will more fully appear.

That the magnitude of injury suffered by your applicants will appear from a perusal of their former representation, now annexed to this, and their account; and by the same, as well as the acts already solemnly done by the House of Representatives and the Senate, in Congress assembled, in confirmation of their right and of their claims, they trust the justice of this application will become fixed and indisputable: that they do not come to demand any of the territory contracted for with Georgia, and since purchased by the United States, or to dispute their rights, or to repel the claims of other claimants who may have suffered in like manner, and may be equally entitled to compensation; but only as the only sufferers in pecuniary interest, sacrifice of estate, health, peace of mind, and family happiness, in addition to the consideration of the great loss of a portion of property purchased from Georgia, fairly and conclusively, in point of title, and now taken from them, to receive a liberal compensation from the provisions made by Congress for that purpose, adequate to the damage and injury they have suffered, for not only a privation of a portion of a just right, but the actual injuries and losses sustained from vast and unavoidable expenditures of money, sacrifice of property and estate, peace of mind, length of time, health and credit, in supporting the contract made with Georgia.

That they solemnly know of no one who has suffered any of the losses herein enumerated but themselves, or advanced any sum of any magnitude but William Gibbons, who has advanced £500, now in the treasury of Georgia: that all others who had advanced any moneys have, by express provision, made before such advance, had the same restored, and left your applicants solely burthened, with their losses proven. That Mr. William Gibbons has not authorized any of your applicants to apply, for him, for any compensation, though notified to do it; and that your applicants would be happy to promote the just claims of any others, with their own, herein offered for compensation of losses, did they know of any, and were authorized to do so by proper documents, as well as sufficient powers,

but, being ignorant of any, (and which they think must have been known to them, if any such were) they, therefore, on their own behalf only, without hostility to any just claim, pray such compensation as may be given them, be given to be divided between them nominally, in ratio of their respective losses, individually, and in full satisfaction thereof; all which losses are fully proven, and sufficiently vouched from the records of the Supreme Court of the United States, authenticated copies of which are now lodged in the office of the Secretary of State, pursuant to law. Besides its being notorious, that, from the losses and incumbrances incurred to your applicants by the conduct of the State of Georgia, large amounts of property, belonging to each of them, have been sacrificed by the pressing demands against them thereon, and sales made of the same; in consequence of which, at least two-thirds of their value have been sacrificed: and the which property, did your applicants but now possess, without having been forced to such sales, might extricate them from their difficulties, and leave them still independent.

All which is most respectfully submitted.

ALEXANDER MOULTRIE.

27th December, 1803.

8th Congress.]

No. 86.

[1st Session.]

VIRGINIA YAZOO COMPANY.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, DECEMBER 28, 1803.

To Honorable the Senate and House of Representatives of the United States.

The memorial of the Virginia Yazoo Company, humbly sheweth:

That, in the year 1788, the State of Georgia offered a cession of part of its Western territory to the United States, obviously to discharge the debt incurred by them in defence of that country against the Indians, which was, by the United States (as was presumed) deemed not advantageous.

In July of 1788, the United States proposed to receive a cession of all the territorial claim of Georgia west of the Appalachicola, &c. containing, as is believed, about forty millions of acres, at the price of — dollars, a small portion only considered as specie, the balance certificates.

These transactions were, in truth, the principal inducement which led the Virginia Company to make propositions to the Legislature of Georgia at the session of 1789; not as a subject of speculation, no such thing was ever intended or attempted—but sincerely designing a settlement in that country with sober and industrious citizens, whenever leave to effect that purpose might have been regularly obtained of the General Government, and to have been accompanied by civil and military officers appointed according to law.

The company deputed two of their members to wait on the Legislature, and present their petition, and thereby proposing for the tract of country included within the following boundary: “beginning at the mouth of Bear creek, on the south side of the Tennessee river; running thence up the said creek, to the head, or source, thence a due west course, supposed to be twenty miles, to the Tombigbee or Twenty Mile creek, thence down the same, to latitude thirty-three; thence along the said latitude, a due west course, to the Mississippi; thence up the said river, to the northern boundary line of this State; thence along the said line, in due east course, to the Tennessee river; thence up the said river, to the beginning.” “To give sixty thousand dollars, payable in the currency of the State, or any liquidated debts against the State.”

Among other proceedings had upon the petition, the Senate ordered a committee to confer with the memorialists on the subject of the bill and petition. The House of Representatives made the same order, and that the committee consist of a member from each county. In the various conferences there did not appear even a wish by any member of the committees to change the mode of payment proposed.

In due time, the bill predicated upon the petition stated passed into an act, which granted to the Virginia Yazoo Company pre-emption of the land stated in their memorial, and designated by the same lines of boundary for the amount of ninety-three thousand seven hundred and forty-one dollars; and if payment made within two years to the Treasurer, his receipt authorized the Governor to sign and deliver a grant to the company.

In a short time after the passing the act, two small payments at different periods, were made to the Treasurer, in the paper currency of the State, in part payment of the purchase.

Within the two years, the whole amount due was at the Treasury Office tendered to the Treasurer, and receipt demanded to entitle to a grant. Tender refused, without assigning any reason therefor. The tender was in the liquidated papers and debts of the State, acknowledged such, and to be genuine; which receipt is as follows:

Acknowledgment of the Treasurer of Georgia, of the tender made of payment by the Virginia Yazoo Company.

STATE OF GEORGIA:

I, John Meals, Treasurer of the said State, do hereby acknowledge and certify, that on the 12th day of December, in the year 1791, personally appeared before me at the Treasury Office, John Watts, Esquire, a member of the Virginia Yazoo Company, invested with full powers by the said company, to pay into the treasury of the State, the balance still due of the consideration and price of a certain tract of country, contracted for and purchased by the said company, from the Legislature of this State, agreeable to an act for disposing of certain vacant lands or territory within this State; and the said John Watts did accordingly, in the presence of George Handly, Benjamin Porter, and Anderson Watkins, produce, count out, and tender to me, as Treasurer of the said State, in behalf of the said Virginia Yazoo Company, certificates and orders on the treasury for claims liquidated and signed by persons legally authorized to issue the same for debts due and owing from this State, amounting to the sum of twenty-one thousand five hundred and nineteen pounds, eleven shillings, and four pence sterling, which is equal to the amount of ninety-two thousand two hundred and twenty-six dollars, and forty fifty-sixths of a dollar, which sum, together with the payments heretofore made, and received into the treasury, in part payments of the lands aforesaid, amounts to the sum of ninety-three thousand seven hundred and forty-one dollars, the price stipulated for the said tract of country in the act of Assembly before mentioned. And the said John Watts, Esquire, did accordingly demand of me, in the name, and in behalf of the said company, to receive the certificates and orders on the treasury now tendered, and to certify the receipt of the same as Treasurer of this State, to entitle the said company to a grant of the lands aforesaid, in consequence of their stipulations with the Legislature, and the act of Assembly before cited; which sum of twenty-one thousand five hundred and nineteen pounds, eleven shillings, and four pence sterling, equal to the amount of ninety-two thousand two hundred and twenty-six dollars and forty fifty-sixths of a dollar, in the aforesaid liquidated debts, now tendered to me, I did refuse to receive and certify, as a payment for the balance due by the said company for the land aforesaid.

Given under my hand, as Treasurer of the said State, at my office, in the town of Augusta, on the date first above mentioned.

JOHN MEALS, *Treasurer.*

Witness,

GEORGE HANDLEY,
B. PORTER,
ANDERSON WATKINS.

[Annexed to the preceding.]

GEORGIA.

By his excellency Governor Telfair, Governor and Commander-in-chief in and over the State aforesaid. To all to whom these presents shall come, greeting:

Know ye, that John Meals, Esquire, is Treasurer of the State of Georgia, and that Thomas Watkins, Esquire, is Secretary of the honorable Senate of the said State. Therefore, all due faith, credit, and authority, are, and ought to be had and given to the annexed documents by them respectively subscribed.

In testimony whereof, I have hereunto set my hand, and caused the seal of the said State to be affixed, at the State House, in Augusta, this 24th day of December, 1791, and in the sixteenth year of the independence of the United States of America.

EDWD. TELFAIR.
JOHN MILTON, *Secretary.*

By his Excellency's command,

Proof is now adduced to show, that, through every stage of the business, and particularly at the time the bill passed into an act, and after it became a law, not only specie was not contemplated by the Legislature, but that it was their professed intent by that law, to meet the mode of payment proposed by the petition of the Virginia Company; and this arises from—

1st. The petition contemplated and proposed such mode of payment only.

2d. The conferences of committees appointed for that purpose with the agents of the company, and no shadow of alteration from the mode of payment proposed by the petition even wished by any of the gentlemen forming the committees.

3d. The act itself recognizing the petition or memorial, thereby ingrafting it as part.

4th. The protest of the minority, after the passage of the bill, grounded upon the precise mode of payment, stated in the memorial of the Virginia Company. This protest recognized by depositions of Seaborn Jones, and of Joseph Habersham, two of that minority, and by the deposition of the printer.

5th. The testimony of five gentlemen of the majority of that Legislature, to wit:

STATE OF GEORGIA.

GREEN COUNTY.

I do hereby certify that I was a member of the House of Representatives of the General Assembly of this State in the year 1789, when, and at which session, a part of the Western territory of this State was sold to a company of persons styled and called the Virginia Yazoo Company. As well as I recollect, I voted in favor of the sale, and did myself fully understand at that time that the said Virginia Yazoo Company, by the terms of the contract made, had of right the privilege to pay for the said territory so purchased of the General Assembly, in the State certificates and orders on the treasury, for claims liquidated at their nominal or expressed amount or value, and I believe such was the general understanding and received opinion of the General Assembly, and how that omission happened in the law I do not know.

Given under my hand this 17th day of October, 1803.

WM. FITZPATRICK.

Test, F. JOHNSON.

STATE OF VIRGINIA.

FLUVANNA COUNTY.

This day came Francis Johnson before me, one of the commonwealth's justices, in and for said county, and made oath that Wm. Fitzpatrick, Esquire, signed and subscribed the within certificate in his presence.

Given under my hand this 28th of November, 1803.

JEDEDIAH JOHNSON.

I do hereby declare, that I was a member of the Legislature of the State of Georgia, in the year 1789, at the session of which a part of the vacant territory of said State was sold to a company styled the Virginia Yazoo Company, in payment for which, it was understood, as I then conceived, and still think, the State was to receive its audited certificates and other liquidated claims of the same nature; under which impression I voted in favor of the said sale, believing it to be the interest of the State to redeem its papers, and, at the same time, doing justice to the individual holders of them, as early as possible.

JOHN SHELMAN.

LOUISVILLE, November 11th, 1803.

(The same affidavit by Mr. Johnson.)

STATE OF GEORGIA.

NOVEMBER 14th, 1803.

I do hereby certify and declare that I was a member of the Legislature of the State aforesaid, in the year 1789, at the session of which a part of the vacant territory of said State was sold to a company styled the Virginia Yazoo Company, in payment for which it was understood as I then conceived, and still think, was to have been made either in the then paper medium in circulation, audited certificates, or other liquidated demands against the said State.

Given under my hand, the day and year as above.

J. APPLING.

(The same affidavit by Mr. Johnson.)

GEORGIA.

COLUMBIA COUNTY.

Personally appeared before me Neil Cleveland, Esquire, and, after being duly sworn on the Holy Gospels of God, saith, he was a member of the Legislature of the aforesaid State in the year 1789 and 1790, when a sale of the western part of the said State was made to the Virginia, South Carolina, and Tennessee Companies, and that this deponent voted in the affirmative on the passage of the law for the sale of the aforesaid land, and that his impressions, at the time of the sale, was, that the State securities, or certificates, were to be received in payment for the said lands.

NEIL CLEVELAND.

Sworn to, this 14th November, 1803, before Peter Crawford, *J. P. ex officio.*

STATE OF GEORGIA.

HANCOCK COUNTY, to wit:

I do hereby certify that I was a member of the Senate of the Legislature of this State, in the year 1789, at which session a part of the Western territory of this State was sold to a company of persons styled and called the Virginia Yazoo Company, and that I voted in favor and for the said sale. I further certify that specie was not, during the progress of the transaction, offered by the Virginia, asked by the Legislature, or contemplated by either party. That the Virginia Yazoo Company offered in payment for the said territory the State certificates and orders on the treasury of the State for claims liquidated. And that no other kind of payments was, by the Legislature at that time expected, as it was clearly so understood; and how the omission happened in the law I do not know.

In witness whereof, I have hereunto set my hand and name, this 19th October, 1803.

JAMES EVANS.

STATE OF GEORGIA.

HANCOCK COUNTY, ss.

This day, Major James Evans, of the county aforesaid, who has subscribed the above certificate, came before me, one of the Commonwealth justices of the peace, in and for said county, and made oath to the truth of the foregoing certificate in due form.

In witness whereof, I have hereunto set my hand and seal, this 19th of October, 1803.

B. SHIVERS, J. P. (L. s.)

GEORGIA.

HANCOCK COUNTY.

By Martin Martin, clerk of the superior court of said county.

To all to whom these presents may come, GREETING:

Know ye, That Barnaby Shivers, Esquire, whose signature is affixed to the foregoing affidavit, is an acting justice of the peace for said county.

Therefore, full faith, credit, and authority are justly due to his official attestation as such.

[L. s.] In testimony whereof, I have hereunto set my hand and seal of the county, at office, this 19th October, 1803.

MARTIN MARTIN, Clerk Superior Court.

To which they add the testimony arising from the report of the committee of the Senate, to whom was referred (in consequence of refusal of tender by the Treasurer, the payment offered by the Virginia Company) the petition of the company, and therein stating their original petition, mode of payment therein set forth and proposed, their compliance, bona fide, with every thing incumbent on them to perform, to render the contract, on their part, executed and complete, the refusal of tender by the Treasurer, without assigning any reason therefor, and praying the Legislature to give directions to their Treasurer to receive, &c., and which is as follows:

"IN SENATE, December 17th, 1791. The committee, to whom was referred the memorial of the Virginia Yazoo Company, report that they have duly considered the same, and find it to contain a true statement of facts;" therefore recommend the following resolution:

"Resolved, That the State Treasurer be directed to receive, in payment for the lands sold to the Virginia Yazoo Company, specie, paper medium, or any liquidated demands against this State, provided the payment be made at or before the 21st instant."

Although, on the question, it passed in the negative, yeas, 4, nays, 5, yet the testimony, arising from the report of a committee in every respect competent to such investigation, and professedly appointed for such purpose, is respectable, and must have weight.

The amount of this solemn and concurrent testimony is believed competent fully to evince that the express intent of the Legislature, by their act of 1789, was to stipulate the same mode of payment as the Virginia Company had proposed, and thereby meet the proposition contained in their memorial, which in the act they notice, and therein migrant. And it will be worthy of observation, that the testimony, in general, applies to the act, not only when in the character of a bill susceptible of modification, but at the time of passing, and when passed into a solemn legislative act.

The conclusion (it is presumed) must necessarily be that the Virginia Yazoo Company having performed every thing incumbent upon them to render the contract executed and complete, they were entitled to their grant for the specific territory purchased.

Some of the gentlemen of the majority, it is true, have not sworn to their signed declaration, and the company had not the means, by process, to compel; but, surely, what they have declared and signed may be fairly presumed to be truth, especially when corroborated by others who have made oath. Their signed declarations are proved to be genuine by the deposition of Francis Johnson, who subscribed as a witness, and, although informal, is believed to be sufficiently luminous to make efficient impression.

STATE OF VIRGINIA.

FLUVANNA COUNTY, ss.

This day Francis Johnson came before me, Jedediah Johnson, one of the Commonwealth's justices in and for the said county, and made oath, that, in the month of September last, he was employed by David Ross, Esquire, on the part of the Yazoo Company, to repair to the State of Georgia, and there to make application to such of the gentlemen who composed the Legislature of that State, in the year 1789, as voted in the affirmative of the contract made with the said company during that session, for part of the vacant territory belonging to the said State, as could, with convenience at this period, be met with, for affidavits and certificates, to prove the nature and understanding of the contract as to what was to be received in payment by the State for the territory then contracted for. That, in the progress of this business, he applied, severally, to Mr. Middleton Woods, of Elbert county, Colonel Harman Reynolds, of Clarke county, and Mr. Archer Gresham, of Green county, who were members of that Legislature, and voted in the affirmative of that sale, as they told him, for affidavits or certificates comprising their belief or understanding of what kind of payments the real contract embraced, whether gold or silver, paper medium, funded or liquidated claims, or what. That they severally refused to give any affidavit or certificate upon the subject; that he also applied to Major David Gresham, of Green county, one of the Senate that year, and who also voted in the affirmative of the said sale; that Major Gresham informed him his recollection was clear that the Virginia Company had, agreeably to his idea and understanding of the contract of right, the privilege to pay for the territory so sold and purchased, in the paper medium of the State, certificates and orders on the treasury for claims liquidated against the State; but, being in the Legislature of that State, in the year 1795, when the lands were again sold by the Legislature, he would not grant an affidavit or certificate, unless the Virginia Company would promise not to use it to the prejudice of the purchasers of 1795; and, if they would make that assurance, he would make an affidavit comprehending his belief and understanding of the contract.

That of those who voted in the affirmative of the said contract, from the best information he received, there are dead, Messrs. Bisset and Osborne, of the Senate, Messrs. Little, Love, and Weed, and by some informed that Mr. Watts was also dead, and by others that he removed to the Western country—removed and absent from the State, Messrs. Few, McIntosh, Fletcher, and Williamson, and to Messrs. Kerr, Mackintosh, and O'Neal, he did not apply.

This deponent further states that he was instructed to apply and get copies and extracts from the minutes or journals of Senate and House of Representatives of Georgia, of certain resolves, &c. which were denied him, and for further and more full information upon that point, he refers to copies of his memorandums and letters of the 23d October last and 9th November, hereto subjoined, to the Secretary of the Senate and House of Representatives, as also their answers thereto of the 9th instant, also annexed; he further states that, after those communications had passed, the said Secretary and Clerk jointly made application to the House of Representatives, by Major Charlton, a member of that House, for instructions how to act, (the memorandum and communications accompanying the application) which were ordered to lie on the table; this information he received from the said Secretary and Clerk.

FR. JOHNSON.

Subscribed and sworn to before me, this 28th November, 1803. Given under my hand as a justice of the peace in and for the county first abovementioned.

JEDEDIAH JOHNSON.

To such depositions as there are, the seal of the State authenticating is wanted. This is admitted; and here again there were no means to compel that justice to be done the Virginia Company which was their due. Application was made to the Secretary of State to authenticate with the seal of the State; it was refused, unless the Governor would specially direct it. His excellency was applied to and refused to direct or permit it to be done, as appears from the deposition of George Holman, which is as follows:

STATE OF GEORGIA, *City of Augusta:*

Before me, John Wilson, one of the justices of the inferior court of the county of Richmond, and State aforesaid, and intendant of the city of Augusta, in the said county and State, personally came and appeared George Holman, at present of the same place, and being duly sworn, made oath that, on Wednesday, the 8th instant, he applied in Louisville, the seat of Government, to Horatio Marbury, Esq. the Secretary of State for the said State of Georgia, and requested the said Secretary to procure the Governor's testimonial and seal of the State, to authenticate more fully that William Robertson, Esq. is Secretary of the Senate, and that Hines Holt, Esq. is Clerk of the House of Representatives of the State of Georgia, and also, that John Wilson, Esq. is one of the justices of the inferior court of the county of Richmond, in the said State; the names of which William Robertson and Hines Holt, are to certain extracts from the journals of the General Assembly of the said State, for the year 1789 and 1791, hereunto annexed, and the name of the said John Wilson to a certain affidavit made before him by one Seaborn Jones, Esq. of the city aforesaid, also hereunto annexed; but was answered and told by the said Secretary of State that it could not be done unless his excellency the Governor would pass an Executive order for that purpose. That, in consequence thereof, (his excellency Governor Milledge being at his seat near Augusta) he, this deponent, on the 10th instant, waited in person on his excellency Governor Milledge, and, after explaining to him the nature of the application made on Wednesday last to the Secretary of State, and the reference to the Governor, his excellency refused to order or permit the said testimonial to be given. And this deponent doth further say, that he was two weeks or upwards in Louisville aforesaid, during the late session of the General Assembly of this State, and is personally acquainted with William Robinson and Hines Holt, before mentioned, and doth know that they severally acted, the former as Secretary of the Senate, and the latter as Clerk of the House of Representatives, and doth verily believe that they have been duly and regularly appointed as such. And he doth further say that he was present when the extracts hereunto annexed were taken from the journals, which he particularly examined, and verily believes they were correctly extracted.

GEORGE HOLMAN.

Sworn to before me, December 13, 1802.

JOHN WILSON, *J. P.*

Other testimony was expected to appear from the journals of the Senate and of the House of Representatives of Georgia; application was regularly made to the proper officers at their respective offices, and copies of such extracts as were required were refused by them to be given or made, not feeling themselves at liberty to certify any thing (as they were pleased to say) relative to Yazoo, as by their joint letter to, and deposition of, Francis Johnson will appear; which letters are as follows:

LOUISVILLE, *November 9th, 1803.*

SIR: The extracts required by my communication of the 23d ultimo, it is indispensably requisite that they should be [furnished] at this time. They are conceived by the Virginia Yazoo Company to be all important, and I trust you have had sufficient time and opportunity to make them out. I have been detained already much longer than I could have expected, and much to the injury of my business. I trust, therefore, any longer delay will not be contemplated or permitted. The copies before pointed out were, I believe, first, a copy of the resolution of the Senate, in the year 1790, declaratory of their understanding of the contract made with the Virginia Yazoo Company in the year 1789, by the Legislature of this State, for a part of their vacant or Western territory, as it respects the mode or subjects of the payments to be made by the said company for the said territory.

Secondly. A copy of the resolution of the Senate for repaying to the Virginia Yazoo Company the money by them paid into the treasury of this State in the year 1790, in part performance of their contract for the said territory; this resolution, if such there be, probably passed in the year 1794 or 1795.

Thirdly. Whether any other, save the first petition, was presented by the Virginia Yazoo Company to the Session or Assembly of 1799, concerning or in any wise touching the subject of the Western or vacant territory of this State; upon this point I wished a certificate.

Hoping and entreating you not longer to detain me, I remain, with the highest esteem, &c.

F. JOHNSON.

To the SECRETARY of the Senate.

An exact copy of the above last mentioned letter was made by Mr. Johnson, and directed "*To the Clerk of the House of Representatives.*"

Their joint answer is as follows:

LOUISVILLE, *9th November, 1803.*

SIR: Your communication of the 23d ult. and letter of this day, we have before us, and notice the contents.

After obtaining advice on the subject, we, from the diversity of opinion, do not feel at liberty to certify any thing relative to Yazoo!!!

As the State of Georgia has disposed of the territory in question to the Union, it is thought advisable in her officers to embarrass the General Government as little as possible on that subject.

The State of Georgia, we have reason to believe, will withhold nothing that will tend to the furtherance of any object the United States may have in view.

The Legislature is now in session, and should you be dissatisfied with our proceedings, we advise you to apply to them; and, in every instance, we shall feel ourselves bound by their decision.

We are, with respect and consideration, &c.

WILL. ROBERTSON, *Secretary of the Senate.*
HINES HOLT, *Clerk House of Representatives.*

FRANK JOHNSON, Esq.

It was stated by the commissioners in their report to Congress last session, that the Virginia Company withdrew the money from the treasury, which they had paid in part of the purchase made.

There is no doubt but the honorable gentlemen had what they presumed ground for such statement, but, in truth, the fact is not so. Facts stated will illustrate and evince.

After the tender and refusal, as stated, the Virginia Company hoping, from time to time, the honorable the Legislature of Georgia would do them that justice they felt themselves entitled to, at their session of 1795, deputed John B. Scott to make application to that Legislature for a fulfilment of the contract stated, and, if necessary, to make some sacrifices to the State in order to obtain the grant in an amicable manner, without delay or disputes; he was instructed so to do, but he had no authority to do any act which ought to impair, or in any manner affect the original contract; he found the Legislature not in a temper to accept his propositions of accommodation for the former sale, as they were deeply engaged in selling the same lands, with additional tracts, to a set of new purchasers. The object of Mr. Scott's mission being thus unattainable, he had no further powers to act for the company; and it is here to be observed that, upon his return from Georgia, at the first meeting of the company, he informed them that he had inconsiderately accepted of the money which had been paid into the treasury, in part of the price

of the land, which he was willing to pay to them; this information was received with astonishment, and immediately there was a unanimous protest against this transaction, which is as follows:

"That he (John B. Scott) having inadvertently accepted of the said money from the Treasurer, and was ready to deliver it unto them; but they unanimously refused to accept of it, and in the most express terms deny that they either gave any orders for withdrawing the money, or had any such intention. And they not only disavow the right of receiving the said money, but they declare it is, and ever has been, their uniform intention to pay up the balance whenever the Government of Georgia shall perform their part of the contract, and permit a grant to issue agreeably to the original purchase."

The Virginia Company determined, as far as they could, to understand the transaction (though they know it could not affect their title) deputed a messenger to obtain copies of such documents as they supposed would be illustrative of it, that is to say, copy of the resolution of the Legislature, (if such there was) directing the Treasurer to re-pay, and which (if such there be) was, by the proper officers, refused to be given.

From the Treasurer was required a copy of the receipt (if such there was) given by John B. Scott, for money said to be received by him, as agent of the Virginia Yazoo Company, perhaps in 1795, and paid into the treasury by the said company, in the year 1790, in part payment of their purchase, and any order of authority by which the said John B. Scott withdrew that money, if any such authority is filed. To which the Treasurer returned the following answer:

TREASURY OFFICE, GEORGIA, LOUISVILLE, November 9, 1803.

SIR:

I have searched this office, and have not been able to find either of or any such papers mentioned in the above letter.

I am, sir, your most obedient,

EDWIN MOUNGER.

Mr. FRANCIS JOINSON.

It is understood to be insinuated that the Virginia Company are indirectly concerned in the purchases said to be made from the Legislature of Georgia, in 1795, and, perhaps, accompanied with a wish that belief should be attached thereto. The Virginia Company professing themselves, at all times, to have been governed by the strictest principles of honor and probity, to wit, off, as far as depends upon themselves, individually, the insinuation as dishonorable as it is unjust, have made their solemn appeal to the Searcher of Hearts, that they never were, nor are, either as a company, nor individually, nor in any other way or manner, originally or as assignees, directly or indirectly, concerned in the purchases said to be made in 1795. It is true, that it appears that John B. Scott, one of the members of the Virginia Yazoo Company, has taken part in those purchases, and, until the late report of the commissioners upon the business and transactions of the session of the Georgia Legislature, in 1795, in that work the Virginia Yazoo Company were absolutely ignorant of the relation in which he stood to the companies then formed; but whatever impropriety or blame may appear to arise from that transaction, it cannot, with truth or justice, apply to the Virginia Company as such, nor to individuals of that company, other than himself: except the present glance, (the Virginia Company having done so from necessity) they do not wish further to interfere in the transactions of 1795, of the purchases then made, unless rendered necessary and urged thereto, in defence of their just right; but if so, they presume they are able to adduce such authority as to evince that those presumed purchasers, and all having notice, claiming under them (and this will be shown to be more extensive than at present probably presumed) in point of right and justice, (notwithstanding their holding the evidence of legal grants) cannot have more than equal pretension with the Virginia Yazoo Company.

The only suggestion that has been, at any time, hinted against the absolute right of the Virginia Company to their grant for the seven millions of acres of land, more or less, that has appearance of difficulty, even in a court of law, is this—that the act itself not specially stipulating that liquidated papers of the State might be paid, the act is not susceptible of explanation any other way than from itself.

It is confidently believed that, on this precise point, the law is otherwise, which governs the exposition of statutes by which any contract is formed.

The act of the Legislature, under which the Virginia Company claim, has all the validity and force of a contract, and admits of similar construction.

In defining the meaning of those clauses which relate to payment, latitude of construction is admissible; they are ambiguous, not special. The memorial proposes a specific mode of payment: the act cannot be properly construed as an alteration thereof. The words of the law are, the amount of ninety-three thousand dollars; but neither specie, paper money, nor certificates, are mentioned. How is the intention to be ascertained? It is necessary to recur to the proposition on which the act is founded. To it the preamble refers, and it must be considered as constituting, in fact, a part of the act, and as ingrafted therein. In any uncertainty of construction, whether from ambiguity, from a deficiency or profuseness of expression, by the act, reference must be had to the memorial for the due ascertainment of the meaning. This mode of reasoning is presumed to be correct, and it is deemed equally so to state that the testimony of the members of a Legislature is admissible evidence in a court of equity, to explain any ambiguity in their legislative acts; and to explain the intent where a contract is thereby formed, (when a municipal regulation it is admitted to be otherwise, because here a rule prescribed is given for action) because the Legislature acts in its moral character, and is taken as a moral person.

A few adjudications (from amongst a variety) are extracted from Viner's abridgment.

Every thing which is within the *intent* of the makers of the act, though not within the letter, is as strongly within the act as that which is within the letter, and the intent also.

The words of statutes are not to be considered only, but rather the intent of the matter is to be weighed, for many times things which are within the words of statutes are not within the *purview* of them, which *extends no further than the intent of the makers*, which is the principal thing to be considered.

The intent of the act is always to be regarded, and to such purpose only the words ought to be construed.

The *intent* ought to be found partly from the words, and partly from the mischief they *intend* to remedy.

Constructions are to be made of the whole act, according to the intent of the makers, and so sometimes are to be expounded *against the letter*, to preserve the *intent*.

The intent of the makers may be collected from the *cause* or necessity of making the act, or by the words in other parts of the act, or by foreign circumstances.

In acts that are to be construed according to the intent and meaning of the makers of them, the *original intent* and meaning is to be observed.

To these may be added the reading and decision of Puffendorf and Vattel, on the exposition of legislative acts forming a contract with individual members of the society; and distinguishing such from laws prescribing a rule of civil conduct.

The sovereign authority of a State may be contemplated in two distinct capacities; the one, being the exercise of this authority, in prescribing municipal regulations for the conduct of the citizens; the other, in the capacity of an agent for the State, in matters of contract and negotiation. The former comprehends all those acts of the Legislature which operate over the whole community, and apply themselves universally to the transactions of the people. These are rules of civil conduct prescribed for the regulation of society; and, as applied to the conduct of men, dictate the rules of right and wrong. Acts of this description are properly laws; and as the circumstances of mankind in a state of society are liable to mutations, a change of these municipal precepts is thereby rendered necessary; from whence originates the authority of the Legislature to alter, amend, or repeal them, and substitute others in their place, as appearances may direct, or policy dictate. This power is a necessary concomitant of the legislative authority; and, having its origin in justice, is a foundation principle in the social compact, and devolves, therefore, on succeeding

Legislatures by delegation; but this principle, so well founded, and so necessary to be exercised in the case of laws, if applied to other acts of the Government, would become the instrument of injustice and the agent of despotism. "Hence," says Puffendorf, "we must take care to distinguish the other acts of sovereigns from their laws, lest any should imagine that all their *just* donations, alienations, and compacts, may be retracted by themselves or their successors. For upon these acts a right is obtained by other men, which ought not to be taken from them against their consent." As, in all forms of government, there must be a moral agency attached to the sovereign power, which shall hold the tenure of the public property, and represent the nation in matters of contract and negotiation: it follows, that this agency, in respect to its contents, must be subject to the same rules of right and wrong, and under the control of the same principles of justice, which govern the transactions of private individuals.

The body politic, or public agency of a state, then, with respect to its contracts, stands in the same relation to the person with whom the contract is made, and subject to the same obligations that individuals are in similar circumstances; and as the contract of an individual will bind his heirs, and all others claiming under him, so the contract of a corporation binds its members in eternal succession, to which the moral agency of a State bears a just and definable analogy.

The moral agency of the State of Georgia, from the powers and qualities adherent thereto, might have made to the Virginia Company a sale of any portion of her unappropriated territory, without any exercise whatever of the legislative authority for that purpose, if the existing laws, at that time, had provided for such a measure. But, as such provisions had not been made, it became necessary to enact a law, directing the State agency in the case contemplated. In this case, therefore, the sovereign legislative power and the incidental power of selling were exercised in co-operation; and before the moral agency of the State could effect the contract, an act of legislation was necessary to prescribe the rules by which the transaction should be governed. Accordingly, an act was passed. After the passage of this act, which operated as an express declaration of what the State agency willed to be done, as well as a legislative direction, as to the manner of executing that will, the Governor, under the direction of this law, and in observance to that will, was, certain stipulations being complied with by the company, to carry the latter into effect, in compliance with and according to the provisions of the former.

In this transaction may be discerned the exercise of the sovereign will in two distinct capacities: the first, as a Legislature prescribing rules; the second, as a moral person disposing of a part of its property, according to these rules. After the passing of this law, it became legal to sell in this method. It was an act of the body politic, authorized and sanctioned by law. And, as this contract was not dissolved by any failure of the company, in the performance of the *actual* conditions contemplated, but carried, so far as the same was practicable, under the subsequent irregularities of the opposite contracting party, virtually into effect, it ought to be viewed, (to the extent, at least, dependent on the act of the company) as equitably standing on similar grounds, not with contracts imperfect or executory, but of contracts already in a state of execution. It could not, therefore, be affected by any thing *ex post facto*, nor its obligation impaired by any subsequent legislative act or disposition.

In the formation of the contract under consideration, the Legislature of the State of Georgia acted not by any intermediate commission, but directly in its capacity as a moral agent. The formalities customary in engagements between man and man must, of course, be dispensed with. These, from the mode adopted by the sovereign will for employing this agency, and the nature of the agent itself, could not, in the usual mode of acting, appertain. It becomes, of course, necessary, and is admissible, to give to the whole transaction some liberality of construction, to fill up what may justly be considered tacit, without violating the evident meaning contemplated; to add what, by undoubted testimony, may be evinced was in actual intendment by the parties. In support of this general principle, authorities may be adduced, tending to establish that the contract, as understood, at the period of formation, is that which at all subsequent periods ought to be acknowledged.

(Vattel, lib. 2, section 268.) "The interpretation of every treaty and every act ought to be made according to certain rules proper to determine the sense of them, such as the parties concerned must naturally have understood when the act was prepared and accepted. The question, in the interpretation of a treaty or any act whatsoever, is to know what the contracting powers have agreed upon, in order to determine precisely, on any particular occasion, what has been promised and accepted; that is to say: not only what one of the parties has had the intention to promise, but also what the other has reasonably and sincerely thought to be promised, what has been sufficiently declared to him, and upon which he must have regulated his acceptance."

"If the sense in any place of a discourse," says Puffendorf, "be expressed clearly and plainly, the doubtful or obscure phrases are to be interpreted by those plain and familiar ones."

"The interpretation ought to be made in such a manner, that all the parts appear consonant to each other; that what follows, agrees with what went before." (Vattel, l. 2, sec. 285.)

And here, not irrelevantly, may be superadded, (as might many others of the preceding character, in illustration,) the following maxim of Vattel: "that neither the one nor the other contracting or interested powers or parties has a right to interpret the act at his pleasure. For, if you are at liberty to give my promise whatever sense you please, you will have the power of obliging me to do whatever you have a mind, contrary to my intention and beyond my real engagement; and reciprocally, &c." (Lib. 2, sec. 265.)

The preceding authorities would evince that, in the interpretation of contracts and of all acts whatsoever, what, by the intention of the parties, may be presumed to be contemplated or to have been contemplated, at the period of contract or engagement; or what, by the general tenor of the act, and of explanatory concurrences, can reasonably be assumed as a fundamental basis, shall, in defiance of any casual modification of term, deficiency of expression, or ambiguity, by equitable construction, be adopted as the tenor of engagement by the parties.

Adjudications in courts of equity for specific performance of contract have their general principles so firmly established, that it is deemed superfluous to be quoting authorities. They are numerous and decisive; that, a contract deliberately entered into, and bona fide complied with on one side, shall be *specifically* enforced; and that a claim in equity arising upon an antecedent purchase is preserved against a subsequent purchaser with notice, and it is presumed would defeat such subsequent purchase also, if united with posterior legal title in a third person.

It is presumed, that, in whatever point of view the claim of the Virginia Company is placed, the result will be the same, that they did bona fide fulfil their contract, and entitled themselves to the benefit of it; and they can suggest no reason why a specific performance on the part of the State was not complied with, after two payments in paper currency of the then circulation had been received by the Treasurer, and receipted for, and the balance due tendered, unless a resolution of the Legislature of that State, passed the 11th of June, 1790, directing their Treasurer to receive only gold and silver and paper medium, after a certain time in August following, in payment, might have had influence thereupon.

It does not appear, as your memorialists have understood, that any provision has been made by the honorable the Legislature of Georgia, for the redemption of the certificates tendered as stated. Your memorialists had an opportunity of subscribing a great many of those papers, which have not only been at but above par, but kept them together, expecting, from time to time, to pay them, whenever the Legislature of Georgia might think proper to direct their grant to issue, until such opportunity for subscription was lost, and, at this day, many of those certificates remain in the hands of individual members of the company.

It may be proper to state, that the Virginia Company directed suit to be instituted in the Supreme Court of the United States, and paid fees to counsel; but, the same was suffered to be discontinued, after the passing of the act of Georgia in 1796, rescinding that of 1795, and the amendments to the constitution, as to the stability of States.

The resolution before your honorable House contemplates that the late commissioners should proceed finally to adjust the various claims. Your memorialists feel themselves in an inexpressibly embarrassed situation. With the deepest veneration and respect for those most honorable characters, your memorialists must state the awkward situation in which they must be placed, in exhibiting their claim before those who have already reported a decision, as well upon the claims derived under the act of 1789, as those of 1795. That, the former have no equity, that the title of the latter cannot be supported; but, that they recommend a resolution in favor of the latter, embracing nearly the whole of the reservation, and entirely excluding the former from any reasonable participation with them.

It is humbly submitted whether commissioners would proceed (unless specially authorized) but upon evidence competent in a court of law or equity, and whether, from the nature of the equitable dispensation to be made amongst the claimants by this honorable House, inferior testimony, carrying with it rational conviction to the mind will not be deemed competent.

Your memorialists state that, besides their loss of the *specific subject*, which, they humbly presume, they have shown themselves well entitled to, their expense, sacrifice made of property, immense fatigue, and personal hazard, in exploring the country, loss by certificates, and expense in making arrangements for extinguishing Indian claims, have gone far in impairing the private fortune of individual members.

Your memorialists pray this honorable House will consider the subject matter of their memorial, and recognize their right to such reasonable participation with other claimants, either in the ratio that the quantity of land which your memorialists may have shown themselves entitled to bears to the whole quantity claimed, or such other mode of relief, and in such proportion with others, as the justice and equity of their case may entitle them to. And your memorialists, as in duty bound, shall pray, &c.

WM. COWAN,

Agent on behalf of the Virginia Yazoo Company.

[8th CONGRESS.]

No. 87.

[1st Session.]

SOUTH CAROLINA AND VIRGINIA YAZOO COMPANIES.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, JANUARY 7, 1804.

Mr. NICHOLSON, from the committee to whom was referred the memorials of Alexander Moultrie, of South Carolina, in behalf of himself and others, styling themselves the South Carolina Yazoo Company, and of William Cowan, agent of the Virginia Yazoo Company, made the following report:

It appears, from the memorials, and from the documents submitted with them, that, on the 21st day of December, 1789, the Legislature of the State of Georgia passed an act to dispose of certain vacant lands lying within that State, by which it was enacted, that the tract of country lying between the Mississippi and Tombigbee rivers, and extending from the parallel of latitude, which crosses the Mississippi at the mouth of Cole's creek to the northern boundary of the State, together with a third tract, lying on the Tennessee river, should, for two years from and after passing the act, be reserved as a pre-emption for three companies, styled the South Carolina Yazoo Company, the Virginia Yazoo Company, and the Tennessee Company; and that the Governor should issue grants for the said tracts, according to certain boundaries defined in the act, to these companies, respectively, if they should, within the two years, pay into the treasury of the State, the following sums, viz: the South Carolina Yazoo Company, the amount of sixty-six thousand nine hundred and sixty-four dollars; the Virginia Yazoo Company, the amount of ninety-three thousand seven hundred and forty-one dollars; and the Tennessee Company, the amount of forty-six thousand eight hundred and seventy-five dollars.

It further appears from the documents exhibited, that the South Carolina Yazoo Company, on the 13th August, 1790, paid into the treasury of Georgia, in bills of credit, the sum of six hundred and thirty pounds, eighteen shillings; and, on the 11th of September, 1790, the sum of five hundred pounds, in paper medium; making, in the whole, one thousand one hundred and thirty pounds, eighteen shillings, in part of the purchase money; and that, on the 19th of December, 1791, the said company made a tender of the balance to the Treasurer of the State. This tender was made, as it is alleged, partly in specie, partly in South Carolina paper medium, and partly in Georgia certificates; but was rejected by the Treasurer, either upon a presumption that the law itself did not authorize the payment to be made in this description of paper, or in pursuance of a resolution of the same Legislature, passed in June, 1790, directing the Treasurer to receive, after a certain day, in the month of August following, payment for these lands only in gold or silver, or the paper medium of the State.

The Virginia Yazoo Company, in a short time after the passing of the act, (but when not stated) paid the sum of one thousand five hundred and fifteen dollars, in the paper currency of the State, as part of the purchase money; and, on the 12th of December, 1791, made a tender of the balance to the Treasurer, in State certificates and orders on the treasury, for liquidated claims. This tender was also refused, as it is presumed, for the same reason which governed in the other case, as above stated.

In consequence of the neglect or refusal, on the part of these companies, to pay, within the stipulated period of two years, in such description of money as the Treasurer of the State conceived himself authorized to receive, no grant issued, and the State ceded the same tract of country to the United States, by the articles of compact and cession, bearing date the — day of —, 1802.

The money deposited by the Virginia Company was withdrawn by John B. Scott, who was their agent, but who, the memorialist alleges, was not authorized to receive the same. That deposited by the South Carolina Company is said still to remain in the treasury of Georgia.

Both companies now contend, that they have a claim against the United States for compensation for losses sustained by them in consequence of the refusal, on the part of Georgia, to carry what is called their contract into effect; and urge, that if the constitution of the United States had not been changed in relation to the suability of States, they could have compelled the State of Georgia to a specific execution of their contract. The act of 1789 is called a contract, because the memorialists say their petition to the Legislature upon which the law is founded, is referred to in the preamble of the act, and thereby becomes a part of it; and they state that, in this petition, it was proposed to make the payments in that description of paper which was afterwards tendered. The committee have not seen the petition, but they conceive that the idea of the petition being engrafted into, and thereby becoming a part of, the act, is too novel in its nature to require any comment from them to prove its inadmissibility. They do not consider the transaction in the light of a contract, as the companies were not bound by it to a compliance, and might have refused, at any time, to make a payment, without subjecting themselves to any penalty whatever. They view the act as a conditional grant, not of the land itself, but of the pre-emption right; and the title of the companies was to be perfected upon their complying with the condition contained in it. This condition was the payment of a sum of money, and if it had been fulfilled on their part, would have given them a claim upon the honor and justice of the State, for a perfect and complete title. To show their compliance with the condition, they offer the evidence of their own petition, referred to in the preamble of the law, the depositions of some of the members of the Legislature, and the protest of the minority who voted against the passage of the act, to prove that it was the intention of the Legislature that payment might be made in that description of paper which was tendered.

The preamble of a statute is sometimes referred to, but always with caution, to assist in the interpretation of the enacting clauses; but the preamble of the act in question can throw no light on the present subject, as it contains no expression relative to the species of money or paper which was to be received in payment. The testimony of individuals who were members of the Legislature, and the protest of the minority, should be resorted to with still greater caution, as they are mere matters of opinion, and the same, or a greater number of other individuals, who were mem-

bers of the same body, might have entertained opinions of a directly contrary nature. Indeed, the resolution of June, 1790, passed by the same Legislature who framed the act of 1789, directing the Treasurer to receive in payment, from these companies, only gold and silver, and the paper medium of the State, is a stronger evidence of its spirit and intention, than any which has been offered, and this is in complete hostility to the pretensions of the present claimants. It is believed to be a sound doctrine, that laws should, if possible, be interpreted, without calling in the aid of any foreign materials; and that the meaning of the Legislature should be collected from the language which they themselves have used to express it. If there should be an obscurity in one clause, all the others of the same act ought to be carefully examined, and compared with that in which the obscurity exists. If, in this manner, the meaning of the Legislature can be found, and that can be rendered clear which was obscure before, it is the safest method of interpretation, and is always preferred.

The memorialists appear to rely with much confidence upon one expression contained in the first section of the act of 1789, and this is the only one which favors their construction. They allege that, as the law declares they shall be entitled to a grant upon paying into the treasury the amount of sixty-six thousand and ninety-three thousand dollars, respectively, they were at liberty to pay, in any paper at that time current in Georgia, (except what was called Rattlesnake money) whether bills of credit, certificates, or liquidated claims upon the treasury. The expression (the amount of sixty-six thousand dollars, &c.) is certainly not a very common one, as here applied, the word *sum* being more generally used in this sense; but it is by no means an incorrect expression. If the companies were authorized to give it the construction which they contend for, it might, with equal plausibility, be extended to wheat, flour, corn, tobacco, or almost any other article which is a subject of traffic between individuals, or, indeed, to the old continental currency, and to the bills of credit issued by any other State in the Union. This certainly cannot be permitted, as, in such case, the lands might have been paid for in paper not worth more than one dollar in the hundred. If, however, the use of the word *amount*, instead of the word *sum*, in the first section, creates any doubt as to the intention of the Legislature, this doubt will be removed by referring to the fourth section of the same act, which is in these words, viz: "That the Treasurer of this State shall, on application of any agent of either of the said companies, within the said term of two years, receive the *sum* or *sums* of money which they are hereby, respectively, directed to advance; a certificate or certificates of which payments, under the hand of the Treasurer, shall be a sufficient voucher for the Governor to issue the grants to the respective companies aforesaid." In this clause the intention of the Legislature is clearly and accurately expressed, as they speak of the *sums* of money which the companies were, by the act, directed to advance, thereby referring to the sixty-six thousand and ninety-three thousand dollars, which were to be paid for the land, and rendering it clear, beyond a doubt, that money alone was to be received.

The committee have been thus minute in investigating this case, because the memorialists appear to entertain an opinion that, if the State of Georgia had been guilty of a breach of faith, the United States were bound, in equity, to make good the damages, they being second purchasers, with notice. Without undertaking to decide this question, or to say whether it would be proper to place these companies on the same footing with those who claim under the act of 1795, the committee are decidedly of opinion that the Virginia Yazoo Company, and the South Carolina Yazoo Company, have no claim whatever upon the United States.

NOTE. See further Report, No. 101.

8th CONGRESS.]

No. 88.

[1st Session.]

LAND CLAIMS IN TENNESSEE.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, JANUARY 10, 1804.

Mr. DICKSON, from the committee to whom were referred the memorial of the Legislature of the State of Tennessee, and certain resolutions of the General Assembly of the State of North Carolina, on the petition of Memucan Hunt, and others, claimants of lands in Tennessee, made the following report:

That the Indian boundaries, as established by existing treaties, include all the lands within the State of Tennessee, except the two following parcels, to wit: one at the east end of the State, bordering on the lines of the States of North Carolina and Virginia, supposed to contain about five millions of acres, and designated as East Tennessee; and one other parcel near the west end of the State, adjoining the boundary line of the State of Kentucky, supposed to contain about two and a half millions of acres, and known as West Tennessee; which two tracts of country are separated by a wilderness, claimed by the Cherokee nation of Indians, of about seventy-five miles in length, through which all communications from East to West Tennessee must pass.

The committee further report: That in the cession of this district of territory, by the State of North Carolina to the United States, it is made a condition "That all entries made by, or grants made to, all and every person or persons whatsoever, agreeable to law, and within the limits hereby intended to be ceded to the United States, shall have the same force and effect as if such cession had not been made; and that all and every right of occupancy and pre-emption, and every other right reserved by any act or acts to persons settled on and occupying lands within the limits of the lands hereby intended to be ceded, shall continue to be in full force, in the same manner as if the cession had not been made, and as conditions on which said lands are ceded to the United States."

That it appears that the boundaries which have been guaranteed to certain Indian tribes, by a treaty concluded at Holston, on the 2d day of July, one thousand seven hundred and ninety-one, by the United States, do include some of the lands reserved by said act of cession, to which titles had been made by the State of North Carolina to many officers and soldiers of the continental line of that State, for services performed during the Revolutionary war, and also to many citizens, for a legal consideration paid into the treasury, or land office of said State, in specie, or other certificates which had been issued for services or supplies furnished during said war.

The committee, having examined and considered the above facts, are of opinion that a purchase of this tract of country from the Indians would give complete redress, and that provision ought to be made, by law, to enable the President of the United States to extinguish, by treaty, the Indian title to said lands; they, therefore, recommend the following resolution:

Resolved. That the sum of ——— dollars ought to be appropriated, by law, to defray the expense of such treaty or treaties as the President of the United States may deem it expedient to hold with any nation or nations of Indians south of the river Ohio.

8th CONGRESS.]

No. 89.

[1st Session.]

CLAIMS ON THE LANDS CEDED BY NORTH CAROLINA.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, JANUARY 16, 1804.

To the Honorable the Speakers and members of both Houses of the General Assembly of North Carolina, the petition of Thomas Dillon, for himself, and on behalf of others, humbly sheweth:

That, several years ago, your petitioner invested a considerable part of his property in lands within the chartered limits of the State of North Carolina; that, when your petitioner became seized of those lands, he was ignorant, in many cases, of any obstacle or impediment towards possessing and occupying the same. Deceived in his hopes on this head, he made it his business to examine into the justice and legality of his respective titles, and, to the conviction of his mind, found they were bottomed on an authority strictly legitimate, and constituting that essential combination of circumstances that ever distinguish the proceedings of a State faithful to its trust, and actuated by principles of justice and sound policy. Your petitioner, therefore, does not presume to insult the understanding of the members of your honorable House, by a recapitulation of the respective laws, giving existence to the several description of titles which emanated from the State of North Carolina. Suffice it to observe, that there are two of them that imperiously claim and demand the attention of the Legislature, even at the present period. First, the lands allotted for the officers and soldiers of the North Carolina line engaged in the Revolutionary war. Second, those lands that were disposed of by an act of 1783, "for the redemption of specie and other certificates, and discharging the arrears due to the army." Thus, twenty years have elapsed since many individuals have invested their property on the faith and credit of the Government. Warrants of survey issued at that period; some are surveyed; some not, almost all are insecure.

The preamble of the cession act of 1789 states it, as one of the causes giving birth to the measure, "that it would be the means of establishing harmony and obtaining a more ample protection than they had heretofore received." But a cursory view of subsequent proceedings show the fallacy of those ill-founded hopes. One of the stipulations in said cession was "that the laws in use and force in the State of North Carolina should be in full force and virtue within the ceded territory, until the same should be repealed or altered by the legislative authority of said territory." It was legal, at that time, to survey land and occupy it, and no act of the territory, while it remained as such, or of the State of Tennessee, since its organization, has forbid or prohibited any such measures. Yet the General Government have done it by that imperious act that imposes both fine and imprisonment on any person that should cut, mark, chop, or survey, within those bounds of circumscription, that deprived individuals of what they were justly entitled to. Thus, instead of receiving a more ample protection, we are constrained to say that those rights have been abandoned to the fanciful chimera of civilizing the Indians. It is observable that the State of North Carolina, with the most perfect ideas of justice and humanity, did allot a sufficient portion of land for the use and benefit of the Cherokees for their hunting ground, while, at the same time, the several other legislative appropriations of land were subject to be acted on by the citizens of the State. Accordingly, certain bounds were laid off for the officers and soldiers, and one of the conditions of the cession act provides "that, if the bounds laid off for that purpose shall not contain a sufficient quantity of land fit for cultivation, &c. then such officer or soldier shall be permitted to take it in any other part of said territory intended to be ceded." Notwithstanding many of these claims were laid out of those bounds, and now wholly within the Indian boundary, yet what remains is altogether insufficient; for there are upwards of one thousand six hundred military warrants still to be acted on, and it is doubtful whether the one-twentieth part of that number can be laid on lands, such as were contemplated by the cession act, exclusive of lands within the Indian lines. It is here alleged that, in the southeast corner of the military reservation, there are upwards of four hundred square miles, equal to two hundred and eighty-one thousand six hundred acres; and, in the southwest corner of said reservation, not less than three hundred and ten square miles, containing one hundred and ninety-eight thousand four hundred acres, every foot of which is within the present Indian boundary. It is, then, a question that may come home to every feeling mind, whether the hardy veteran, who has spent the prime of life and shed many a vital drop in defence of his country and its independence, shall this meritorious class of citizens be deprived of the fruits of their well-earned services? Hopeless as is the situation of many of them, they still look up with confidence to that legislative authority from which their claims are honorably derived. Yet, obvious as these facts are, and well-founded as to the claims, other great evils must necessarily arise, unless a speedy Congressional decision takes place, so as to enable us to occupy the land, or to make the necessary remuneration to the respective claimants. Many of the original holders of those claims have sold them, and almost as many were ignorant of any obstacle towards the settlement of them; suits have been multiplied on this score, and adjudications taken place, that the party could give no better title than what arose under a patent from the State. Nor is this all. Of the locators and surveyors of those lands, many of them are deceased, the remainder dropping off daily, so that it will be impossible, in a short time, to identify one tract out of a hundred; and thus shall we be left without a guide or compass to steer by in that great ocean of confusion which now presents itself to every thinking mind.

Of no less importance are the claims for land issuing from the office, commonly called John Armstrong's office, before alluded to, than those of the military ones. Upwards of two thousand warrants issued from that office; about one thousand two hundred of them have been acted on; three-fourths of which are laid within what is now called the Indian boundary. About eight hundred more still remain to be acted on, which will cover upwards of a million acres of land, the whole of which are, consequently, laid within said Indian lines.

The epoch of a general peace with the Indians induced an expectation in your petitioners that the General Government would attend to those grievances; and, although there has been an appearance of seeing the Indian claims extinguished, yet have they been conducted in a manner so as to blast our fairest hopes. We allege that the appointment of commissioners, for the attainment of [this desirable object, has been fatal, inasmuch as they have been Indian agents, or officers of the army, that were generally appointed. Consistent to this idea, the petitioners beg leave to state that Henderson's purchase from the Indians at Wataga, in 1774, was made to cover all the waters of Cumberland river; the purchase made by other individuals, at the Long Island on Holstein, (under the sanction of the State of Georgia) included all the lands south of the North Carolina line, and north of the Tennessee, comprehending, perhaps, not less than one hundred and fifty miles long, and sixty miles broad. Both those purchases are within the present Indian boundary: that is to say, the whole of the last mentioned one, and so much of Henderson's as is watered by Cumberland river. But, by treaties under the authority of the United States, both those justly acquired rights have been abandoned, to wit: by the treaty of Hopewell, held by Pickens, Hawkins, &c. wherein they guaranteed to the Cherokees the land lying west of Cumberland mountain, which comprehends a considerable portion of what is now called the State of Tennessee; and, until that period, the Cherokees never claimed a foot of soil west of said mountain. It was in vain one of the commissioners, appointed by the State of North Carolina, protested against the measure. The superior authority of Federal representatives prevailed.

The subsequent treaty held at Holstein, under the aforesaid authority, proved not less disastrous, for the claims of the officers and soldiers of the North Carolina line were, in some measure, abandoned. But, bad as this treaty was, it was executed still worse: for Pickens and Hawkins, who were two of the commissioners in running said line, gave a construction to the treaty that neither reason nor sound policy could justify. The treaty says (running westwardly) "to run to a point forty miles above Nashville." It is here confidently asserted that, in place of running forty miles above Nashville, said line was not run more than twenty-one miles, before they departed from the ridge on the northeast course. In like manner, one of the commissioners, residing in the State of Tennessee, did object to the construction of the treaty by the two other commissioners; but the opinion of the majority prevailed, and to the prejudice and great

injury of the whites, in a tract of land not less than fourteen miles wide, and one hundred and fifty long, including two thousand one hundred square miles.

Your petitioners forbear further to dilate on the subject of those claims, but appeal to the justice and magnanimity of your honorable body, to the end that you pursue such constitutional measures as are most likely to obtain that redress that the nature and importance of their case demands, and your petitioners will pray, &c.

THOMAS DILLON.

A copy.

J. HUNT, *Clk. H. C. North Carolina.*

STATE OF NORTH CAROLINA.

IN THE HOUSE OF COMMONS, December 15, 1803.

The committee, to whom the petition of Thomas Dillon, for himself and others, was referred, report:

That your committee have had the petition under consideration, and fully investigated the facts therein stated. It appears that Thomas Dillon, as well as divers other citizens of the State of North Carolina, made entries for lands in the office lately kept by John Armstrong, and faithfully paid the consideration, either in actual cash or specie certificates, conformably to the existing laws at that time. That the faith of the State, by the said acts, was pledged that these entries should enure to the rightful owners or enterers, and that they were permitted to survey the lands so entered, and to perfect their claims by grant.

Your committee, in the investigation of this claim, adverted to the cession act of this State to the United States, of the lands lying west of a certain line or boundary as therein described, by which it appears that the United States unequivocally stipulate to and with the State of North Carolina to guaranty the claims of its citizens to lands lying within the said ceded territory; that, notwithstanding this solemn compact, the United States, by treaties subsequently held with the Cherokee and Chickasaw Indians, have absolutely forbid any person from surveying lands within the limits of the lands secured to the Indians aforesaid, thereby directly infringing the principles of the said cession act, and depriving the petitioners of their just rights.

Your committee, relying on the good faith of the United States, and believing that, whenever the more pressing exigencies of Government will permit, they will comply strictly with the conditions of the cession act aforesaid, and believing also that the petitioners ought to obtain redress through the interference of the Legislature of North Carolina, recommend the adoption of the following resolutions:

Resolved, That the Senators of this State in the Congress of the United States be directed, and the Representatives requested, to use their best endeavors to obtain redress for the petitioner, and all others in his situation, agreeably to the stipulations and conditions of the cession act aforesaid, either by extinguishing the Indian titles to the lands in question, or permitting the enterers to subscribe to the funded debt of the United States, to the amount of the consideration money aforesaid, the interest accruing thereon, and the actual expenditures in procuring surveys, to be made on the lands so entered.

Resolved, further, That his excellency the Governor be requested to forward to the Senators and Representatives of this State, in the Congress of the United States, copies of the petition of the said Thomas Dillon, the report of your committee on the subject, and the foregoing resolution, which is submitted.

Read, and resolved that the House do concur thereof.

JOHN MOORE, *Chairman.*

IN SENATE, December 16, 1803.

S. CABARRUS, *Sp'r. H. C.*

Read, and resolved that this House do concur therewith.

JOSEPH REDDICK, *Speaker of Senate.*

A copy,

J. HUNT, *Clk. H. C.*

8th CONGRESS.]

No. 90.

[1st SESSION.

APPLICATIONS FOR DONATIONS TO ACTUAL SETTLERS IN THE MISSISSIPPI TERRITORY.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, JANUARY 23, 1804.

Mr. NICHOLSON, from the committee to whom were referred sundry memorials of the people of the Mississippi territory, made the following report:

The petitioners state that a great increase of population would be derived to the Mississippi territory, if Congress would consent to make a donation of lands to actual settlers, and pray that provision be made by law for this purpose.

As a bounty of this kind has uniformly been refused by the United States, in the disposal of their public lands, the committee are of opinion that the prayer of the several petitions ought not to be granted.

8th CONGRESS.]

No. 91.

[1st Session.]

ALTERATIONS OF THE LAWS FOR THE SALE OF PUBLIC LANDS.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, JANUARY 23, 1804.

Mr. NICHOLSON made the following report:

The committee appointed to inquire into the expediency of amending the several laws providing for the sale of the public lands of the United States, and to whom were likewise referred several petitions from sundry persons residing in the State of Ohio, upon the same subject, report, and recommend to the House the adoption of the following resolutions.

1. *Resolved*, That from and after the — day of — next, the public lands of the United States, lying north of the river Ohio, shall be sold on payment of one-twentieth part of the purchase money, at the time of making the purchase, and the remainder within sixty days thereafter; the first payment to be forfeited, and the sale to be void, unless the second payment is made within the time above limited.
2. *Resolved*, That from and after the said — day of — next, those townships which have heretofore been sold in half sections may be purchased at the option of the purchaser, either in half or quarter sections; in which last case, the half sections shall be divided on the application, and at the expense of the purchaser, into two equal parts, by a line running due east and west.
3. *Resolved*, That from and after the said — day of — next, those townships which have heretofore been sold in entire sections, may be purchased either in entire or in half sections, at the option of the purchaser; in which last case, the sections shall be divided into two equal parts, on the application, and at the expense of the purchaser, by a line running due north and south.
4. *Resolved*, That the sections heretofore reserved in the Steubenville district, and in the tract lying between the two Miamies, south of the twelfth range of townships, shall from and after the said — day of — next, be offered for sale on the same terms, and in the same quantities, as the other lands within the same townships, respectively.
5. *Resolved*, That the public lands north of the river Ohio, and above the mouth of Kentucky river, including the reserved sections mentioned in the preceding resolution, shall be offered for sale in half sections and in quarter sections, before the said — day of — next, at the respective land offices, to the highest bidder; provided, that no half section shall be sold for less than — per acre, and no quarter section for less than — per acre, to be paid within forty days after the day of sale.
6. *Resolved*, That the said lands may, after the said — day of — next, be purchased at the respective land offices at the rate of — per acre, for each entire or half section, and at the rate of — per acre, for each quarter section.
7. *Resolved*, That no interest shall be charged to persons who have purchased, or who, before the said — day of — next, shall purchase any of the said lands, in pursuance of the act of the 10th of May, 1800, and shall not have alienated the same; provided, that they shall have discharged, and shall hereafter discharge, the instalments due on the said lands, on or before the days on which the same have or may become due; but the interest shall be demandable, in conformity with the provisions of the said act, from the date of the purchase, on each instalment, which shall not have been paid on the day on which the same became or shall become due.
8. *Resolved*, That certificates receivable in payment for lands, shall be granted to persons entitled to the benefit of the last preceding resolution, and who shall have completed their payments before the passing of this act, for a sum equivalent to the interest which has been charged them, and from the payment of which it is intended they should be exonerated.
9. *Resolved*, That the authorities vested in, and the duties enjoined on, the Surveyor General, shall extend to all the public lands to which the Indian title has been extinguished, north of the river Ohio, and east of the river Mississippi.
10. *Resolved*, That whenever any of the public lands shall have been surveyed, in conformity with the existing laws, they shall be divided by the Secretary of the Treasury into convenient districts; and a Deputy Surveyor shall, with the approbation of the said Secretary, be appointed for each district by the Surveyor General, whose duty it shall be to run and mark such lines as may be necessary for dividing and closing the surveys of the lands sold by the United States; for which services they shall receive — dollars for every mile thus surveyed and marked from the purchaser of such lands.
11. *Resolved*, That from and after the — day of — next, each of the Registers and Receivers of the land offices heretofore established by law, shall, in addition to the commission heretofore allowed, receive one-half per cent. on all the moneys paid for public lands, and an annual salary of five hundred dollars, the Register and Receiver of the land office at Marietta excepted, the annual salary of each of whom shall be only two hundred and fifty dollars.
12. *Resolved*, That from and after the — day of — next, the fees payable by virtue of the act of the 10th of May, 1800, for surveying expenses, patents, entry of lands, and certificates granted by the Register, shall no longer be demandable from, and paid by the purchasers.
13. *Resolved*, That the two tracts of land lately purchased from the Indians on the Wabash, and between the rivers Mississippi and Ohio, shall be surveyed and offered for sale, in the same manner, and on the same terms, as the public lands north of the river Ohio, and above the mouth of the river Kentucky, and in conformity with the preceding resolutions.

DECEMBER 1, 1803.

Sir:

The committee appointed to inquire into the expediency of amending the several laws providing for the sale of the public lands of the United States, discovering that a variety of objects, embraced by the several petitions referred to them, are connected with, and may materially effect the revenue, they have directed me to submit to you the following propositions, and to request such information as the nature of the subject may require.

Will the sales of the lands be retarded or accelerated; and how will the revenue be affected?

1st. By selling the lands in smaller tracts.

2dly. By charging no interest on the amount of sales until after the purchaser has made default in payment.

3dly. By selling for cash, instead of giving the credit now authorized by law.

4thly. By reducing the price of the lands.

5thly. By making grants of small tracts to actual settlers and improvers.

As from the nature of your official duties, your attention has necessarily been frequently drawn to the several laws providing for the sale of the public lands, the committee will thank you to point out any defects which may have occurred in carrying them into effect, and to suggest such amendments as may appear to you proper to remedy existing inconveniences.

I have the honor to be, sir, respectfully, your obedient servant,

JOSEPH H. NICHOLSON.

TREASURY DEPARTMENT, *January 2, 1804.*

SIR:

In conformity with the request contained in your letter of the 1st ultimo, I have the honor to communicate such observations respecting the proposed alterations in the laws providing for the sale of public lands, as have been suggested by their operation.

Under the present system, the public lands north of the river Ohio, and east of the river Muskingum, are sold only in sections of one mile square, and containing six hundred and forty acres each. The other lands north of the Ohio, and above the mouth of Kentucky river, are sold one half in sections, and the other half in half sections, containing three hundred and twenty acres each. No provision has yet been made by law for the sale of the reserved sections which are interspersed through those lands, nor for that of the tracts lying below the mouth of Kentucky river, and lately purchased from the Indians, one of which is situated on the Wabash river, around St. Vincennes, and the other between the Mississippi and Ohio, above the confluence of those two rivers.

The price at which all the lands offered for sale may be purchased is two dollars per acre, payable in specie or in six per cent. stock, at par, and in four equal instalments; the first of which must be paid at the time, and the three others within two, three, and four years after the time of making the purchase. In every instance, except in the case of persons who had made contracts with Judge Symmes for lands lying between the two Miamies, interest at the rate of six per cent. a year is charged on the three last instalments, from the date of the purchase; and, in every case, a discount at the rate of eight per cent. a year is allowed for prompt payment.

The cash price of the lands is, therefore, only one dollar and eighty-four cents per acre, except for lands lying between the two Miamies, for which contracts had been made with Judge Symmes, which may be paid for at the rate of one dollar and sixty-four cents per acre. It follows from thence, that, if all the lands were sold on the same terms as the last mentioned, that is to say without charging interest until after the instalments had become due, it would operate a reduction on their cash price of twenty cents per acre.

The reasons which probably influenced the Legislature in fixing a price so much beyond what had been the usual terms on which vacant lands had theretofore been granted in the several States were, a wish to prevent monopolies and large speculations, and, at the same time, to secure a permanent revenue to the Union.

The first object has been fully obtained; and, although the proceeds of the sales have not been commensurate with the vast increase of population, more than nine hundred thousand acres have been sold in three years, on which near eight hundred thousand dollars have been received, and about eleven hundred thousand remain due by the purchasers.

It must, however, be observed that the price of public securities, at the time of passing those laws, would have reduced the real cash price of lands at about a dollar and a half per acre, and that the sales have been affected by the competition of lands held by individuals in the Connecticut reserve, in the military tracts, and in Kentucky, and which might generally be purchased for a less price than that set on the public lands.

A considerable reduction of the price might be considered as a waste of the public property, and as promoting migration beyond its natural and necessary progress. It would certainly be injurious to private landholders, and, by throwing the lands into the hands of a few individuals, prevent that gradual and equal distribution of property which is the result of the present system. To reduce it only to what may be considered as the market price which actual settlers give for small tracts in similar situations, would only satisfy the demand for land created by the existing population, and, without promoting migrations or speculations on a large scale, would increase the receipts in the treasury; provided that reduction was connected with another measure which is considered as of first importance for the security of that branch of the revenue.

It has been observed that about eleven hundred thousand dollars are due to the United States on account of preceding sales. Great difficulties may attend the recovery of that debt, which is due by nearly two thousand individuals; and its daily increase may ultimately create an interest hostile to the general welfare of the Union. It appears extremely desirable, in every point of view, that lands should hereafter be sold without allowing any other credit than that of forty days, now given for the payment of the first instalment; and, as that provision might be considered injurious to that part of the community who are not able to make large payments, it would seem proper to connect it with a moderate reduction in the price, and with a permission to purchase smaller tracts than is now allowed by law.

Supposing that the lands which are now sold in entire sections should be offered for sale in half sections; that those which are now sold in half sections should be offered for sale in quarter sections; and that the price of entire and half sections should be reduced to one dollar and twenty-five cents, and that of quarter sections to one dollar and a half, per acre; it is believed that the benefits resulting from the present system would not be impaired, and that several important advantages would be obtained.

1. The price being still as high as that at which lands held by individuals in similar situations are generally sold, and higher than can be afforded for any other purpose than that of improving the land, or securing it for the use of the purchaser's family, monopolies and large speculations would be as effectually prevented as under the existing provisions.

2. The poorest individuals, as they cannot at present purchase less than three hundred and twenty acres, must, in order to become freeholders, be able to pay one hundred and sixty dollars, and become bound for four hundred and eighty more, payable within four years; and it is proper to observe that, if they have no other resources, it is almost impossible that they should, during the first four years of a new settlement, draw the means of payment from the produce of the land. By the proposed alteration, a man might, by the payment of two hundred and forty dollars, acquire a freehold of one hundred and sixty acres, without encumbering himself with any debt whatever. The difficulty of raising eighty dollars more at first is unimportant, if it shall be admitted that the subsequent payments must at present be provided for from other resources than those arising from the land itself; and, in every other respect, the purchaser will evidently be placed in a much more eligible situation.

3. Whatever revenue may be derived from that source will be collected in the most simple manner, and will be completely secured. There will be no outstanding debts, and the interest of every new purchaser will become identified with that of the Union.

4. It has already been observed, that the sales have not, by any means, been commensurate with the demand for land and the increase of population; they have been limited, partly by the competition of other lands in the market, and partly by the existing means of payment. Under the system, altered as has been suggested, they would be limited only by the last clause, and be altogether regulated by the amount of circulating medium acquirable by the purchases. It is evident, indeed, that it would be more easy to sell three hundred thousand acres at a dollar and a third, than two hundred thousand acres at two dollars per acre; and no doubt is entertained that the revenue would be not only secured, but also increased, by the proposed alterations.

The only difference to the United States will be, that they will transfer the property of a greater quantity of land for the same sum of money than they do at present. The estimated revenue of four hundred thousand dollars, derived from that source, is predicated on annual sales of two hundred thousand acres, at two dollars; or rather of about two hundred and twelve thousand acres, at one dollar and eighty-four cents per acre; two hundred and sixty-six thousand six hundred and sixty-six acres, at one dollar and a half, or three hundred and twenty thousand acres, at one dollar and twenty-five cents per acre, would produce an equal sum. It would, therefore, under the proposed alterations, cost annually to the United States about one hundred thousand acres more than at present, to raise a revenue equal to that which may be collected under the existing regulations. Compared with the quantity of land north of the Ohio and east of the Mississippi, not less, certainly, than one hundred and fifty millions of acres, the soil of which belongs to the United States, that difference is so trifling, and the effect which, in that respect, may result from the alteration, so distant, that neither of them seems to afford sufficient ground of objection.

A more serious difficulty will arise from former purchasers, who may complain that they should be left in a worse situation than those who shall purchase under the new arrangement. It is true that those persons have had the selection of the most eligible spots, in point of situation and of soil; yet, under all circumstances, and also in order to secure punctual payments, it might be expedient to release them from the payment of interest until after their

instalments had become due. That provision which, it is believed, would be perfectly satisfactory, should be extended only in favor of those who shall discharge those instalments with punctuality, and who have not alienated the property. In the few cases where the purchasers have already completed their payments, certificates, receivable in payment for land, might be given to them for the sums which may have been charged for interest.

It is believed that the alterations which have been suggested will enable a great portion of the actual settlers to become purchasers; but the principle of granting them a right of pre-emption, exclusively of the abuses to which it is liable, appears irreconcilable with the idea of drawing a revenue from the sale of lands. Nor would the reduction of price, and especially the sale in smaller tracts, be an eligible measure, so far as respects the revenue, unless connected with a suppression of the credit which is now given to purchasers.

Should those outlines be adopted, it may be proper to provide that, before the reduction, either in the price or in the size of the tracts, shall take place, all the lands shall be offered at public sale, as on a similar occasion had been directed by the act passed on the 10th May, 1800; and some other modifications of less importance, though not immediately connected with that part of the subject, may, at the same time, be taken under consideration.

The powers of the Surveyor General extend only over the lands lying north of the river Ohio, and above the mouth of the river Kentucky; it seems proper, on account of the late purchases, that they should be extended over all the public lands lying north of the Ohio and east of the Mississippi; for the surveys of the lands above the mouth of Kentucky river, to which the Indian title has been extinguished, being nearly completed, it is hardly necessary to create a new office for the others; and it would be useful to provide, that that officer should also ascertain, by astronomical observations, the situation of some of the most important points of that part of the country.

The surveys are now executed by assistants, appointed by the Surveyor General, whose offices cease with the completion of their work. For the purpose of making legal re-surveys, when called on by the parties, of surveying and marking the lines which, in conformity with the mode prescribed by law, have been left open, and also of subdividing the tracts into quarter sections, in pursuance of the proposed modifications, it would be eligible to have "district surveyors" appointed, who should receive, for their several services, stated fees, to be paid by the parties for whose benefit they may be rendered. That arrangement, exclusively of other advantages, would preclude the necessity of any advance from the treasury for the subdivision of lands into quarter sections.

Whatever price it may be thought proper to fix on the lands, it will be more simple and convenient for the purchasers, that, with the exception of the last mentioned expense, the several fees now paid to the United States for surveying expenses and for patents, as well as those paid to the Registers for entry and certificates, and which, in the purchase of a half section, amount altogether to about three cents and a half per acre, should be incorporated with the price.

The Receivers of Public Moneys receive now one per cent. on all the moneys paid into the treasury; and the Registers one-half per cent. on the same, besides the fees, amounting to about two-thirds per cent. more, the suppression of which is submitted. Those compensations are much lower, in proportion to the revenue collected, than those allowed to most of the officers employed in the collection of the other revenues of the Union, and appear inadequate to the responsibility attached to the offices, and to the rate of talents and knowledge necessary to discharge their duties. The propriety of increasing the commission of both offices one-half per cent. and of giving to each of them a small annual salary, as an equivalent for clerk hire and office rent, is respectfully submitted. The salary might, in that instance, be five hundred dollars to each officer, those of the Marietta district excepted, for whom two hundred and fifty dollars would be sufficient. This, on account of the suppression of the Register's fees, would give a greater increase to the Receivers than to the Registers; which, considering the risk attached to the safe keeping of the public moneys, appears reasonable.

The expediency of excluding the reserved sections from the sales is doubtful, as the destruction of timber is perhaps more than equivalent to the supposed increase of value, and it is particularly complained of in the Steubenville district, and in the tract lying between the two Miamies, where the greater part of the adjacent lands is sold and occupied.

The preceding observations have been made only in relation to the lands north of the river Ohio. It would be inexpedient to apply many of the regulations which have been submitted to the public lands south of the State of Tennessee, and I will beg leave to make a separate communication respecting the operation of the law passed during the last session on that subject.

I have the honor to be, very respectfully, Sir, your obedient servant,

ALBERT GALLATIN.

Honorable JOSEPH H. NICHOLSON, *Chairman, &c.*

8th CONGRESS.]

No. 92.

[1st Session.]

LAND CLAIMS IN MISSISSIPPI.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, JANUARY 25, 1804.

Mr. LATTIMORE, from the committee to whom were referred two petitions, one from the Legislature of the Mississippi territory, and the other from sundry residents and claimants of lands on the Alabama river, and on the east side of the river and bay of Mobile, praying Congress to confirm certain claims to lands therein specified, made the following report:

The claims stated in the abovementioned petitions are as follow:

The first class of claims is founded upon a warrant of survey granted by the Spanish Government, and, in consequence thereof, the lands actually surveyed, and the proprietor furnished with a plat and certificate, by the surveyor, executed previous to the 27th of October, 1795; which species of title, the petitioners say, the inhabitants have been in the habit of considering as an absolute right, although not completed by patent; and that such titles have been permitted to descend by inheritance, or to be transferred by sale, although no improvement or actual settlement had been made.

The second is to lands which had been cultivated and improved for many years, but, by the rotation of crops, and the necessary repose to be given to the soil, the cultivation thereof had been discontinued during the year 1795.

The third is to lands lying east of the Tombigbee river, on which are settled a considerable number of persons, holding such rights as are customary in other parts of the territory, and to which, the petitioners state, the Indian title has long since been extinguished.

The fourth is to lands held by warrant of survey and improvement, the claimants being minors, in whose name, the petitioners state, their parents had preferred making application to the Spanish Government for lands on which large improvements are now made, and the loss of which, it is said, would reduce to beggary and misery families which are now comfortably settled.

In the third condition of the first article of the "articles of agreement and cession," between the United States and the State of Georgia, it is provided "that the United States, for the period, and until the end of one year after

the assent of Georgia to the boundary established by this agreement shall have been declared, may, in such manner as not to interfere with" other stipulations specified in that agreement "dispose of, or appropriate, a portion of the lands" ceded by that agreement, "not exceeding five millions of acres, (or of the proceeds of the said five millions of acres,) or of any part thereof, for the purpose of satisfying, quieting, or compensating for, any claims other than those thereinbefore recognized, which may be made to the said lands, or to any part thereof: It being fully understood that, if an act of Congress making such disposition or appropriation shall not be passed into a law within the abovementioned period of one year, the United States shall not be at liberty, thereafter, to cede any part of the said lands on account of claims which may be laid to the same, other than those recognized by the preceding conditions, nor to compensate for the same; and in case of any such cession or compensation, the present cession of Georgia to the right over the lands thus ceded or compensated for shall be considered as null and void, and the lands thus ceded or compensated for shall revert to the State of Georgia."

In the first section of an act passed at the last session of Congress, entitled "an Act regulating the grants of land, and providing for the disposal of the lands of the United States south of the State of Tennessee," it is enacted, "That any person or persons, or the legal representatives of any person or persons, who were resident in the Mississippi territory on the 27th day of October, 1795, and who had, prior to that day, obtained either from the British Government of West Florida, or from the Spanish Government, any order or warrant of survey for lands lying within the said territory, to which the Indian title had been extinguished, and which were, on that day, actually inhabited and cultivated by such person or persons, or for his or their use, shall be confirmed in their claims to such lands, in the same manner as if their titles had been completed: *Provided, however*, That no such incomplete title shall be confirmed, unless the person in whose name such warrant or order of survey had been granted, was, at the time of its date, either the head of a family, or above the age of twenty-one years."

In the second section of the act aforesaid, it is further enacted, "That, to every person, or to the legal representative or representatives of every person who, being either the head of a family, or of twenty-one years of age, did, on that day of the year 1797, when the Mississippi territory was finally evacuated by the Spanish troops, actually inhabit and cultivate a tract of land in the said territory, not claimed by virtue either of the preceding section, or of any British grant, or of the articles of agreement and cession between the United States and the State of Georgia, the said tract of land thus inhabited and cultivated shall be granted."

The assent of Georgia to the boundary established by the articles of agreement and cession, having been declared on the 16th day of June, 1802, some doubts may possibly arise whether, after the 16th day of June, 1803, Congress possessed a power to confirm any claims to lands within the Mississippi territory, other than such as are embraced by the appropriation in the eighth section of the act abovementioned. The first class of claims hereinbefore enumerated, not being recognized, and the fourth being expressly precluded by that act, your committee are of opinion that the further consideration of this part of the subject ought to be postponed to the next session of Congress.

The second class of claims being, in the opinion of your committee, recognized and provided for by the act aforementioned, it belongs to the commissioners appointed under that act to judge and determine between claims circumstanced as these are described to be in the petition, and those to lands which may have been altogether abandoned.

The third class of claims being founded on such principles as are recognized by the act aforesaid, and supported by such evidences as support claims to lands in all other parts of the territory, and, therefore, in the opinion of your committee, fully embraced by the appropriation; the only question that remains is, whether it be expedient to confirm those claims, by repealing so much of the eighth section of the act aforementioned, as provides "that no certificate shall be granted for lands lying east of the Tombigbee river." It appears, by a note from the Secretary of War, that the running and marking of the lines between the Choctaw and Creek nations, and the United States, in that quarter, have been completed; that these lines have been run, in conformity to a cession made to the British Government, while that Government possessed the Floridas, and that some lands, claimed by two or three settlers, are on the Indian side of the line, to the eastward of the Mobile. Hence your committee conclude, that nearly all the lands claimed by the petitioners, east of the Tombigbee river, are out of the Indian boundary line, and that, of consequence, the Indian titles thereto are extinguished.

Whatever good reasons, besides a want of the information now obtained, may have produced an insertion of the prohibitory clause above cited, when the law in question was enacted, your committee are of opinion that no reasons for a continuance of that prohibition now exist, and, therefore, respectfully recommend the following resolution:

Resolved, That so much of the eighth section of the act passed at the last session of Congress, entitled "an Act regulating the grants of land, and providing for the disposal of the lands of the United States, south of the State of Tennessee," as provides "that no certificate shall be granted for lands lying east of the Tombigbee river," ought to be repealed: *Provided*, That no certificate shall be granted for any lands to which the Indian title has not been extinguished.

Resolved, That the commissioners appointed in pursuance of an act passed at the last session of Congress, entitled "An act regulating the grants of land, and providing for the disposal of the lands of the United States south of the State of Tennessee," be authorized and required to make, on or before the 1st day of December next, a full report to the Secretary of the Treasury, of all claims that may be laid before them, for lands held by warrant of survey and improvement, in cases where the claimants were minors, and not heads of families, at the time such warrants were issued, with the circumstances which occasioned the issuing of such warrants, and the validity which has been considered as attached to them.

CLAIM TO LAND ADJOINING THE CITY OF NATCHEZ.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, JANUARY 26, 1804.

To the Honorable the Senate and House of Representatives of the United States in Congress assembled, the petition of William Dunbar, of the Mississippi territory, respectfully sheweth:

That your petitioner obtained from the Spanish Government of Natchez a title or conveyance to a lot of land, in compensation of services; that this title being dissimilar in certain respects to all others existing within the territory, a doubt has arisen in the minds of some persons, (however equitable or even legal the title may be) whether the commissioners of land claims can, consistently, under the articles of agreement and cession between the United States and the State of Georgia, confirm the same: notwithstanding this uncertainty, your petitioner did intend to submit his title to the investigation of the commissioners; and if their decision should prove unfavorable, he entertained no doubt that a speedy relief might be obtained by application to Congress. But this supposed uncertainty of the legality of your petitioner's title has engendered in the minds of the infant corporation of the town of Natchez a possibility of snatching from your petitioner the well-earned fruits of his labor in the service of the former Government; a petition has, therefore, been presented (without the knowledge of your petitioner) in the name of the corporation, to your honorable body, praying that the title to all vacant lands within the limits of the city may be confirmed

to them by Congress, directing their views principally to the lot of your petitioner, in the expectation that, should the commissioners fail to confirm his title, the first grant obtained from Congress might entirely defeat his just expectations of receiving relief by application to your honorable body.

Your petitioner being thus constrained to abandon his first intentions, and step forward in his own defence against an attack made within the walls of Congress, has now the honor of submitting respectfully to your honorable body the decision of his claim.

Your petitioner's title stands upon the following ground: A tract of land was granted by patent from the Spanish Government to an individual; this land was sold by the first to a second individual, and considerably improved: the Spanish Government purchased a part of this tract, with a view to erect public buildings, and establish a town; and the plan of a small town was accordingly traced out upon one part of it; and on another part, the Governor caused to be erected, at his private expense, a large building, destined for his own residence, but, before it was completed, it was blown down by a hurricane. After the Spanish treaty was known at Natchez, but before the withdrawing of the Spanish Government, your petitioner applied to the Governor for compensation of various unsatisfied services, and a lot containing twenty-seven arpents (about twenty-three English acres) upon which the Governor's private building had been erected, was offered to be conveyed, in satisfaction of your petitioner's demand, by his excellency, in the double capacity of Governor and private proprietor, as will more clearly appear from an inspection of the Spanish titles herewith presented. Your petitioner accepted the proposition, believing in the legality of the proffered title, for the following reasons: because this land was no part of the King's public domain, but a portion of an improved tract, the title of which was derived from an ancient patent; and because the purchase by the Spanish Government constituted a private not a public property, disposable under an article of the treaty which permitted the two Governments and individuals, reciprocally, to *withdraw* their settlements; which expression could have no meaning, if the right of selling or disposing is denied; for settlements cannot by any other mode be withdrawn for the benefit of the holder.

Your petitioner prays the patience of your honorable body, while he draws from the annals of the United States an example in favor of his claim. It appears (if your petitioner be rightly informed) that when the State of Pennsylvania annulled the right of the proprietors over the public domain of that State, her sense of justice confined to the family of the Penns, (notwithstanding their adherence to the enemies of the republic) all their manors and every portion of land which had been by public act separated from the public domain, although existing in the hands of the proprietors: it is not presumable that the justice and magnanimity of the United States will deny to a friendly Power, relinquishing in their favor a valuable cultivated country, the privilege of compensating one of their servants, but now a citizen attached to the United States, with a grant of a pittance of land, long separated from the public domain, and deriving its title from a patent recognized by the articles of agreement and cession between the United States and the State of Georgia.

Your petitioner presumes that his claim will present itself before your honorable body in a highly equitable, probably in a legal form, and prays that the premises may be taken into consideration, and such relief granted by a confirmation of the title of your petitioner as may seem fit to the wisdom of Congress.

And your petitioner shall ever pray, &c.

WILLIAM DUNBAR.

Translation from the Spanish of a title to a lot of land.

PETITION.

May it please the Governor:

William Dunbar, Assistant Surveyor of this district, respectfully sheweth: That he hath, for a considerable time, exercised the functions of his employment, without any gratification on the part of the Government, or any other recompense except ordinary fees. It is known to your excellency that he has been employed in matters of public service, such as the laying off and measuring the lots of this city, forming plans of the elevations in the vicinity of the fort, copying charts, and several journeys performed, by order of your excellency, for the public service, at his own expense; for which he has not been recompensed otherwise than by the promise of a grant of land within this district, in compensation of those services; but as the treaty between His Majesty and the United States presents an obstacle to such grants, he respectfully prays your excellency will be pleased to present to the consideration of his excellency the Governor General of these provinces the services which the petitioner hath rendered, in order that he may be pleased to grant him such gratification as he may judge proper; or, otherwise, he prays your excellency that, as His Majesty possesses in the vicinity of this city a lot of twenty or thirty arpents of vacant land, being a part of what was purchased and paid for to Don Stephen Minor, you will be pleased to concede to him the said lot by way of grant or conveyance, in consequence of its being a private property, and not belonging to the domain; in which case the petitioner will consider himself sufficiently recompensed, and hopes to receive this favor from the benevolence of your excellency.

WILLIAM DUNBAR.

NATCHEZ, April 4, 1797.

As Mr. William Dunbar will be satisfied for his services with the recompense only of a grant of the vacant land adjoining this town, he will, therefore, measure the said lot for himself; when this shall be done, he shall make me a return of his operation, for the purpose of issuing a title of property.

MANUEL GAYOSO DE LEMOS.

NATCHEZ, April 5, 1797.

I certify having measured, and bounded in my favor, the vacant lot mentioned in the foregoing decree, containing twenty-six acres and ninety-one perches, French superficial measure; bounded on one side by the lots and streets of this city, and on other sides by lands belonging to the fort of His Majesty, and those belonging to Captain Stephen Minor, as is represented by the foregoing figured plat, the boundaries being fixed according to the explanations of said plat, without paying attention to the variation of the magnetic needle, which variation is eight degrees and a half from north towards the east,

In witness whereof, I sign these presents, in Natchez, the 11th of April, 1797.

WILLIAM DUNBAR, *Assistant Surveyor.*

Whereas, Mr. William Dunbar, Assistant Surveyor of this district, will consider himself recompensed for the services performed by him for this Government, as mentioned in his memorial, if the land which he solicits be granted to him; in consideration, therefore, of his aforesaid services, performed without pay or gratification whatsoever, I grant, as by these presents I do hereby grant, by virtue of powers vested in me to that effect, to Mr. William Dunbar, twenty-six arpents ninety-one perches of land, square measure, according to the foregoing return of survey, made by him in compliance with my decree; bounding on one side with the lots and streets of this city, and on other sides with lands belonging to the fort of His Majesty, and those of the property of Captain Stephen Minor, including, within the said twenty-six arpents and ninety-one perches, square measure, the lots which, with permission, I had appropriated to myself in the year 1790, and upon which I had, at that time, caused buildings to be erected in front of the lot granted to the late Mr. Benjamin Monsanto. In consequence whereof, I grant and give unto him the property of the aforesaid twenty-six arpents and ninety-one perches of land, being a portion of a greater quan-

tity which His Majesty purchased and paid for to Captain Stephen Minor, in order that he may dispose of the same as his absolute property, and make use of the fruits thereof, regulating himself by the said return of survey, and observing the prescribed conditions.

Given under my hand, and sealed with the seal of my arms, and countersigned by the King's Secretary for this Government, at Natchez, the 19th of April, 1797.

MANUEL GAYOSO DE LEMOS,

Brigadier of the Royal Armies, Governor Military and Civil of the Post and District of Natchez, &c.

8th CONGRESS.]

No. 94.

[1st Session.]

REVISION OF THE LAWS FOR THE SALE OF LANDS.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, JANUARY 27, 1804.

Mr. NICHOLSON made the following report:

The committee appointed to inquire into the expediency of amending the several laws providing for the sale of the public lands of the United States, submit a further additional report, in part, and recommend the adoption of the following resolutions:

Resolved, That the two Boards of Commissioners, appointed in pursuance of an act passed at the last session of Congress, entitled "An act regulating the grants of land, and providing for the disposal of the lands of the United States south of the State of Tennessee," be authorized to employ, each, an assistant clerk, and a translator of the Spanish language, to assist them in the despatch of the business which may be brought before them.

Resolved, That each of the said Boards be invested with the same powers, to compel the attendance of witnesses, as are now exercised by the courts of law of the United States.

Resolved, That the Secretary of the Treasury be authorized to employ an agent, whose duty it shall be to appear before the said commissioners, and defend the rights of the United States.

Resolved, That, when any grant shall be produced to the said commissioners for lands, which were not, at the date of the said grant, or within — thereafter, occupied by or for the use of the grantee, the grant shall not be considered as conclusive evidence of title, but the burthen of proof of its validity shall fall upon the claimant.

Resolved, That the tract of country bounded on the south by a parallel of latitude, passing by the mouth of Yazoo river; on the east by the State of Georgia; on the north by the State of Tennessee; and on the west by the Mississippi river, shall be annexed to the Mississippi territory.

TREASURY DEPARTMENT, *January 5, 1804.*

SIR:

I have now the honor to enclose the copy of a letter received, since my communication of the 2d instant, from the commissioners appointed under the act "regulating the grants of land, and providing for the disposal of the lands of the United States south of the State of Tennessee," for the adjustment of certain claims to the said lands west of the Pearl river.

As the commissioners have a right to give what they may deem the legal construction of the statute, it is presumable from their letter that, unless otherwise directed by Congress, they will extend the benefits of the second section of the law to persons who inhabited and cultivated a tract of land in the Mississippi territory in the month of March, 1798, which, contrary to the impression when the law was passed, they state to be the date of the final evacuation by the Spanish troops. There are no documents in this department by which the circumstances attending that event, and what ought to be considered as its real date, can be ascertained.

A donation of land to those settlers who migrated into the territory subsequent to its evacuation by the Spanish troops, instead of the right of pre-emption contemplated by the law, does not seem more proper in that case than in that of the actual settlers on the public lands north of the Ohio, to whom it has been uniformly refused, and who have not even, except in one instance, been allowed a right of pre-emption. How far, also, such an alteration would be consistent with the articles of agreement and cession between the United States and Georgia, appears doubtful.

The suggestions of the commissioners on the subject of fraudulent and antedated Spanish grants, seem to deserve particular consideration. It is ascertained, by information received through various and authentic channels, that the same frauds are attempted on a much larger scale in Louisiana; and it appears desirable that principles should be adopted in relation to those grants in the Mississippi territory, which may hereafter be applied to similar cases in the newly acquired territories. The commissioners may not only be vested with sufficient powers to compel the attendance of witnesses, and counsel be employed to defend the rights of the United States, but, since it cannot be doubted that antedated grants are in existence, it might be provided that the grants shall not alone be considered as conclusive evidence, and that in all cases where the land claimed was not occupied by or for the benefit of the grantee, at the time of or within a limited period after the date of the grant, the burthen of the proof of its validity shall fall on the claimant. For the purpose of showing the magnitude of the fraudulent speculations attempted on that ground, and at this time in Louisiana, extracts of letters from two public officers of the United States are enclosed.

The assistance of a Spanish translator seems indispensable to enable the commissioners to carry into effect the provisions of the act; and an assistant clerk would certainly contribute to the despatch of the business committed to their care.

Permit me to remark, though not immediately connected with the disposal of the public lands, that the Mississippi territory is bounded on the north by a parallel of latitude passing by the mouth of the Yazoo river. The tract of country ceded by Georgia to the United States, which lies between that parallel and the State of Tennessee, not being included in any State or territory, serious inconveniences may arise in the prosecution of crimes and offences against the United States, committed within its boundaries.

I have the honor to be, with great respect, sir, your obedient humble servant,

ALBERT GALLATIN.

Honorable JOSEPH H. NICHOLSON.

WASHINGTON, MISSISSIPPI TERRITORY, *December 16th, 1803.*

The commissioners appointed under the act "regulating the grants of land and providing for the disposal of the lands of the United States, south of the State of Tennessee," passed the last session of Congress, having met and formed a Board on the 1st instant at this place, agreeably to the directions of that act, proceeded to business; and.

upon an attentive review of the law, with a slight understanding of the business to be performed under it, they beg leave to suggest several things which appear as defects in that law.

The second section of the law makes a donation of land, not exceeding six hundred and forty acres, to a certain description of persons, "who did on that day of the year 1797, when the Mississippi territory was finally evacuated by the Spanish troops actually inhabit and cultivate," &c. Now it seems that the final evacuation of the territory by the Spanish troops, took place on the 30th day of March, in the year 1798. It is doubtful, therefore, which of these periods shall be observed by the Board in regulating those donations. Government will see the propriety of rectifying this; and, in the meantime, the commissioners conclude to observe the time of final evacuation, considering that to be the intention of the Legislature.

The sixth section gives the Board of Commissioners power to administer oaths and examine witnesses, but no express power to enforce their attendance; nor are they allowed any executive officer to attend the Board or execute process, though the law has submitted to their determination more important matter than, perhaps, comes before any court in the Union. The Board are of opinion, from the best information they can get, that many of the claims to be made are fraudulent, and to prove which will require a variety of testimony, which, they are informed, exists in the territory, and, if not procured in opposition to those false and fraudulent claims, will leave but little lands for the United States. And here the Board would also suggest the propriety of the appointment of some person, whose business it shall be to procure this evidence, and to advocate the rights of the United States; and, at the same time that the Board suggest this, they declare their intention to use every means in their power to secure the interest of the United States, as well as to do justice to the individuals; but the improbability, if not impossibility, of their acting in this double capacity of judge and advocate, will, it is presumed, be obvious to every person conversant in business of this kind.

The Board also observe, that most of the title papers of those who claim under the Spanish Government are in the Spanish language, and as the commissioners do not perfectly understand that language, they are forced to prevail on the parties to have them translated before they produce them for decision: this is suggested, in order that Government may consider the propriety of appointing some person capable of making a true and faithful translation on oath. In the meantime, the Board must use the translator as a witness produced by the party; and yet they are sensible of the inconvenience and danger of this mode.

The Board further observe, that the law requires "perfect and correct minutes of the proceedings, decisions, meetings, and adjournments of the Board, *together with the evidence on which such decisions are made*; which books," &c. Now the Board conceive that those expressions include both written and unwritten evidence to be recorded by their clerk, as well in relation to claims which may be rejected as those allowed. They also find that most of the claims to be made, as well those founded on grants as otherwise, will require witnesses, and some of them many, (even where no fraud is suggested, which will often be the case) to prove that the conditions of the grant, settlement, or laws under which they claim, have been complied with, so as to entitle the party to a confirmation of title; all of which, together with the translations, must be recorded by their clerk. The Board, therefore, respectfully suggest the necessity of allowing an assistant clerk; or they apprehend they will be necessarily detained much beyond the time in which they could otherwise complete the business assigned them; and in this application, they are the more solicitous, inasmuch as they find the business more considerable, and requires a greater length of time than, it is presumed, was contemplated at the passing of the law, especially as by far the greater part, perhaps nine-tenths, of the business, comes within the jurisdiction of this Board, as will appear by two letters of his excellency Governor Claiborne to the Secretary of State; the first dated on the 5th day of November, 1802, and the other on the 20th day of January, 1803, to which they beg leave to refer.

The commissioners respectfully suggest the expediency and justice of bringing the claimants described in the third section of the act within the provisions of the second section; or, at least, to allow them a quantity of land not exceeding — acres. This additional provision for actual settlers is suggested from the opinion which those settlers entertained at the time of settling, of the liberality of the General Government towards those who should venture with their families into this insulated territory. Most of those people are poor, and claim but a small quantity of land, which they are not able to purchase, and, without such a provision, they must leave their little habitations or become tenants; and it is conceived that this additional provision will not interfere with the intention of the law, which was, not to exclude the poor and honest settler striving to raise his family, but those of a different character.

All which is respectfully submitted by

THOMAS RODNEY,
ROBERT WILLIAMS,
EDWARD TURNER.

To the Honorable ALBERT GALLATIN,
Secretary of the Treasury of the United States.

Extract of a letter from the Mississippi territory, dated

SEPTEMBER 8, 1803.

"But gaining a knowledge of some circumstances, which, although not immediately connected with my department, I deem of high importance to my country, and, therefore, think it my duty to disclose them without delay.

"In consequence of information from numerous and respectable sources, I am compelled to believe that practices, highly fraudulent and injurious to the United States, are very prevalent in the newly acquired territory of Louisiana.

"I have no doubt of the correctness of my information, that a vast number of adventurers, many of them from this territory, are daily making extensive surveys, on the west side of the Mississippi; and Spanish officers have lately set up claims to, and are now disposing of, large tracts, some even sixty miles square, at reduced prices; in some instances not more than ten cents per acre.

"It seems that some respectable citizens of this territory, who have spurned the nefarious offer, have been invited to a participation in this harvest of iniquity; the inviters alleging that land of the first quality might be obtained for a few cents per acre; and, respecting titles, as good may be had (say they) as those by which lands are held on this side of the river, (probably antedated Spanish grants.)

"A knowledge of former transactions in this territory, during the interval between the treaty of 1795, and evacuation by the Spanish Government, will lead one to an easy solution of the mystery by which this speculation will be veiled. The warrant of survey, the surveyor's certificate, and the final grant, will bear concurrent date, prior to the cession of Louisiana to France.

"I am told that in most, if not in all, cases, these surveyors are Spanish subjects, and their assistants and chain carriers Spanish soldiers, who will probably all move off with the Spanish Government. I therefore apprehend that for any tribunal hereafter to discriminate between the just and the fraudulent claim will be difficult, even if oral testimony be admitted; but if, to its exclusion, the Spanish record be paramount evidence, impossible."

Extract of a letter from New Orleans, dated

SEPTEMBER 29, 1803.

"We are told that your Government is treating with Spain for the purchase of West Florida; and the intendat here, probably foreseeing the cession, has opened a sale, within these few days, for the uninhabited lands in that

province; and orders of survey have, I believe, been already issued, for three or four hundred thousand acres. No individual thinks of purchasing less than forty to fifty thousand acres, the value of which is supposed may be estimated from twelve to twenty-five cents per acre, to be paid for by different instalments. I presume that, within ten days from this time, orders of survey will be issued for every acre of vacant land in West Florida. No lands are yet offered for sale in Louisiana, but I think it not improbable there will be soon."

NOTE.—The writer, living in New Orleans, was not aware that the western part of the British province of West Florida makes part of the territories ceded to the United States by France.

Extract of a letter from Kaskaskias.

DEAR SIR:

INDIANA TERRITORY, KASKASKIAS, *October 18, 1803.*

You have no guess how the United States are imposed on by the Spanish officers, since they have heard of the cession of Louisiana: grants are daily making for large tracts of land and dated back; some made to men who have been dead fifteen or twenty years, and transferred down to the present holders. These grants are made to Americans, with a reserve of interest to the officer who makes them; within fifteen days the following places have been granted, to wit: forty-five acres choice of the lead mines, sixty miles from this, heretofore reserved to the Crown of Spain; the iron mine on Wine creek, with ten thousand acres around it, about eighty miles from this place, and formerly reserved by the Crown of Spain; sixty thousand acres, the common touching St. Louis, heretofore given by the Crown of Spain to the inhabitants of the village; the tin mines, (though of doubtful value) and fifteen thousand acres adjoining; and many other grants of ten, fifteen, twenty, and thirty thousand acres have been made. I could name persons as well as places."

ALBERT GALLATIN, Esq.

NOTE.—See Reports Nos. 79 and 98.

8th CONGRESS.]

No. 95.

[1st Session.]

WARRANTS OF SURVEY ISSUED BY THE BRITISH GOVERNMENT OF WEST FLORIDA.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, FEBRUARY 13, 1804.

Mr. NICHOLSON, from the committee to whom was referred the petition of Matthew Phelps, in behalf of himself and others, made the following report:

The petitioners state that, under the claim of, and in connexion with, the Company of Military Adventurers, they settled in the Mississippi territory, between the years 1774 and 1780, in virtue of warrants of survey issued to them by the British Government of West Florida; but, in consequence of that country having been taken possession of by the Spaniards, during the Revolutionary war, they abandoned their settlements, and now pray that some provision may be made, by law, to compensate them for those lands on which they had heretofore settled.

The claim of the Company of Military Adventurers was laid before the House during the last session, and the subject was fully discussed. At that time Congress refused to make provision for them, under an impression, it is presumed, that they were not entitled to the consideration of the Government; and as the five millions of acres, reserved in the convention with Georgia, were, during the last year, appropriated for the purpose of compensating claims other than those of the Military Adventurers, and to their exclusion, the committee are of opinion that Congress are not authorized to compensate these without the consent of the State of Georgia.

They, therefore, recommend that the petitioners have leave to withdraw their petition.

8th CONGRESS.]

No. 96.

[1st Session.]

ILLINOIS AND WABASH COMPANY.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, FEBRUARY 14, 1804.

Mr. LEIB made the following report:

The committee to whom was referred the petition of John Shee, "sole survivor of the committee appointed and authorized to solicit, manage, and negotiate, the affairs of the Illinois and Wabash Company with Congress," submit the following report, viz:

That the petitioner, in behalf of the Illinois and Wabash Company, claims a certain tract of country, now the property of the United States, described in two deeds; the one bearing date July 5, 1773, and the other October 18, 1775, which are said to have been given to William Murray and others, who are styled the Illinois Company, and to Lord Dunmore and others, who are denominated the Wabash Company, by the Illinois and Piankeshaw Indians.

That the petitioner has proposed to surrender and convey to the United States all the land described, or meant to be described, in the abovementioned deeds from the Indians, on the proviso that the United States re-convey to the company one-fourth part of the said land.

It does not satisfactorily appear to the committee that the Illinois and Wabash Companies had authority to make the contract for the lands claimed by them; neither has it been made to appear that the grantors were authorized by the Indian nations to make the sale. No acknowledgment by the Indians is made of the purchase by the companies, in the treaties lately concluded by the United States with the Indian nations. The lands claimed by the petitioner have been ceded to the United States by treaty, and an adequate compensation stipulated for them; the committee are, therefore, of opinion that, inasmuch as the legal title of the petitioner is not established, and inasmuch as the United States are already rightfully possessed of those lands, and the grantors have received an adequate compensation, and inasmuch as a further allowance for the said territory would be a gratuity to the petitioner, which the representatives of the nation cannot justly award, the prayer of the petitioner ought not to be granted.

8th Congress.]

No. 97.

[1st Session.]

DESCRIPTION OF THE LANDS AND SETTLERS IN THE VICINITY OF DETROIT.

COMMUNICATED TO CONGRESS, FEBRUARY 17, 1804.

To the Senate and House of Representatives of the United States:

Information having been received some time ago that the public lands in the neighborhood of Detroit required particular attention, the agent appointed to transact business with the Indians in that quarter was instructed to inquire into and report the situation of the titles and occupation of the lands, private and public, in the neighboring settlements. His report is now communicated, that the Legislature may judge how far its interposition is necessary to quiet legal titles, confirm the equitable, to remove the past, and prevent future intrusions, which have neither law nor justice for their basis.

February 16, 1804.

TH: JEFFERSON.

DETROIT, July 25th, 1803.

SIR:

I have endeavored, in the following report, to ascertain and state concisely all those facts concerning which I imagined the Government would wish to be informed. It is little more than an outline, exhibiting the prominent features. The geographical remarks are all made from actual observation; and I have as seldom as the nature of the business would admit depended on the information of others. My inquiries commence at Otter creek, the southwesterly extremity of the settlements, from whence I proceeded regularly through them to the river Sinclair.

I have avoided neither trouble nor fatigue; and have thus long delayed to advise you, with respect to my progress, only that I might, by minute investigation, be enabled to give you a more satisfactory account.

Should the report, however, be still defective, if I have omitted the notice of subjects which require investigation, you have only to instruct me, that I may renew my inquiries.

I am your most obedient servant,

C. JOUETT.

The Honorable HENRY DEARBORN, Esq. *Secretary of the United States for the Department of War.*

OTTER CREEK empties itself into lake Erie forty-two miles southwest of the town of Detroit, and six miles south of the river Raisin. The settlement commences at its mouth, on the lake, and extends up the creek three miles. The native right was extinguished by purchase from the Pattawatamies, Ottawa, and Chippawa Indians, in the year 1779; and in the year 1794 the present occupants, to the number of twenty-three, deriving their claims from the first purchasers, began their improvements. The farms contain from seventy-five to two hundred French acres, and their boundaries extend back from the creek in parallel lines. Those lands are fertile. Those immediately bordering on the lake have a rich, black soil, well adapted to the cultivation of wheat and hemp. They are without timber of any kind, and in the language of the country are called prairies. The wood lands, further removed from the lake, abound in hickory, walnut, and elm, and have a soil of equal fertility, and in a great degree similar to those already described. Notwithstanding the many advantages this spot possesses, in point of soil and convenience to market, the settlers are extremely poor. They are, however, considered freeholders; and in their own minds entertain few doubts respecting their titles.

RIVER RAISIN is a delightful stream navigable for small craft about sixteen miles, to the highest farm. It falls into the lake six miles north of Otter creek, and thirty-six south of Detroit. There are in this settlement one hundred and twenty-one families, who hold their farms by one tenure, namely, deeds of bargain and sale from the Pattawatamies, Ottawa, and Chippawa chiefs, executed in the year 1784, 1785, and 1786. The purchasers have been in actual possession since that time. Their farms contain, variously, from one to four hundred French acres, each, fronting on the river from two to six acres, and extending back from forty to a hundred and eighty, until they meet the swamps on either side of the river, which serves as a rear boundary for all the farms.

The lands about the mouth of this river are of little value, being too wet for any kind of culture. Those further up are of an excellent soil, producing from twenty-five to thirty bushels to the acre, of wheat, or other grain, in the like proportion. The farms are tolerably well improved, having comfortable dwelling houses, built of hewn logs, and most generally the necessary out-houses, such as barns, stables, &c. Their orchards are yet young, but promise in a few years to be very productive. The inhabitants are Canadian French, with only three exceptions. Among these people, disputes have frequently arisen relative to their titles; and those disputes have always terminated by an adjudication in favor of the oldest Indian deed.

They are considered as freeholders, and enjoy every privilege which appertains to a fee simple estate; a number of them holding offices under the territorial Government.

SANDY CREEK empties itself into river Raisin but a few paces from its mouth, turning abruptly to the south, having before meandered in a direction nearly parallel with that river, about three miles northward. The settlement extends three miles, amounting in number of inhabitants to sixteen, who took possession of their farms in the year 1792, under purchases from Joseph Benack, who claimed the native right since the year 1780. None of these farms exceed two hundred acres; specifying two, three, and four, in front of the creek, and from twenty-five to fifty back. The soil is much the same as that of river Raisin; black, rich and favorable to the production of grass, hemp, Indian corn, and wheat. The improvements in this settlement are mean. The houses or huts are of such construction and workmanship as scarcely to shut out the inclemencies of the seasons. The people are all Canadians.

ROCKY RIVER discharges itself into lake Erie, three miles north of the river Raisin, and eight south of river Huron. It is a small winding stream, too shallow to admit the passage of the smallest boats. The soil here differs little from that already described in the adjacent country; black and fertile, though rather too wet for the cultivation of wheat. It is timbered with elm, oak, hickory, and maple. At the mouth of this stream there is a safe harbor, formed by the projection into the lake of Point Reason on the one side, and Rocky Point on the other. The tenure by which these lands are held is derived from an Indian deed, executed by the chiefs in the year 1786, to Francis Pepin. The conveyance extends thirty acres on the margin of the lake, and runs back into the country one hundred, pursuing the meanders of the river. Pepin sold his claim to George MacDougall, who, some years since, conveyed two-thirds of the tract to Meldrum and Parks, a mercantile house in Detroit, and conjointly with them, has erected very valuable improvements. About half a mile above the mouth of the river they have a dwelling house, a distillery, and a merchant mill, with every necessary appendage for the convenient manufactory of wheat.

These buildings are worth, on a moderate calculation, ten thousand dollars.

The north side of the stream is claimed by Gabriel Godfroy, under an Indian deed in his possession, dated in the year 1788. The conveyance specifies the same quantity as was granted on the south side to Pepin. Godfroy has made little or no improvements.

There are only two families who now are on the river, those being immediately engaged in the management of the mill and distillery.

RIVER HURON is eight miles north of Rocky river, and twelve south of the river Ecorce, and empties itself into the lake Erie, about four miles north of Detroit or the strait. With respect to soil, there is a great degree of similarity throughout this part of the country, dark, or rather black, light, and wherever, with few exceptions, it has been cultivated productive.

In these respects none are superior to the lands on this river. They consist of extensive prairies, covered so closely with hazel and other shrubberies, as to afford a pleasant shade to the delighted traveller, who cannot but take an agreeable interest in the beautiful scenery by which he is surrounded.

The river, though narrow, is navigable twenty miles for boats, and has a deep and gentle current. There is but one claim, which arises under an Indian deed, dated in the year 1794, purporting to be a conveyance to Gabriel Godfroy, of four thousand five hundred acres of land, upon which tract he has placed a tenant, who lives near the river as a ferryman. The deed is signed by one chief only, and that without a witness. To a title the claimant can have no pretensions.

Ecorce, or *Bark river*, enters the strait eleven miles north of Huron, and eleven miles south of Detroit; as a channel of communication, presents but few advantages. The country is level, the soil rich, and sufficiently dry for any kind of cultivation. The grass and wheat are astonishingly luxuriant; and nature requires to be but aided to produce, in abundance, all the necessaries of life: yet, the people are poor beyond conception; and no description could give an adequate idea of their servile and degraded situation. They are sixteen in number, principally Canadian French, and hold from one to three hundred French acres of land each.

Six of these farms were settled in the years 1792, 1794, and 1797, without any kind of authority. The others were purchased from the Indians in the year 1776 by Peter F. Comb, and settled soon afterwards. This appears to be the tenure by which they now hold them. The different claims were at one time confused and complicated; but one or two adjudications have settled the principle confirmatory of those titles held under P. Comb. In the territory these people are considered as freeholders, and enjoy the appurtenant privileges.

RIVER ROUGE, so called from its reddish appearance, is four miles north of Ecorce, and six south of the town of Detroit. It is navigable six and eight miles for boats, and three for vessels of one hundred and fifty tons burthen. Narrow, winding, and almost stagnant, the current is so gentle as to be scarcely observable. It has at all times the complexion and appearance of a pool; and its exhalations, in the summer months, are extremely unhealthful. The ague and fever are, in these seasons, very prevalent; and fevers sometimes of more malignant nature confine whole families to their beds for weeks together. It is only on the south side of this river that the lands are fertile. The soil is such as has been so frequently described in the rich parts of the neighboring country. On the north side it is poor, gray, sandy, and unproductive. The settlements extend eight miles on both sides of the river; and the same order is observed in laying off their farms as has been noticed on river Raisin and Otter creek. Few or none of these exceed four hundred acres, and generally fall short of that quantity. No disputes, and few misunderstandings have taken place with respect to boundaries; as those lines extend collaterally from the river, forming each tract into a regular parallelogram. The total amount of these are forty-three, five of which were entered on and improved without authority, in the year 1798. The claims to all the others arise from a transference of the native right in the year 1780, at which time they were generally settled. The majority of the people are Canadian French, and better informed than those on the river Ecorce. They can have no legal title.

Settlements from the river Rouge to the town of Detroit.

The strait by which the waters of the upper lakes discharge themselves into lake Erie is thirty computed miles from the latter to lake Sinclair. Few rivers in the United States can vie in beauty and convenience of navigation with this pleasant and valuable stream. It is about three-quarters of a mile broad, and, generally, in the channel four or five fathoms in depth. The detached settlements on its banks and its neighborhood have been already noticed as high up as Rouge or Red river; two miles above the mouth of which the country begins to assume the appearance of connexion, regularity, and continued improvement. There are twenty-three farms, all of which are at this time occupied. The scarcity of springs throughout this country has compelled the people to bound their farms in front by some water course; and their dwelling houses are, of necessity, erected on the banks of the streams. The farmers here are not an exception from this general practice. The lateral boundary lines extend forty, sixty, and sometimes one hundred acres back; and no tract contains more than four hundred acres. The soil was originally good, though it has been much impoverished, and its strength in some instances entirely exhausted from many years' inattentive cultivation. Most of the farmers have been assiduously careful in the rearing of fruit trees. Their apple orchards are generally well enclosed with pickets, and produce fruit and cider in sufficient abundance for the consumption of the country, and even for the supply of many of the Canadian settlements to which they are exported.

The houses and out-houses are tolerably good; and, although the country is level, the height of the bank affords a commanding prospect for several miles of the river and its borders.

The titles to lands in this settlement are variously founded. Three are derived from grants of the Marquis de Quinsé, French Governor Commandant of Louisiana and the Canadas in the year 1740: ten from the Marquis de la Jouvrie, vested with the like powers, in the year 1750: seven from Indian deeds of gift in the year 1771, and confirmed in the year 1772, by the honorable Henry Basset, a British officer, at that time commanding the fort; and the native right to three was conveyed by the Indians in the year 1780. It is *unprecedented*; and I should conceive that none of those commandants could have had any legal right to convey lands to individuals; consequently their titles were *originally bad*. However, the length of their possession, and that being peaceable, too, will, no doubt, vest them with a fee simple. Those who hold simply from the Indians stand upon grounds somewhat questionable.

THE TOWN OF DETROIT.—The charter, which is for fifteen acres square, was granted in the time of Louis XIV. of France, and is now, from the best information I have been able to collect, at Quebec. Of those two hundred and twenty-five acres, only four are occupied by the town and fort Lenault. The remainder is a common, except twenty-four, which were added twenty years ago to a farm belonging to William Macomb. As to the titles to the lots in town, I should conceive that the citizens might legally claim, from a length of undisturbed and peaceable possession, even in the absence of a more valid and substantial tenure. Several of those lots are held by the commanding officer as appendages of the garrison. A stockade encloses the town, fort, and citadel. The pickets, as well as the public houses, are in a state of gradual decay, and, in a few years, without repairs, they must fall to the ground. The streets are narrow, straight, regular, and intersect each other at right angles. The houses are, for the most part, low and inelegant; and although many of them are convenient and suited to the occupations of the people, there are perhaps a majority of them which require very considerable reparation.

GROS ISLE is generally a mile wide, and nine miles in length, running parallel with the Western or United States bank, to which it approaches more nearly than to the other. Its lower end extends to the mouth of the river, where it discharges itself into lake Erie, and is immediately opposite Malden, the British garrison at Amherstburg.

This island is now cultivated by ten farmers, who pay an annual rent to the estate of William Macomb, by whom it was purchased by the Indians in the year 1776, and settled at that time or soon afterwards. The height of the situation, the richness of the soil, the quantity of valuable timber, consisting of oak and hickory, with which it abounds, together with its nearness to market, obliges me to believe that it is a spot holding forth as many advantages as any other in this country.

Adjacent to this lies Stoney island, held by the same tenure. It is nearly one mile in length, and a third of a mile broad, and rendered of value only by a quarry of lime-stone, which affords the estate of Macomb a very considerable yearly income, independently of the lime. This island is of no consideration. It has but little timber, and is remarkable for a poverty of soil which unfits it for cultivation.

HOG ISLAND is situated in the strait three miles above the town, on the United States side of the channel, and contains, by estimation, three thousand five hundred acres of land. The poverty of the soil renders it of but little

value to private persons; but, as public property, I should conceive it a spot of great national importance, and highly eligible for a garrison; as the elevation of its western end has a complete command of the river. It was formerly held as an appendage of the garrison, and used by the different commandants at Detroit for cutting fire-wood and for pasturage.

The oldest and best informed inhabitants of this place have assured me that it was chartered with the town of Detroit, and held by the garrison until the year 1765, at which time it was purchased of the Indians by George McDougall, whose heirs, in the year 1786, sold it to William Maconb. in whose possession, or in the possession of his representatives, it has since that time remained.

Having considered and reported the situation of lands settled in this country south and southwest of the town of Detroit, and made some hasty remarks on the town itself, I shall proceed to the settlements above.

They extend themselves from the town to Gros Point, at the outlet of lake Sinclair into the strait; from thence, on the borders of said lake to Mill river; they then become detached and irregular as high up as the river Sinclair, through which lake Huron discharges itself. I shall observe those divisions, in order to give you a more clear and distinct knowledge of the country upon which those settlements have been made.

Settlements on the Strait from the town to Gros Point.

The distance is nine miles, and contains sixty farms, all of which are at this time occupied. They are for the most part two acres in front, by forty deep, and laid out in the same parallel order as has been already remarked in all the other settlements. The situation of these lands is low, and very unhealthy, owing to a wide marsh, which extends several miles on the strait. The soil is impoverished, and produces but little. The buildings which were once, comparatively, of the better kind, are now in a state of rapid decline. On traversing this settlement, no emotions of pleasure are experienced, except of that gloomy kind which are excited by the contemplation of a ruin.

The claims to lands here are similar to those below the town, viz. transfers of the native right to individuals; and confirmations of those transfers by the French commandants in the years 1740, 1750, and 1757. I have already expressed my opinion as to the original invalidity of those claims, and the subsequent title acquired by length of undisturbed possession, together with the respectable light in which they were received by the British Government. The people are Canadians, with few exceptions.

Settlement on Lake Sinclair from Gros Point to Milk River.

This settlement is six miles in length, and contains twenty-four farms, with a front on the lake of from three to five acres, and an extent back of forty acres. The face of the country is level, though the situation is high and commanding; and possesses, from its elevation, a pleasant and extensive view of lake Sinclair and its banks. The soil is dark, rich, and strong, and extremely favorable to the cultivation of wheat. Art here has done but little, and even less than that little which nature had left her to do; for the Canadian settlers are very indolent; of course, very poor, and consequently very wretched. Perhaps, on a barren soil, necessity would have been an incitement to industry, the natural or rather the legitimate parent of affluence.

The tenure by which these people hold their farms are of two kinds. Four of them may be denominated French titles. The remaining twenty are derived from the Indians, perhaps by purchase, in the year 1783, at which time they were settled.

Settlement from Milk River to River Huron.

MILK RIVER is so inconsiderable a rivulet, and rendered, from its particular situation, so very unimportant, that I shall not waste my time, nor tire your patience, with its description. From its mouth to river Huron is twelve miles—less calculated for a settlement than any other I have seen in this country. It is low, flat, and marshy. These disadvantages, combined with its unhealthy effluvia, from obstacles which neither the industry nor the perseverance of the agriculturalist will be able to surmount. There are, nevertheless, thirty settlers on this tract, notwithstanding its apparent destitution of the advantages of soil, situation, and market. These people came into possession in the year 1797, without authority, even from the Indians. Their divisional lines are marked by themselves; and they are ignorant of the number of acres contained in the respective farms. This settlement, however, possesses that regularity which is so remarkable in this country. The farmers are as poor as they are unfortunate in the choice of their situation. All of them are Canadians.

The river Huron is discharged into lake Sinclair twenty-seven miles above Detroit, and eighteen above the strait. The sameness observable in many parts of this country compels me to fall into a monotony of expression which will be to you fatiguing; yet, simple truth must be preferred to every other consideration. The river is a gentle, narrow stream, navigable for boats thirty miles above its mouth. The settlements extend up the river nine miles, and contain thirty-four families in present occupancy, laid off as those on the river Raisin, with this difference, that they have by survey no fixed or determinate rear boundaries, each tract extending back from the river or front boundary to a bog at the distance of forty or fifty acres. This land is level, and the soil is dark and rich, laboring under no inconvenience from too great a quantity of water. It is tolerably well timbered: hickory, oak, and elm, are most observable. Some of the people are agreeably situated; but, in general, they are poor in the extreme, owing to that indolence and want of skill in agriculture, which so conspicuously mark the Canadian character in this country. All the settlers are of this description except four, who are Englishmen of industry and enterprise. Twenty of those farms were purchased of the Indians, and settled in the year 1788; ten in the years 1793, 1795 and 1796; and four in the year 1800, without authority of any kind.

From the river Huron to Sinclair river, the distance, following the circuitous margin of the lake, is fifteen miles. With respect to the intermediate space, it may be necessary to make some observations. The first and most important subject relative to the interest of the United States is a salt spring, on a small stream, four miles east of river Huron, and three miles up the said stream, from the lake. From experiments which have been made, I am justified in saying that this spring deserves the public attention. It was wrought some time by a couple of men, who, owing to their want of capital, were incapable of conducting the business on an advantageous plan. By those men I have been assured, that a quart of water did with them turn out one gill of salt; and in all their trials with greater quantities it never failed to produce in the like proportion. There is a sufficient quantity of water for the supply of works to any extent.

It is scarcely necessary to observe that this spring is claimed by a mercantile house, under the firm of Meldrum and Parks; the particulars of which claim, I considered as unworthy of investigation, well knowing it must have been recently obtained from the Indians. The lands about the spring are rich and favorable for tillage, particularly for the cultivation of wheat. Those extending to the mouth of the river Sinclair are rather too low and marshy. Two Canadian families have, notwithstanding, settled on them, who took possession of the spots they respectively occupy in the year 1801.

POINT O'TRAMBLE. From the mouth of the river Sinclair, six miles up, are twelve farms, that front the river in the usual manner, from three to four and five acres, and forty back, none exceeding in quantity two hundred and forty. This land differs from the face of this country generally. Its soil possesses every mark of poverty; sandy and low in the extreme. Nothing exists to recommend this settlement, except its bordering on one of the most delightful rivers in the Western world.

The only pretension those people have to their farms is derived from a simple possession, taken obtrusively, in the years 1780, 1785, and 1790. They are all Canadians. From this settlement, for twelve miles up the river, not a vestige of a house can be seen, owing, I suppose, to its being for that distance a perfect barren; when you are suddenly and agreeably surprised with the presentation of a number of fertile and well improved farms, edging the river, for the extent of ten miles, to the amount of twenty-five farms, now under cultivation, and laid off on the river, as other settlements in this country; with this difference, that the claimants extend their farms ten and twenty acres in front of the river, and, in two instances, from forty-five to fifty, all running back to one rear line, which is, by survey, forty acres.

Three thousand seven hundred and fifty-nine acres of this land were purchased of the Indians by Patrick Sinclair, British Commandant at Fort Sinclair, in the year 1765, who held it until the year 1782: during that time deriving from it a considerable profit as a pinery. In the year 1782, he left this country, and gave it, by deed of gift, to a Canadian by the name of Vatrien, who sold it in the year 1784, by the auctioneer at public sale, at which time, Meldrum and Parks, a mercantile house of this country, became the purchasers, who have since that period claimed it as their property, and erected upon it valuable improvements. There are, notwithstanding, five farmers upon it, besides the tenant of Meldrum and Parks, who forcibly settled the farms they severally occupy, in the year 1800. The other nineteen farmers claim under Indian deeds in the years 1780 and 1782.

The river Sinclair is in length forty-five miles, and, in beauty and convenience of navigation, preferable to Detroit, though it is not quite as wide. Such is its transparency, that the eye can distinguish, at its bottom, in fifteen feet water, the most minute object. In it there are no shoals, and in depth, generally five and six fathoms.

I am your most obedient servant,

C. JOUETT, *Indian agent, Detroit.*

8th CONGRESS.]

No. 98.

[1st Session.]

REVISION OF THE LAWS FOR THE SALE OF LANDS.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, FEB. 22, 1804.

Mr. NICHOLSON, from the committee who were directed "to inquire into the expediency of amending the several acts providing for the sale of the Public Lands," in the manner proposed by a resolution of the House of the 17th instant, made the following report:

That, in their opinion, an additional compensation ought to be allowed to the several commissioners, and to the surveyor, appointed in pursuance of the act entitled "An act regulating the grants of land, and providing for the disposal of the lands of the United States south of the State of Tennessee;" and that further time ought to be allowed for laying claims before the registers of the land offices in the Mississippi territory.

They are, likewise, of opinion that no additional allowance ought to be made for the expense of surveying the lands in the said territory;

That no alterations ought to be made in such parts of the aforesaid act as provide for laying out the public lands in townships and sections;

That no reduction in the price and quantity of land ought to be made in favor of those settlers, who hold under the third section of that act;

That it is not expedient to exempt from a re-survey such tracts of land as are held by titles legally and fully executed, or such tracts the quantities of which are already ascertained, and the titles to which are confirmed by the act aforesaid; and

That an act of Congress is not necessary to legalize the proceedings of the commissioners for the district east of Pearl river, in consequence of their not having met on or before the first day of December last.

The following resolutions are respectfully submitted:

Resolved, That an additional compensation ought to be made to the several commissioners, and to the surveyor appointed in pursuance of the act entitled "An act regulating the grants of land, and providing for the disposal of the lands of the United States south of the State of Tennessee."

Resolved, That further time ought to be allowed for laying claims before the Registers of the land offices in the Mississippi territory.

8th CONGRESS.]

No. 99.

[1st Session.]

FRAUDULENT PRACTICES IN ACQUIRING LANDS IN LOUISIANA.

COMMUNICATED TO CONGRESS, FEBRUARY 29, 1804.

To the Senate and House of Representatives of the United States:

I communicate, for the information of Congress, a letter stating certain fraudulent practices for monopolizing lands in Louisiana, which may, perhaps, require legislative provisions.

TH: JEFFERSON.

FEBRUARY 29, 1804.

KASKASKIA, 10th January, 1804.

SIR:

The Attorney General of the Indiana territory, who, a few days since, visited the Louisiana side, has given me some information which I think it my duty to communicate.

Attempts are now making to defraud the United States. As nearly as can be estimated, two hundred thousand acres of land, including all the best mines, have been surveyed to various individuals in the course of a few weeks past. All the official papers, relative to these lands, bear the signature of M. —, the predecessor of the present Lieutenant Governor. He now commands a Spanish garrison in the neighborhood of New Orleans. To understand the nature of this fraudulent transaction, it will be necessary to state the mode of acquiring titles. The settler applies to the commandant by way of petition, and prays a grant of certain lands described by him. At the bottom, or on the back of the same petition, the commandant accedes to the prayer, and directs the surveyor to run out the lands prayed for. This petition and order, together with the proceedings of the surveyor, entitle actual settlers to grants on application to the proper officer at New Orleans. But the fact seems to be that the great body of the people have no other title to their lands than what results from their original petitions, orders, and surveys. Very few of them have taken the trouble to procure grants. Under these circumstances, they seem to have an equitable claim to their lands, and really expect a confirmation of them by the United States. This state of things has suggested the possibility of a successful fraud; and the progress of it will probably turn out to be this: M. —

(who, when commandant, was certainly authorized to cause surveys of land to be made to settlers) has been prevailed on to put his signature to blank papers; to suffer some persons in this quarter to insert the necessary petition and order of survey over it, and to affix the necessary dates. The persons concerned in this transaction probably expect that, as the dates of these spurious papers are confounded with those of a just nature, our Government cannot, or will not, attempt to distinguish the one from the other. It is now about five years since M. — was commandant of Upper Louisiana, to which time these papers appear to be antedated. Extensive surveys have been made, and are now making, under his orders; and many of them to persons who have not resided two years in the country. It is also understood that each purchaser gives forty dollars for every one hundred or four hundred acres, and that this sum is divided between three persons, the projectors of the speculation.

I am, with sentiments of high respect, your humble servant,

AMOS STODDARD, *Capt. Corps of Artillerists.*

The SECRETARY OF WAR.

8th Congress.]

No. 100.

[1st Session.]

CLAIM TO LAND ADJOINING NATCHEZ.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, ON THE 10TH OF MARCH, 1801.

Mr. THOMAS M. RANDOLPH, from the committee to whom was referred, on the 26th of January, the petition of William Dunbar, of the Mississippi territory of the United States; and to whom was re-committed, on the 3d of February last, the petition of the Mayor, Aldermen, and Assistants of the city of Natchez, in the said Mississippi territory, together with the report of a select committee thereon, made the following report:

That it appears there are, in the city of Natchez, two lots, with a building, which is used at present for public purposes; and there is, adjacent to the city, within the prescribed limits of it, on the side next the river, a piece of land of about twenty-three acres; which lots and land are at present out of regular possession by any one, and form the object of these petitions. The city claims both the land and the lots, without exhibiting any regular evidence of title to either, while William Dunbar claims the former upon a Spanish grant. These contending claims do not, in the opinion of the committee, come regularly under the cognizance of the Board of Commissioners established by an act of Congress for settling certain enumerated descriptions of land claims in the Mississippi territory of the United States. The lots and land in question appear to be the same which, being deemed unappropriated, and considered as having passed, or been restored to the United States by the treaty of friendship, &c. with Spain, in pursuance of which the place was relinquished to them, were, by the twelfth section of an act passed at the last session of Congress, entitled "An act regulating the grants of land, and providing for the disposal of the lands of the United States south of the State of Tennessee," directed, if truly the property of the United States, to be located for the use of Jefferson college. These small pieces of land constitute part of a large tract which had been granted many years before the treaty, to an individual, by patent from the Spanish Government; of which tract, after it had been improved, and had passed through the hands of several different proprietors, a considerable portion was re-purchased by the Government of the district, for the purpose of erecting public buildings, and of establishing the town of Natchez, which was accordingly laid off thereon. The whole of this land is now in possession of individuals, either as town lots or out lots, except the two town lots now in question, with three others of inconsiderable value, according to the petition of the city; of course not fit for such a purpose as the erection of public buildings, and perhaps a fraction of a fourth also unfit, and the out piece of land claimed by William Dunbar. His claim rests upon a grant of Governor Gayoso, dated 19th of April, 1797. The application upon which the grant was made, treats the land in question as the private property of the King of Spain and denies it to be part of the public domain; while the grant itself, although it does not abandon this latter view, strives, as does also an explanatory communication from the claimant to the former committee, to blend therewith some private right in the Governor himself, which creates much confusion in the view of the foundation of the claim. But this last ground not being supported by any mention of a title on the part of the Governor, in his private capacity, and being absolutely incompatible with the others, the committee have no hesitation in passing it over. With respect to the other ground of claim, that this piece of land was the private property of the King of Spain, and was granted as such by the Governor, the committee could not fail to observe, at once, that this is absolutely incompatible, to its view, with the acknowledgment, that the whole land was purchased with the public money, and appropriated for public buildings and a town; that is, with the funds of the district, for a use arising out of the district itself; and that this part of it was granted to William Dunbar, as compensation for public services rendered to the district. The committee cannot see how this land, purchased for the purpose mentioned, should, afterwards, the necessity for its application to that purpose still existing, become the private property of the royal family of Spain; or how the Governor could make a grant of such private property, as compensation for public services, without special permission, which, from the dates of the application and grant, could not have been obtained. The land, therefore, must be considered as re-annexed to the public domain, after the purchase by the Government; and, accordingly, it appears, that a very great part of it has been re-granted to individuals, as such, before the treaty. The ungranted part must certainly have passed to the United States by the treaty, and could not be legitimately granted after the date of it by a Spanish Governor. Nor can it be admitted, even if the term "withdraw settlements," used in the treaty was intended to signify the right of disposing of all improved lands for the benefit of the private holders, that, under it, lands still held by the Government could be so disposed of; such being always deemed the property of the acquiring nation. The committee, therefore, regretting the loss of compensation for important services, which a meritorious subject is likely to undergo, and hoping the generosity of the Spanish Government will not suffer such services to go in this way unrewarded, pronounces that the claim of William Dunbar cannot, in their opinion, upon any of the grounds adduced, be sustained. Upon the propriety of adopting a liberal policy on this occasion, and making that compensation from other lands of the United States, through respect for the King of Spain, and in consideration that these services were rendered to the district of Natchez, in a great measure, not very long before the relinquishment, by a person at present a citizen of the United States, reflecting lustre on his adopted country, by his profound science and great public worth, and that the United States reaped the benefit of that part of them, it is not within the province allotted this committee to give an opinion. The object of the petition of the corporation of Natchez is to procure a grant from the United States of the lots and the piece of land in question, for the use and accommodation of the city. No legal title, on the part of the city, is pretended. It appears, however, with respect to the piece of land, that it has all along been considered as destined for the common ground of the city, and that this consideration had its influence in enhancing the price of the city lots to many of their present holders. The two lots in question seem indispensable to the city, being the only fit situations for the erection of public buildings, which are not in possession of private persons, and being actually the most fit of all within it for that purpose. Their peculiar fitness, and the reservation of them after the alienation of all the others, (with the exception of three indifferent ones, and the fraction of a fourth, before mentioned) give

strong grounds to believe that they were really destined for this use by the Spanish Government. They were formally relinquished by it to the United States. The citizens of Natchez have always had reason to believe that they were permanently allotted for some public use to their city, either civil or religious, by the Spanish Government. The committee, reflecting on the peculiar local situation of this infant city, cannot avoid considering its prosperity as a matter of some national importance. The Mississippi must soon become the greatest highway on the earth. Its long arms extended in every direction throughout the greatest and most valuable portions of the globe, which are united by any natural cause, all, with a single exception, concentrate above this place. The diffusion of American principles and American arts through all the wide space it embraces; the occupancy of this whole fertile surface by American citizens, is now ensured beyond all risk. The immense wealth which will be produced by the industry and ingenuity of those citizens, with the aid of soils superior to all, and climates inferior to none on the earth, must, with the exception mentioned, be carried for the purpose of exchange along this highway. The city of Natchez, is an inn established upon it in a chosen spot. There, the thousands of American citizens, engaged in the transportation, and the superintendence of the transportation of that wealth, with great numbers of the owners of it, will stop for refreshment and for rest. Before many years, the margin of the river at this place will, perhaps, be constantly fringed with boats, and its banks be covered with American citizens, the navigators of them. There is a narrow strip of land, at present the property of the United States, which extends very nearly along the whole front of the city upon the river, and separates the buildings of it by a convenient distance from the water. This the city asks as a boon from the Government, that it may preserve it as an open space, next the water, for the joint accommodation of the citizens, and those strangers when they land. If they are denied this boon, the buildings will quickly extend to the water's edge; where, otherwise, only a few scattered store-houses for the temporary shelter of passing wealth would be admitted. Of this, dreadful insalubrity must be the certain consequence. Scientific observation, and melancholy experience in the great maritime cities of the United States, have demonstrated that the germ of pestilence, if not always engendered, at least always develops first in the dense and stagnant air of those streets and buildings which lie nearest the water. Thence, if favored by the seasons, it quickly spreads through the whole peculiar factitious atmosphere of the city. It may reasonably be expected that, if only a single row of unconnected buildings, next the water, was suffered, and a due interval of free and unconfined air scrupulously maintained between that row and the main body of the city, this tremendous agent of human misery might be stifled in its birth, its advances stopped, and its progress completely prevented. An occasion offers itself to the Government of the United States to make this important experiment in the city of Natchez at this time. Nor ought the extreme distance of the result to produce an indifference towards the experiment, since it embraces such a serious national object as the probable prevention, in one chance at least, of the greatest physical ill which can possibly befall this nation—pestilential contagion. The day cannot be very distant on which, if pestilence arises in Natchez, it may ramify itself with the wide spread arms of the Mississippi, through the vitals of the Union. To provide for this experiment nothing is requisite but to grant this strip of land to the city of Natchez, on condition that it shall be preserved forever as a public ground for the health, comfort, and enjoyment of all citizens and strangers, indiscriminately; and shall never be built on, or cultivated; but, on the contrary, shall be disposed into public walks and lawns, and planted with trees, at the expense of the corporation, and so maintained by it as long as it exists. The only obstacle to this donation is, in the opinion of the committee, very easily removable, without injustice to any party. The interest of Jefferson college cannot be injured by the revocation of the grant to it of these city lots and small piece of land, if a full equivalent in other valuable lands within the Mississippi territory be assigned it in lieu thereof. Such the United States possess there, in a quantity which cannot all be disposed of to purchasers in a great length of time; certainly not before the population of the territory has become so considerable as to make public instruction within it an object of high national importance. A fund of this kind, too, if wisely managed by judicious grants of long leases to men unable to purchase, who may be found in great numbers in all the States, willing to move thither on such terms, will not only give some certain annual revenue to the college very soon, but will increase with the growth of the institution, and keep pace in productiveness with its wants.

The committee, having thus endeavored to estimate all the different claims, and having weighed all considerations; moreover, having just learned that no patents have yet issued to Jefferson college for the lots and land in question, but that means are using by the trustees of that institution to obtain them with all speed, that a disposition may be made of the property immediately, which will entirely defeat the salutary views, with regard to the city, it entertains; begs leave to recommend the following resolution:

Resolved, That the execution of so much of the twelfth section of the act, passed the 3d of March, 1803, entitled "An act regulating the grants of land, and providing for the disposal of the lands of the United States south of the State of Tennessee," as directs the Governor of the Mississippi territory to locate lots in the city of Natchez, and a piece of land adjoining thereto, (if the property of the United States) for the use of Jefferson college, be suspended until further order be taken thereon by Congress.

GENTLEMEN:

NATCHEZ, 17th December, 1803.

I have observed, by the printed journals of Congress, that a petition has been presented from the corporation of the city of Natchez, praying that Congress will confirm to the petitioners the title of such lots and land as may be found vacant within the present limits thereof; which petition has been referred to you, gentlemen, in committee; and being informed that last week private testimony of an ex parte nature was procured and sent on in support of the petition, it appears to be my duty to bring forward the following circumstances, which ought to be made known to Congress, in order that they may be more fully enabled to judge of the propriety or impropriety of granting the prayer of the petition at the present juncture.

Two lots and thirty acres of land, adjoining the city of Natchez, were granted for the use of Jefferson college, by Congress, at their last session, to be located by the Governor. If this has been done, it will be found that probably not an inch of land within the limits of the town remains unclaimed, under some species of title, upon which the commissioners of land titles are now preparing to decide. The corporation has presumed to decide for itself, that certain titles to lands or lots within the liberties of the city are illegal; and upon such presumption is founded their petition. It is certain that no title to lands within this territory can be called legal until it shall receive the sanction of the commissioners; and as there are contained at least two thousand acres of the most precious land of the country within the limits of the city, it must be altogether uncertain what would be the extent of the solicited donation. It is presumed that the above information being duly stated, Congress will see the impropriety of taking out of the hands of the commissioners decisions which, by law, are submitted to their investigation and judgment, more particularly upon an ex parte representation, by which injustice would be done to individuals who are now patiently waiting the decision of the commissioners.

I am, respectfully, &c.

WILLIAM DUNBAR.

MESSRS. LATTIMORE, ALSTON, and STEDMAN.

GENTLEMEN:

NATCHEZ, 31st December, 1803.

I took the liberty of troubling you with a few remarks upon the subject of the petition of the corporation of the city of Natchez, addressed to Congress, soliciting a donation of lands within the limits of the said city. At that time I considered the petition to be of a general nature, but have since discovered, notwithstanding the secrecy with which measures are conducted, that they have made a covert attack against myself within the walls of Congress, hoping to obtain, by surprise, an object upon a partial view of testimony, but carefully concealing circumstances, the

simple knowledge of which must defeat their expectations, and which an uprightness of conduct ought certainly to have revealed. Self-defence calls upon me to bring to your view such matters as are necessary to throw light upon this subject. It appears that the corporation covets a certain lot of land adjoining to their town, for which they know that I hold a title, derived from the last Spanish Governor of Natchez; but as this title is of a peculiar nature, unlike to any other in the territory, it appears doubtful to certain members of the corporation whether the commissioners are fully authorized, under the existing laws, to confirm this title, although it is not doubted that Congress would, in this case, give relief. This presents a fine opportunity for seizing the prize, by obtaining from Congress, by surprise, a grant of the lot in question, hoping that, should the commissioners not confirm my title, they might thus cut me off from all future relief; and, in order to attain this favorite object, they have, collecting from sources of their own selection, evidence that a Spanish Governor (whose will is one thing to-day and another to-morrow) had been heard to say that the lot in question, commonly called the Green, was destined as a common for the use of the town, and perhaps much more, of which I am ignorant; it is unnecessary to say that no document exists to justify this idea. The last evidence they have called for is a declaration of Major Stephen Minor, to which I am told he has subscribed his name. This certainly is one of the most respectable they could obtain; this gentleman was Aid-Major of the post of Natchez, and attended the Governor, officially, almost perpetually, and was certainly more intimately acquainted with his motives and actions than any one here, his Secretary only excepted, who is a Spaniard, and is gone by the way of the United States to Spain. I have no doubt of his being at this time at Philadelphia, or perhaps at the city of Washington; he is a very respectable person, speaks English tolerably well, and his name is Don Joseph Vidal. But to return to the declaration of Major Minor; a friend has obtained for me a correct copy of it, and it proves to be so little favorable to their views, that I rather doubt its being forwarded to you. I shall, however, take the liberty of enclosing a copy of it for your perusal, pledging my honor for its correctness. It is almost unnecessary to remark, that the evidence of this gentleman is more to be considered than a score of vague declarations, picked up at random, from which the most favorable only are selected.

My title to the lot in question stands upon the following ground: A tract of land was granted, by patent, to an individual by the Spanish Government; this land was sold by the first to a second individual, and considerable improvements made thereon; the Spanish Government purchased three hundred acres of this tract, with the view to erect public buildings, and establish a town; a church was built, and a small town laid off, and on another part of the land Governor Gayoso caused a large building to be erected for his own residence, at his private expense; but before it was finished it was blown down by a hurricane, and the Governor then found it more convenient to rent a house for the use of Government, in which he continued afterwards to reside. Some time before the withdrawing of the Spanish troops I applied to Governor Gayoso for a compensation of various unsatisfied services; the Governor proposed land; I observed that we had lately heard of the confirmation of the treaty between the United States and Spain, and that, consequently, no Spanish grant above 31° lat. would be legal, and that a grant below would not suit my purpose, as I intended to continue my residence at Natchez; he assented to the justness of the observation, but observed that this objection did not hold against the land adjoining the town of Natchez, which was no part of the King's domain, but being an ancient grant much improved, and purchased by the money of Government, stood in a different point of view; that, by treaty, both parties had leave to withdraw their settlements; and if that expression had any meaning at all, it must imply the right of selling or disposing of settlements, which could in no other way be withdrawn for the benefit of the holder; that, moreover, he (the Governor) possessed a private right by virtue of the building he had caused to be erected with a view to his own residence, and with the permission and approbation of the General Government of the province of Louisiana; that, therefore, he would convey to me this lot, including his own right, in the double capacity of Governor and private proprietor. I was convinced by the Governor's arguments, and accepted of a patent for twenty-six acres of land, in consideration of an account of services to a considerable amount.

An example, if wanted, may be drawn from the annals of the United States in favor of my claim. It appears (as I am informed) that when the State of Pennsylvania annulled the right of the proprietors over the public domain of that State, her sense of justice confirmed to the family of the Penns (notwithstanding their adherence to the enemies of the republic) all their manors, and every inch of land which had been separated from the domain by any public act, and although in the possession of the proprietor, was held sacred, as a private property. Will the United States be less just or less magnanimous than an individual State? Will they refuse to a friendly Power the right of compensating one of their servants, by conveying to him their right to a pittance of land, which has so long been a private property, and purchased by the money of Government? I would suppose not.

I presume, gentlemen, that the above mentioned circumstances will convince you that I possess a very strong, equitable, and, most probably, a legal right to the lot in question. Under your protection, I will flatter myself with the hope that no act of Congress will be passed infringing my right.

I have the honor to be, &c.

WILLIAM DUNBAR.

MESSERS. LATTIMORE, ALSTON, and STEDMAN.

Copy of Major Stephen Minor's declaration.

At the request of the corporation of the city of Natchez, I declare that the space of ground adjoining to the city, generally called the Green, was, at the time of laying out the town, reserved by order of the Governor, to be afterwards disposed of as Government might think fit. That the Governor caused a house to be commenced, for his own residence, upon a part of this space, but being blown down by a hurricane, he thought proper to rent the house of the subscriber for Government use, and his own was not rebuilt.

With respect to the shed called the market-house, the materials of which were purchased by subscription, and which was built upon a line of one of the streets of the town, it is well known that John Scott, the carpenter, presented his account for building the same to Governor Gayoso, some time before the departure of the Spanish troops, and the funds subscribed not having been sufficient payment of said account, the Governor ordered that the materials of the market-house should be taken away by the said Scott, in payment of his demand; and that afterwards, Mr. Dunbar having received of the Government titles to the said Green, did purchase of John Scott his right to the said shed called the market-house.

8th CONGRESS.]

No. 101.

[1st Session.]

SOUTH CAROLINA AND VIRGINIA YAZOO COMPANIES.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, MARCH 13, 1804.

Mr. NICHOLSON, from the committee to whom was re-committed a report* upon the petitions of the South Carolina and Virginia Yazoo Companies, made the following report:

That, when this subject was re-committed to them, there had been a suggestion, that the Virginia Yazoo Company, and the Upper Mississippi Company, were in fact the same. Upon this point, a great variety of documents were submitted to the committee, but the subject appeared to be involved in so much intricacy that no satisfactory conclusion could be drawn. The documents are laid on the table, in order that the House may, if they think proper, examine them.

The committee, however, have no reason to change the opinion expressed by them in their former report.

SIR:

I have sent you, agreeably to your request, sundry documents relating to the Virginia Yazoo Company; to which I have subjoined a narrative of such facts, and circumstances connected with the subject, as have fallen within my knowledge.

I am, respectfully, sir, your most obedient servant,

W. HAMPTON.

The Hon. JOSEPH H. NICHOLSON, *Chairman of a Committee of the House of Representatives.*

A narrative explanatory of the documents respecting the Virginia Yazoo Company, sent to Mr. Nicholson, on the 27th January, 1804, by Wade Hampton.

Some time in the month of October, 1794, at the city of Philadelphia, I met a Mr. William Call, of the State of Virginia, and, in some conversations I had with him, understood, I believe for the first time, the expectations entertained that the State of Georgia would offer for sale, at the next meeting of her Legislature, some part of her Western territory. Mr. Call further stated, that the company known by the name of the Virginia Yazoo Company had it in contemplation to renew their proposals to purchase; that he was engaged in an agency for that company, the object of which was to obtain funds to meet the purchase; and for this purpose, he had been authorized to admit some new partners into the company. These conversations with Mr. Call produced, at Richmond, on my return to South Carolina in December following, an interview with Mr. David Ross, and the agreement between him and myself, marked A. Soon after my arrival at home, I transmitted to Mr. John B. Scott, the agent of that company at Augusta, a copy of this agreement, and signified my readiness to fulfil it. His answer is contained in two letters marked B, Nos. 1 and 2. These letters, as I then thought, not affording a sufficient security for the advance of so considerable a sum of money as he required, I concluded to wait upon Mr. Scott in person, for the purpose of obtaining from him an evidence of the interest I might be allowed to hold, and of fixing, explicitly, the terms upon which I was to hold it. I arrived at Augusta on the 22d or 23d of December, and, to the best of my recollection and belief, on the day on which the last vote in the Legislature of Georgia was given to the act passed for disposing of her Western territory. On my arrival, Mr. Scott consented that I should hold the share, or twentieth part embraced in my agreement with Mr. Ross, on condition of my paying that proportion of the expenditures of the company from its commencement in 1789, and a like proportion of the sum of five thousand dollars, deposited by Mr. Scott in the treasury, in part payment of the purchase.

The tract of country proposed to be purchased by Mr. Scott, at this time, does not appear to be so large by one-half as that of 1789. His proposals to the Legislature will be seen in the paper marked C, and probably one of the causes for reducing his purchase will appear from the papers marked D, Nos. 1 and 2. From the latter papers, and other information, I learn that Mr. Scott did not arrive at Augusta until after the Georgia Company had made their proposals, in which they had included the country in question.

In the act which had now passed the Legislature, Mr. Scott's boundaries were the same which his proposals contained, and each individual that held under him in Georgia, so far as I know, myself among the number, held the same under a certificate signed by him, as agent for the Virginia Yazoo Company. This act, after passing through the various forms, and being signed by the Speakers of the two Houses, was sent to the Governor for his assent. He, however, thought proper to reject it, and, on the 29th of December, returned the bill to the House in which it originated, with his objections stated.

To remove these objections, the *supplementary act* was passed, and ratified on the 7th of January, 1795. By this act, as the Governor had recommended, about one-fourth of the lands proposed to be purchased by the different companies was reserved to the State. Each company, I have been told, had to relinquish in that proportion.

In the progress of the latter act, Mr. Scott thought proper to get the style of his company changed from the *Virginia Yazoo* to the *Upper Mississippi*, and to have my name added as a grantee. His reasons for the first measure I never understood, nor have I any recollection of being consulted about the latter, until after it had been adopted. In this state the business remained, until some days after the supplementary act was ratified, and Mr. Scott had obtained the grant under it. On the 9th of January, he called the shareholders together, and stated to them, 1st. that as the purchase had been so much reduced by the supplementary act, it was reasonable their shares should be reduced in the same proportion; and for this purpose, the purchase was divided into twenty-five, instead of twenty shares; and 2dly, that all certificates of shares issued by him, as agent for the Virginia Yazoo Company, should be returned into his hands, and that the persons holding them should receive, in lieu thereof, certificates signed by all the grantees.

To both these propositions the shareholders assented, and Mr. Scott then produced to the other grantees a view of the company, similar, as well as I recollect, to the one contained in the paper marked E. Mr. Scott, until this moment, having been the sole agent. The other grantees, as well as all interested, were alike ignorant of the dispositions he had made of the purchase; nor did any one feel it his duty, or right, to inquire any further into the state of the business than respected his own particular interest. About the 16th of January, Mr. Scott made an offer to sell all his interest in the company, and Mr. Nightingale made a similar offer about the same time—I became the purchaser of both. Neither received less, and I believe both something more, than one thousand four hundred dollars for each share over and above the purchase money to the State. By this transaction, Mr. Scott put about ten thousand dollars, in cash, in his pocket.

What the engagements or stipulations between him and his other partners were, I never was informed; but the impressions left on my mind were, that all his original associates would have had a right to a participation of the land he purchased, had he not made sale of the same, and, of course, that they were entitled to a proportion of the proceeds of it, unless, by some act of their own, they had forfeited their right.

W. HAMPTON.

*See No. 87.

A.

RICHMOND, December 8th, 1794

SIR:

In virtue of powers vested in me by the Virginia Yazoo Company, by a resolution passed at their meeting on the 14th of July last, and in consequence of your propositions made to me through William Call, jun. of the 14th of October last, I do agree, in behalf of the said company, that you shall be admitted a partner therein for one share, or twentieth part thereof, on the following terms. The sum of one hundred and seventy-six dollars and eighty-eight cents of a dollar, is the amount of the sum actually expended on each share, prior to the 14th of July last, which sum is payable to the company whenever demanded, together with a due proportion of all other expenditures from the said 14th of July last. Also, the sum of four thousand six hundred and eighty-seven dollars and five cents, as one-hundredth part of the sum originally contracted for, with the State, together with the sum of three hundred and twelve dollars and ninety-five cents, assessed on each share, as a fund to supply the delinquencies of partners of a certain description, on whose lands, in the company's hands, there will be a lien for the repayment of this advance.

This makes, in all, exclusive of the proportion of expenses, the sum of five thousand dollars, specie, to be held subject to the call of the company, but will not be asked for until there is a certainty of obtaining the grant, for which purpose you are to be prepared to pay the said sum of five thousand dollars at Augusta, during the present session of Assembly, or as soon as you shall be advised it is actually necessary.

You will be pleased to subjoin your acceptance of these terms, and execute a power of attorney to some person to sign the articles for you, and to vote, as your proxy, at the meeting of the company; and I shall take care to have you recognized as a partner, and your share entered on the books at the first meeting of the company.

I am, sir, your humble servant,

DAVID ROSS;

in behalf of the other partners of the Virginia Yazoo Company.

Col. WADE HAMPTON, *present.*

Acceded to December 8, 1794.

W. HAMPTON.

B. No. 1.

AUGUSTA, December 17, 1794.

SIR:

Yours of yesterday is just handed to me by your brother; I am very sorry it had not come a few days sooner. The funds of the company having not been sent on to me, particularly those from our partners in Philadelphia, has greatly embarrassed me, and I shall not be freed from the embarrassment unless I get four thousand dollars from them or yourself before the bill for disposing of the Western lands shall actually pass the Legislature. It has already passed one branch, and is at this moment on its second reading before the other. Mr. Watkins, whom I beg leave to recommend to your attention, has undertaken to deliver you this, and will return immediately with your answer. I am, however, happy to find from your letter, that I am at liberty to call on you for the sum above mentioned. I trust, with certainty, that Mr. Watkins will be enabled to return in time to save a forfeiture, which the company will otherwise certainly incur. If I do not see you in Augusta, before I return to the northward, I shall with pleasure call on you as I return.

I am, dear sir, with great respect, your most obedient servant,

JOHN B. SCOTT,

Agent for the Virginia Yazoo Company.

Col. W. HAMPTON.

B. No. 2.

AUGUSTA, December 17, 1794.

SIR:

Since my letter of to-day, I have had a conversation with your brother on the subject of your connexion with the Virginia Yazoo Company. The views and designs of the company have necessarily undergone considerable change from another company applying for the lands which the Virginia Company have pretensions to. I learn, from Mr. Ross's letter, that you are also one of that company. I find myself unable to answer your brother satisfactorily on the subject, since I have no power of dissolving the contract entered into between yourself and Mr. Ross; yet it may not be improper for me to give my opinion, which, although it cannot do away or alter the contract, will show that I have no design to do you injustice. I suppose, as the extent of our purchase has been so reduced as that the sum stipulated by your contract will exceed your proportion, including the past charges, yet the company will consider themselves bound to refund whatever that overplus may be. I hope it will be in your power to be in Augusta before the end of the session; should this be the case, I have no doubt but you will find that, although the purchase is much reduced from the original design, yet, that the prospect of gain is only reduced in the same proportion; and when that reduction has been the effect of necessity only, it will be cordially acceded to by all who are interested.

I am, sir, with great respect, your most obedient servant,

JOHN B. SCOTT.

C.

John B. Scott, on behalf of the Virginia Company, proposes to purchase from the State of Georgia vacant territory included in the following boundary: Beginning at the mouth of Bear creek, on Tennessee river; thence up the most southern source of the same; thence, a due west course, to the Tombigbee; thence, along the said Tombigbee, to a parallel of latitude that shall be forty-five British statute miles, south of the northern boundary line of the State of Georgia; thence, along the said parallel of latitude, a due west course, to the Mississippi; thence up the Mississippi, to the northern boundary line of the State of Georgia; thence along the said boundary line to the Tennessee river; thence along the said river to the place of beginning. The said John B. Scott to pay to the State in the same proportion per acre and in the same manner that the Georgia Company shall pay. The said boundaries are supposed to contain two millions eight hundred and eighty thousand acres.

J. B. SCOTT.

NOVEMBER 23d, 1794.

D. No. 1.

Whereas, by agreement dated the 27th day of November, 1794, made and entered into between John B. Scott, agent for the Virginia Yazoo Company, of the one part; and James Gunn, George Walker, and Matthew McAllister, and their associates, called the Georgia Company, of the other part; it was understood that the said John B. Scott should, on or before the 5th day of December, 1794, advance and loan to the said James Gunn, George Walker, and Matthew McAllister, the sum of ten thousand dollars, in consideration that the said James Gunn, George Walker, and Matthew McAllister, and their associates, called the Georgia Company, should withdraw their then application to the Legislature of Georgia, for the purchase of a part of the vacant and unappropriated lands within the said State, and should aid and assist the said John B. Scott in procuring from the State an act for disposing of the said lands to the said John B. Scott, as agent aforesaid. Now these presents witness, that the said James Gunn, George Walker, and Matthew McAllister, and their associates, hath released, given up, and cancelled the said agreement. He, the said John B. Scott, agent as aforesaid, in consideration thereof, doth agree that the said James Gunn, George Walker, and Matthew McAllister, or their agents or assigns, shall hold, as tenants in common with the said Virginia Yazoo Company, three-twentieth parts of all the lands which the said Virginia Yazoo Company may purchase from the State of Georgia, under an act of Assembly now before the Legislature, for disposing of a part of the Western territory of the State, and for other purposes; upon condition that the said James Gunn, George Walker, and Mat-

threw McAllister, or their agents or assigns, shall pay to the agent of the Virginia Yazoo Company, three-twentieth parts of the sum which the said company shall contract to give to the State for the land aforesaid, or deposit the same in the treasury of Georgia, whenever thereunto required by the said Virginia Yazoo Company, after the 1st day of August next; and shall at all times hereafter, when called on, pay three-twentieth parts of all expenses which the company shall hereafter incur in extinguishing Indian claims.

[L. s.] Given under my hand and seal, as agent for the said Virginia Yazoo Company, at Augusta, this 27th day of December, 1794.

JOHN B. SCOTT, *Agent for the Virginia Yazoo Company.*

D. No. 2.

SIR: In answer to your note, I have only to say that my agreement with the Georgia Company was founded on an understanding by both parties, that the agreement was only to take effect in case the companies succeeded in their views. It is now believed we shall succeed, and I shall consider myself bound to loan the money to your company. But a very great doubt remains with me whether the funds I expected from the northward will arrive in time to enable me to make payment for you. I shall give you the earliest information in my power if this event should take place.

With real respect, I am your humble servant,

JOHN B. SCOTT.

GEORGE WALKER, Esq.

E.

Shares held in the Upper Mississippi Company, viz:

John Powell, Britton Dawson, William Howell, Benjamin Harris, Hugh McGee, George Wyche,									
Reuben Coleman, Edward Watts, Nathaniel Cocke, Fanny Forsyth, Thomas Watkins, A.									
Watkins, and three or four other citizens of Georgia, each in proportion, as to make	-	-	-	-	-	-	-	-	5 shares.
Wade Hampton, by virtue with his agreement with Mr. Ross,	-	-	-	-	-	-	-	-	1 do.
John C. Nightingale,	-	-	-	-	-	-	-	-	9 do.
The Georgia Company,*	-	-	-	-	-	-	-	-	3 do.
Remaining to Mr. Scott,	-	-	-	-	-	-	-	-	7 do.
									25 in all.

F.

Ordered, That the three shares which Matthew M^cAllister holds, for this company, in the Upper Mississippi Company, be by him transferred to Thomas Glascock and John C. Nightingale, they having produced the certificate of this company for that amount.

A copy from the minutes.

GEO. WALKER, *Sec'y Geo. C.*

DEAR SIR:

RICHMOND, November 14, 1794.

I am just favored with letters from Mr. Watkins, of the 7th and 9th instant, communicating the very agreeable intelligence that you had accepted of the agency for the company, and had set out for Augusta. From your intimate acquaintance with this business from the commencement, and through all its stages, you are surely the best calculated to ensure success, and I already presage the most favorable consequences from your negotiations.

I have written to Mr. Fitzsimons that you are, by this time, at Augusta. I have urged him, in the strongest terms, to have their funds ready at Augusta, and to make such communications to you as he thought proper, and have apprized him that you are invested with ample discretionary powers to bring the business to a close, by compromising with the State on the best terms you can.

I concur in opinion with Mr. Watkins, that, rather than fail in our object, we had better yield to a discount on the certificates, or we can relinquish a portion of the land to the State in the manner mentioned between Mr. Watkins and myself, but more fully digested. The relinquishment of a part of the land and a discount on the certificates will be the consequence of necessity, and adopted, if better cannot be done. I trust the conduct of the Virginia Company has given umbrage to none, and will meet the approbation of many, which may smooth the way to success.

The present rage for speculating in lands has set every body in motion. The extent and the variety of the applications which will be made to the present session of Assembly, will not a little embarrass the members, and, I fear, increase your difficulties. It is impossible for us here to foresee what turn the business may take, and impossible to give you instructions; every thing depends on your own good judgment and prudence, and to this I very cheerfully submit my interest. Although caution and circumspection be essentially necessary, yet, in the critical moment, you must act with decision, or the object may be lost. I have urged Mr. Venable to call upon Mr. Fitzsimons and enforce the necessity of immediate attention to this business, which I hope will be done. As there is now a regular post to and from Augusta, I request the earliest information of your prospects, and I shall not fail to make the communication which may be essential.

I am, with great regard, your very humble servant,

DAVID ROSS.

JOHN B. SCOTT, Esq. of Virginia.

at present at Augusta, in Georgia.

VIRGINIA, RICHMOND, November 28, 1794.

DEAR SIR:

Last post brought me your favor of the 14th instant, from Salisbury, and am glad to find you were then so far advanced on your journey. On the same day that you wrote to me, I wrote to you, which you have, no doubt, received ere now. As soon as I was advised of your accepting the agency, I communicated the same to Mr. A. B. Venable, and also to Mr. Fitzsimons. I reminded the latter to have the funds for the four shares taken by himself and others, at Augusta, in due time, and requested that he might correspond with you, and make such communications as he thought necessary for your information and governance. This is the second letter written to him still unanswered; but I hope he has done the needful, and written to you fully by the post. I received a letter from Mr. V. last post, dated 20th instant: he has also reminded Mr. Fitzsimons of the critical period, and he promised to speak to the others. Mr. Watkins would inform you that Colonel Hampton and Major Nailor proposed each to take a share. Mr. V. recommends to part from but one share, as they can now be sold upon much better terms: from this letter, there is no doubt of it. I have just written to him to buy and negotiate for one or two shares more, that you may have ample funds; so that it would seem they are fond of the purchase to the northward. Here we are too poor to engage in any adventure. I have, by every stage, for five weeks, expected Colonel Hampton and Mr. Call; they are not yet arrived. I have again written to the latter, that the proposition made by Colonel Hampton

* See paper marked F.

must be put on a certainty, and the funds at hand; and have written to Mr. V. that, if the business be not immediately closed, he may take other measures. I have no late letters from Mr. Watkins.

It is impossible for me to form any tolerable idea what turn our affairs may take. There will be a great many applicants, most of them dependent on the same source for efficient funds; it is not impossible but those gentlemen may have an agent there to co-operate with those most likely to succeed. This is mere conjecture; you will judge for yourself from circumstances. I understand Mr. Hooper is the ostensible agent for our friends in Philadelphia.

If Mr. Fitzsimons corresponds with you, as I recommended to him, he will no doubt go fully into the subject, and let you know his agent for paying the money: if you receive such a letter, you will know what to do; if no such letter, you will be embarrassed. However, after all, you will find that very much depends on the idea which may be entertained by the other companies, whether the Virginia Company can be useful to the others, or whether the interest of the others can be promoted by the ruin of the Virginia Company; and it is more than probable they will pursue that conduct most likely to accomplish their own views. I have no doubt but you will have a difficult task to reconcile so many different interests. Hence, I repeat it, that we can form no proper judgment here. It is likely that this is the last session that we may hope for doing any thing; and a compromise, on liberal terms, will be better than keeping the business longer in suspense. What compromise will be more acceptable to them I know not—whether to extend the price for the said land; to pay part specie, in lieu of part of the certificates; or all specie, and allowing a discount on the certificates, or relinquishing to the State a part of the land chequered in with ours—all is uncertainty just now. Whilst it may be dangerous to attach yourself too closely to any particular party, it will be no less dangerous to draw on yourself the ill will and enmity of any party; but I am sure that these hints are unnecessary to you. I need not tell you how anxious I shall be to hear from you, and I request that you may omit not a single post after your arrival.

I am, sir, your humble servant,

DAVID ROSS.

Capt. JOHN B. SCOTT, of Virginia,
at present at Augusta, in Georgia.

PHILADELPHIA, December 3, 1794.

SIR:

By a letter I have received from Mr. Daniel Ross, I learn that you had been engaged by the Virginia Yazoo Company to attend the meeting of the Legislature of Georgia, for the purpose of obtaining information of the sale made by the State to that company, and he wished me to inform you (in case you were successful in your application) how you could be furnished with the proportion of four shares held here, so as to be in time to make good the conditions of the purchase. The holders of these shares here (of which I am one) are very doubtful whether the grant will be obtained, and have, therefore, thought it unnecessary to send in advance so considerable a sum of money; but, as soon as you can ascertain the practicability of obtaining it, you may either draw upon this place, say upon Robert Morris, Esq. for three-fourths, and upon me for one-fourth; or, if that shall be found impracticable, either to advise me when the money will be wanted, or send forward an express, and, in either case, the money shall be forthcoming. If you should have occasion to send, I will thank you to advise me whether bills on Charleston could be negotiated for any part; because, in that case, I would establish a credit there. You will oblige me by advising, from time to time, what the prospects are, and be assured

I am, with respect, sir, your most humble servant,

THOS. FITZSIMONS.

MR. JOHN SCOTT.

To the Honorable the Legislature of the State of Georgia.

The memorial of Patrick Henry, David Ross, Abraham B. Venable, John B. Scott, William Cowan, John Watts, and Francis Watkins, in behalf of themselves and others of Virginia Yazoo Company, humbly sheweth:

That your memorialist, in the session of 1789, presented a petition to this honorable House, praying that they might become purchasers, for themselves and their associates, of a tract of land in the Western territory of this State, which was submitted to a select committee composed of a member from each county, and formed, as your memorialists conceive, the contracting party on behalf of the public, who, after mature deliberation, agreed with your memorialists, agents for the sale of a certain district of land contained within the boundaries particularly described, at the price of ninety-three thousand seven hundred and forty-one dollars, payable in paper medium or liquidated debts of the State; and a law passed, accordingly, securing to your memorialists the said district of lands, on the payment of the aforesaid ninety-three thousand seven hundred and forty-one dollars into the public treasury.

Your memorialists beg leave to show further, that they lost no time in ratifying and confirming, in the most ample manner, the contract which their agents had made; they notified to the Executive Department of the State their acceptance of the contract in such terms as bound them for the payment agreed upon, and would have subjected your memorialists to the suit of the State, had they failed to perform their part of the contract; and your memorialists very reasonably concluded that the agreement for the lands was fully binding upon both parties, and would be duly complied with. From this moment your memorialists considered their fortunes as pledged to the State, and their reputations with the world, for the performance of the contract on their part.

They accordingly proceeded to provide payment, in conformity to the true intent and meaning of their contract, which sum they tendered to the Treasurer of the State within the time prescribed by law, and which payment was refused by the Treasurer, without assigning any reasons therefor; and thus your memorialists have been hitherto delayed in obtaining any satisfaction for their money, which remains invested in the capital, for the payment stipulated to be made, as aforesaid; nor for their trouble, fatigue, and waste of time, which have been great; whilst their expenditures in unavoidable and necessary expenses (free from imprudences) amount to a heavy sum.

And, being conscious of the rectitude of their conduct, as well as the justness of their claim, thus respectfully submitted, they presume to ask and look up to the honorable the Legislature for that justice which they humbly trust they are entitled to, and which they fondly hope, for the honor and dignity of the State, will not be withheld from them.

Your memorialists, taking a review of their conduct through every part of this business, cannot discover that they have been wanting in any matter or thing incumbent upon them to do or perform; nor can it be suggested that they have done any thing inconsistent with the respect due to the State, or to lessen that confidence reposed in them. They are free to acknowledge that, from sentiments of great respect for the State, and a high regard for the public opinion, they have an ardent desire that their negotiations with the Legislature may be such as will accord with and be agreeable to the public mind.

They humbly pray that this honorable House will be pleased to take up the subject of the purchase made by the Virginia Yazoo Company; to revise and so model the same as the justice and wisdom of the House shall devise more satisfactory to the public, and consistent with justice to your memorialists; and, relying on the honor and liberality of the Legislature, fondly hope that the terms which they shall adopt will be such as the memorialists may with propriety accept of, and enable them to put their original plan in execution, and become useful citizens of the State.

And your memorialists, as in duty bound, will ever pray.

The foregoing is the original, a copy of which I presented to the Legislature of Georgia while in session in the winter 1794-95.

JOHN B. SCOTT.

To the Honorable the Speaker of the House of Representatives.

The undersigned, as agent for the Virginia Yazoo Company, finding that the terms proposed by him to purchase a part of the Western territory of this State have not been acceded to, and that other terms are held out by the Legislature for the acceptance of the said company, begs leave to notify to you that he cannot, agreeably to the views of the company, accept thereof.

JOHN B. SCOTT,

Agent for the Virginia Yazoo Company.

JANUARY 1st, 1795.

VIRGINIA, Prince Edward County, to wit:

This day, William M. Watkins (son of Joel Watkins of Charlotte) came before me, a Justice of the Peace for the county aforesaid, who, being first sworn on the Holy Evangelists of Almighty God, deposes and saith, that he accompanied General John B. Scott in the fall, 1794, to the Legislature of the State of Georgia, then in session at Augusta; that he was well acquainted with the transactions of the said Scott, as agent of the Virginia Yazoo Company, and believes no part of the conduct of the said Scott in that business was concealed from him; that, in behalf of the said company, some short time after his arrival, he made propositions to the Legislature respecting their claim, and various proceedings were had thereon. At length, it was determined by the said Scott that, as the Legislature did not accede to his propositions, to withdraw them; that, immediately upon the withdrawal, a new company was formed, called the Upper Mississippi Company, who made propositions for the said tract of territory, contemplated by the Virginia Yazoo Company, in their propositions, which were withdrawn; that, in this company, the Virginia Yazoo Company had no interest, as this deponent believes: for he knew of the formation of the company, saw their articles of agreement, and was himself interested in the said company; that the said Scott held seven shares in the said Upper Mississippi Company, but the greater part for others, one of which was for this deponent, but no part, as this deponent believes, for the Virginia Yazoo Company; that this deponent has never heard it even suggested, until lately, that the Virginia Company had any interest in the purchase made by that, or any company, in 1795, and believes they had none; that the above suggestion, as this deponent understands, comes from Colonel W. Hampton, who was also interested in the said Upper Mississippi Company, and to whom the said Scott, acting as a private individual, made sale of a considerable part, if not of the whole, of the interest he held; and that, in the said sale, this deponent's interest was included. This deponent being interrogated, whether the said Colonel Hampton was interested in the Georgia Company, says, that, of his own knowledge, he does not know it, but that he understood that he was very largely interested. And further this deponent saith not.

In witness whereof, I have hereunto set my hand, this 16th of February, 1804.

W. M. WATKINS.

Sworn to, before me, this 16th of February, 1804.

C. SCOTT.

Whereas John B. Scott, John C. Nightingale, and Wade Hampton, called the Upper Mississippi Company, as grantees of the said company, have given to each of us, signers hereto, a certificate that we do and shall hold such share, or parts thereof, as are hereafter placed against our names, respectively, of the interest held by the said company. Now these presents witness that we, and each of us, will consider ourselves bound by such rules and regulations as the said company may adopt for the government and disposition of the general interest of the company, in the proportion that we hold in the said company. Given under our hand this ninth day of January, 1795.

William Howell, one-tenth of a share.

Hugh Magee, two-tenths of a share.

Britton Dawson, one-tenth of a share.

Ben. Harris, two-tenths of a share.

Reuben Coleman, two-tenths of a share.

John Powell, one-seventh of a share.

Fanny Forsyth, one-tenth of one share.

Nath. Cocke, two-tenths of one share.

Zach. Cox, for Arthur Fort.

Nath. Cocke, for Geo. Wyche, one-tenth

Thomas Watkins, one third of a share.

Geo. Walton, one share.

IN THE HOUSE OF REPRESENTATIVES, 11th June, 1790.

Resolved, That the Treasurers be directed and required to receive no payment, in discharge of any moneys due, or owing to the State, but gold or silver, or the paper medium, except where the laws of the State clearly, positively, and particularly direct otherwise; any resolution of a former Assembly to the contrary notwithstanding.

Ordered, That the same be sent to the Senate for concurrence.

(A copy) Test.

JAMES M. SIMMONS, *Clerk, H. R.*

IN THE SENATE, 11th June, 1790.

The Senate took up the resolution of the House of Representatives, and agreed to the same, with the following amendment: between the words "medium" and "except," insert "issued under authority of 'an act passed the 14th day of August, 1786, entitled an act for emitting the sum of fifty thousand pounds in bills of credit, and for establishing a fund for the same, and for other purposes therein mentioned,' such paper medium to be received until the 14th day of August next, and no longer."

Ordered, That the same be sent to the House of Representatives for their concurrence.

Extract from the journal.

Test.

THOMAS WATKINS, *Secretary.*

The foregoing was concurred with by the House of Representatives.

(A copy)

Test.

JAMES M. SIMMONS, *Clerk H. R.*

A true copy of exhibit 6, filed with the record in the case of Moultrie and others *vs.* the State of Georgia, in my office.

E. B. CALDWELL,

*Clerk Supreme Court, United States.*RHODES'S, *January 31st, 1804.*

Sir:

It has been communicated by an individual, whose name it is unessential to express, that papers have been placed before the select committee appointed to investigate the rights of the Virginia Yazoo Company, which, from their supposed character, at the same time that they are injurious to the claim of the Virginia Company, have a tendency, direct or indirect, towards supporting the claims of purchasers claiming under the act of Georgia of the year 1795. This has been conveyed in a manner that leaves scarcely a dubitable impression of its truth. It is conceived

that the character of these papers ought to be known to the agents of the Virginia Yazoo Company. With what propriety such papers are now introduced, or are received by the committee, the agents of the company undertake not to decide. They take not the liberty either to discuss or determine the right of the committee to form conclusions from papers or documents unofficial, which do not appear upon the records of that office, where it explicitly is, by law, declared, that within a limited period, every sustaining document should be placed. But granting papers to be before the honorable committee affecting the right of the Virginia Company yet unknown to their agents, whatever may be their character, or however irregular, it is presumed to be proper, before a report be drafted, that their nature should be ascertained, in order, if not cast aside by the committee as inadmissible, opportunity may be given for the introduction of counteractive testimony.

With deference and respect, we are, sir, your most obedient servants,

DAVID ROSS,
WILLIAM COWAN,

Agents on behalf of the Virginia Yazoo Company.

The Honorable JOSEPH H. NICHOLSON,
Chairman of the Committee.

At a meeting of the Virginia Yazoo Company, present, Francis Watkins, Patrick Henry, John Walls, Abraham B. Venable, William Call, John B. Scott, and David Ross, for himself, and as attorney in fact for Wade Hampton, Esq. in virtue of a power of attorney produced and delivered to the Director, at the house of Francis Watkins, Esq. in Prince Edward, 25th July, 1795.

The company, taking into consideration the purchase which they made some years ago from the Legislature of the State of Georgia of a certain tract of country within the same, and upon a review of their negotiations with the said State, find they have with good faith done all that was incumbent upon them, as one of the contracting parties; but that the State, on their part, had not only refused to permit a grant to issue to the company, but have proceeded to make new contracts for the sale of the greater part of the said tract of country to divers persons associated into new companies; and whereas every friendly and respectful application to the Government of the said State, for a grant for the lands aforesaid, has been made by the company, and withheld by the Government, and being fully impressed with the justice of their claim, they will in future prosecute the same in the courts of the United States.

Resolved, therefore, That the claim of the company to the tract of country purchased from the said State, or so much thereof as may be included in the sale or sales lately made by their Legislature, be prosecuted in the Supreme Court of Chancery of the United States against the late purchasers, and all others claiming a legal right therein.

Resolved, also, That Patrick Henry and David Ross be appointed a committee to proceed, immediately in the most prudent and effectual manner, to prosecute and assert the company's claims to the said tract of country, and that the Director is hereby authorized and empowered to nominate and appoint any member of the company, or other fit and proper person, to treat with the said companies, or either of them, upon just and liberal terms, for the same tract of country included within their purchases, or any part thereof, as shall be mutually agreeable, in order to terminate all differences in the most amicable manner, and that funds shall be provided for the payment of such compromise when the said company or companies shall be capable of making a sufficient title for the lands so compromised for, and shall in due form execute the same.

Resolved, That measures be taken for the immediate collection of the sums due from Messrs. Morris, Nielson, Greenleaf, Fitzsimons, and Hampton, to be reserved in the hands of the Director, for the purposes of the said prosecutions, and other contingent expenses; and that the proceedings of this meeting be notified to the said gentlemen, and their concurrence requested in the future operations of the company, which may render a further advance of money necessary, to the amount of five thousand dollars on each share, to be paid into the hands of the Director by the 10th day of October next, if called for by him.

Copy transmitted to Messrs. Morris, Fitzsimons, Greenleaf and Nielson.

David Ross, Francis Watkins, and Patrick Henry, or any two of them, are appointed a committee to carry into execution any measures which they may judge most conclusive for carrying into effect the views of the company, in obtaining from the Land Company in Georgia, by compromise, such part or parts of their lands, as to them may seem most for the interest of this company.

F. WATKINS, *Director.*

26th JULY.

John B. Scott, who was appointed to attend the Legislature of Georgia at their last session, in order to solicit a grant for the tract of country formerly purchased from them by the company, which they refused to comply with, and proceeded to make new contracts for the same lands with others, directing the Treasurer, by an order of their House, to return the money formerly paid on account of said purchase, now informed the company that he had inadvertently accepted of the said money from the Treasurer, and was ready to deliver it to them; but they unanimously refused to accept of it, and in the most express terms deny that they either gave any orders for withdrawing the money, or had any such intentions; and they not only disavow the right of receiving the said money, but they declare that it is, and ever has been, their uniform intention to pay up the balance whenever the Government of Georgia shall perform their part of the contract, and permit a grant to issue, agreeably to the original purchase.

F. WATKINS, *Director.*

LUNENBURG COUNTY, *February 14th, 1804.*

DEAR SIR:

In the progress of the business of the Virginia Yazoo Company now before a committee of the honorable the House of Representatives of the United States, that committee is desirous to be informed whether there is any minute or resolution of the company showing John B. Scott's powers as agent of the said company to the session of the Legislature of Georgia in the winter of 1794-5, in order to obtain the grant claimed by them as purchasers under the act of 1789, or to effect terms of compromise therefor; or any such respecting the protest taken by the company against the act of Mr. Scott's receiving back the money (so stated by him) paid by them into the treasury of Georgia, in part payment of the said contract.

Please give me your answer, enclosing such originals as you may find relating to the above.

Yours, sincerely,

Mr. FRANCIS WATKINS, *Prince Edward.*

WILLIAM COWAN,

PRINCE EDWARD, *February 16th, 1804.*

DEAR SIR:

I have, as you desire, examined, and do not find in my possession any minutes or resolution of the company, which has relation to the powers given General Scott, as agent for the company, to the Legislature of Georgia, the session of 1794-5. He did not accept the agency till about November, 1794, and believe there was no meeting of the company for the occasion. I did expect he knew the sentiments of the company, with regard to the object of his mission, which I understood to be to assert the rights of the company to the land purchased, or to compromise with the State. If there were any written instructions of the company for General Scott, I have no recollection of them.

The original protest was sent on to you at Washington city, and I have not seen other minutes of the company respecting the same.

Respectfully, sir, your obedient servant,

F. WATKINS.

MR. WILLIAM COWAN, *Linenburg*.

STATE OF VIRGINIA, *Prince Edward county*:

This day Francis Watkins made oath before me, a magistrate for said county, that the facts stated in his foregoing letter to Mr. Cowan, are true, to the best of his knowledge and belief.

Given under my hand this 16th day of February, 1804.

C. SCOTT.

8th CONGRESS.]

No. 102.

[1st Session.]

CLAIMANTS UNDER THE GEORGIA AND TENNESSEE COMPANIES.

COMMUNICATED TO THE SENATE, FEBRUARY 17, 1804.

To the Honorable the Senate of the United States now sitting:

The memorial of Thomas Young, of the city of Savannah, in the State of Georgia, respectfully sheweth:

That he holds, and is entitled to a certain portion of that tract of land which was, on the ——— day of January, 1795, granted by the State of Georgia to James Gunn, Matthew M^lAllister, George Walker, and their associates, under the name of the Georgia Company: that the tract of land in which your memorialist is so interested, being only part of the land granted to that company, is described and ascertained by well known metes and bounds: that all the title papers, which evidence the right of your memorialist to this tract of land, have been duly recorded in the office of the Secretary of State, previous to the 1st day of January last past:

That on the ——— day of February, 1803, your memorialist preferred to the House of Representatives of the United States, a memorial upon the subject of the said grant, a copy of which is hereto annexed, to which he refers, and prays that the same may be taken as a part of this his memorial.

Your memorialist still maintaining and insisting upon the principles advanced and contended for in that former memorial, holds himself bound, and is willing to accept of any or either of the alternatives in that memorial proposed for settling and adjusting this unpleasant, troublesome, and expensive business. But more than twelve months having elapsed since that memorial was presented, and your memorialist having already incurred great expense and fatigue in pursuing this business, is sorry to find that he is now as distant as ever from this final adjustment, so much desired by him, and, as he presumes, by the United States.

Your memorialist, therefore, respectfully solicits this honorable body to take up this subject, and to make some provision for obtaining, from some competent tribunal of justice, a fair and just decision upon his claim, if any doubt exists as to its validity in law or in equity, or that this honorable body will make some provision for having the same finally adjusted by compromise.

Your memorialist having made this purchase, and paid his money, in the ordinary course of business, for property guaranteed by a legislative act of the State of Georgia, entertains a belief and a confidence that it comports with the honor, dignity, and interest of the United States, and of the Government thereof to protect the individuals of that Government in the possession and enjoyment of their honest and fair acquisitions. As the agents of the United States, to whom that honor, dignity, and interest are confided, your memorialist respectfully addresses himself, believing that it never can be consistent therewith, or with the wishes of those who manage the affairs thereof, to suppress, by the strong hand of power, without regard to right, the just claim of an individual, or in that manner to prevent and evade the fair and full discussion of a claim in the way most likely to ensure a decision conformably to the justice and right of the case.

Thus impressed, your memorialist prays this honorable body to take this subject into consideration, and to take such measures therein as to justice appertaineth.

THOMAS YOUNG,
by JOHN T. MASON, *his Attorney for this purpose.*

To the Honorable the Senate and House of Representatives of the United State, in Congress now assembled:

The memorial of Thomas Young respectfully sheweth:

That he, the undersigned, is a proprietor in a company entitled to certain lands, derived by purchase from a company commonly called the Georgia Company, to whom the lands were originally granted by the State of Georgia, under a law of that State, and is deeply interested in a law depending before this honorable body. The grant to the original company was for upwards of twenty million acres of land, of which one million nine hundred and eleven thousand acres were purchased by the company in which the undersigned is concerned, having a specific designated location, appearing on the plat herewith filed. To these one million nine hundred and eleven thousand acres, no part of the Indian title has yet been extinguished. There are no settlers on it, and no conflicting claims derived from British, Spanish, or other grants; and, consequently, the company's pretensions stand on high and strong foundation. This purchase, so made from the original grantees, of one million nine hundred and eleven thousand acres, was divided into twenty-five shares of seventy-six thousand four hundred acres each; of these the undersigned holds, in his own right, six twenty-fifths, equal to four hundred and fifty-eight thousand four hundred acres, and is attorney and representative of three twenty-fifths, equal to two hundred and twenty-nine thousand two hundred acres, making, in the whole, nine twenty-fifth parts of said purchase, equal to six hundred and eighty-seven thousand six hundred acres, the remaining sixteen twenty-fifths being relinquished by the other purchasers, as he has been informed, are now vested in the United States by their treaty with the State of Georgia.

The undersigned, and those whom he represents, were purchasers from the original company, bona fide, for a valuable consideration, and obtained a deed, or conveyance, for their one million nine hundred and eleven thousand acres, on the 4th day of November, 1795, which title so derived, he is informed, and believes, is good and available in law and equity.

Unwilling to be a judge in his own cause, and not admitting the jurisdiction of this honorable body to decide titles, the undersigned will, notwithstanding, most cheerfully submit to have a decision of his right according to the laws of the land, in such mode as this honorable body shall suggest, to effectuate it in the most speedy and impartial manner.

The land he claims is free from conflicting claims, has superior advantages of soil and situations, is finely watered, and has easy access to market, by the Mississippi and Mobile rivers.

Thus circumstanced, and with the deep interest held by the undersigned, he yet, for the sake of quiet, to avoid expense and delay, to harmonize with the operations of Government in the settlement of this tract of country, is willing on behalf of himself, and those whom he represents, to come to a fair, just, and equitable compromise; and, therefore, submits the following propositions:

Your memorialist wishes to be considered as standing alone, *unconnected with any other company or individual*, as the representative of nine shares, or twenty-five parts of the lands before described, which he will sell, surrender, and release to the United States, upon the following terms: Let the said six hundred and eighty-seven thousand six hundred acres of land be estimated at twenty-five cents per acre, which will make the gross sum of one hundred and seventy-one thousand nine hundred dollars. As the original grant to the Georgia Company contained twenty-two millions of acres, and in that grant there were reserved one million of acres for citizens to subscribe; deduct from the gross sum above stated one twenty-second part thereof to satisfy these claims, that is, seven thousand eight hundred and fifteen dollars, and the balance remaining will be one hundred and sixty-four thousand and eighty-five dollars. This sum, divided into nine parts, will show each share to be worth eighteen thousand two hundred and thirty-one dollars.

Your memorialist, at this price, will agree to sell and surrender to the United States all the aforesaid shares under his control; and, for that sum, receive certificates or evidences of debt *for each share*, transferable, bearing an interest from the 1st day of January, 1806, payable only out of the proceeds of sales of the lands contained within the limits of the grant to the Georgia Company, and receivable, at all times, according to their value upon the face of them, together with the interest thereon accrued, if any there be, in the purchase of lands, hereafter to be sold by the United States, within the limits ceded by the State of Georgia to the United States, at the current selling price fixed, or from time to time to be fixed, by the United States. Or, if preferred by the United States, your memorialist will receive evidences of debt, in like manner, at the rate or price of one thousand four hundred and forty dollars per share, being twenty cents per acre, to bear an interest from the 1st day of January, 1801, transferable and payable out of the beforementioned funds; and, in like manner, receivable for the price of lands. Your memorialist agrees, in either event, to postpone the payment of these certificates, till the sum stipulated to be paid to the State of Georgia is fully discharged. That, if any conflicting claim should arise, or be brought forward by any person claiming under the said grant, from the State of Georgia to the Georgia Company, which may or can interfere with any of the shares so represented by your memorialist, the same may, and shall, by commissioners to be appointed by the United States, be decided in conformity to the principles of law and equity.

The Honorable the Senate of the United States, now sitting.

The memorial of James Strawbridge, of the city of Philadelphia, and Thomas Young, of the city of Savannah, respectfully sheweth: that they are interested in, and, for a valuable consideration, bona fide purchasers of a large part of that tract of land, granted on the 24th day of January, 1795, by the State of Georgia, to the Tennessee Company. That your memorialist, James Strawbridge, in his own right, and that of others, represents and holds complete power over three hundred and nine shares or four hundred twentieth parts of that grant; and that your memorialist, Thomas Young, holds in his own right four shares, or four hundred twentieth parts of the same grant. That, as they are informed and believe, most of the other shares in that grant have been surrendered to the State of Georgia.

That soon after the passage of the act of Congress, entitled, "An act for an amicable settlement of limits with the State of Georgia, and authorizing the establishment of a Government in the Mississippi territory," to wit, on the 18th day of January, 1802, your memorialist, James Strawbridge, then representing a great portion of those who were and are interested in the said grant, wrote a letter to the commissioners appointed on the part of the United States, in virtue of that act, in which he exhibited to them fully the title and claim of himself, and those that he represented; a copy of which letter, marked A, is hereto annexed, which your present memorialists pray may be taken as a part of this their memorial. That after the commissioners appointed in the beforementioned act of Congress had reported to Congress upon the subjects by the said act referred to them, to wit, on the 23d day of February, 1802, your memorialist, James Strawbridge, preferred to the House of Representatives of the United States a memorial upon the subject of the said grant, and the rights derived under it; a copy of which memorial is hereto annexed, marked B, which your present memorialists pray may be taken as a part of this their memorial.

Your memorialists, still maintaining the principles advanced and contended for in that memorial of James Strawbridge, hold themselves bound to accept, if offered to them, any or either of the alternatives in that memorial proposed for settling this unpleasant, troublesome, and expensive business. But, having now wasted more than a year since that memorial was presented, and having incurred great expense and fatigue, they are sorry to find that they are now as distant as ever from this final adjustment, so much desired by them, and, as they presume, by the United States.

Your memorialists, therefore, respectfully solicit this honorable body to take up the subject and make some provisions for obtaining, from some competent and authorized tribunal of justice, a fair and just decision upon their respective claims, if any doubt exists as to their validity in law or in equity; or to make some provision for having the same settled and finally adjusted by compromise.

Your memorialists, having paid their money in the ordinary course of business, for the purchase of this property, guaranteed by a legislative act of the State of Georgia, entertain a belief and a confidence that it comports with the honor, dignity, and interest of the United States, and of the Government thereof, to protect the individuals of that Government in the possession and enjoyment of their honest and fair acquisitions. To the agents of the United States, to whom that honor, dignity, and interest are confided, your memorialists respectfully address themselves, believing that it never can be consistent with either or with the wishes of our Government to suppress by the strong hand of power, without regard to right, the just claim of an individual, or, in like manner, to evade and prevent the discussion of a claim in that way most likely to ensure a decision conformable to justice and right.

Under these impressions your memorialists have applied, and do apply to this honorable body, praying that the subject may be by them considered, and that done in the premises which to justice and right appertaineth; and your memorialists, as in duty bound, shall ever pray, &c.

JAMES STRAWBRIDGE,
Trustee for the Tennessee Company.

THOMAS YOUNG,
by John T. Mason, his Attorney for this purpose.

MARCH 16th, 1804.

A.

WASHINGTON, 18th January, 1802.

GENTLEMEN:

I understand commissioners have been appointed by the State of Georgia, and now in this city, for the purpose of ceding to the United States part of their Western territory, and that you are appointed by the President of the United States to receive the same.

As I am interested, and trustee for a company claiming a tract of land, situated on the waters of the Tennessee river, which will be included in that territory, said to be now offered for your acceptance by the State of Georgia, for the use of the United States; I therefore beg leave to submit the following documents relative to our claim, for your consideration, with the hope that such order will be taken by you, that no dispute may hereafter take place betwixt the United States and our company, should they succeed to the jurisdiction of that country.

First. I hand you a copy of a law passed by the Legislature of Georgia, in December, 1794, and January 1795, entitled "An act for appropriating a part of the unlocated territory of this State for the payment of the late State troops and for other purposes therein mentioned."

By this law lands were sold to four companies; the one by the name of the Tennessee Company is the one we are interested in.

Second. The deed of conveyance, agreeably to said law, by George Matthews, Esq. then Governor of Georgia, to Zachariah Cox, Matthias Maher, and their associates, dated January 24th, 1795; and

Third. A deed of trust from Matthias Maher, and others, now proprietors of these lands, to James Strawbridge, Ebenezer Jackson, and Samuel Dexter, trustees, whose authority to act for the company you will fully understand, by perusing the same.

When the company first got organized, they agreed, for their mutual benefit and convenience, to divide their interest in this tract of land into four hundred and twenty shares, and certificates for that number of shares were issued by Zachariah Cox and Matthias Maher, certifying that the proprietor was entitled to the one four hundred and twentieth part of the interest in said lands. The proprietors of three hundred of these shares have signed the deed of trust, and I, as acting trustee, have these shares in my possession. I have heard that James Greenleaf, who lately failed in the city of Philadelphia, held about forty shares which he gave to his creditors, and that they have relinquished them to the State of Georgia; but: this I have no proof of the remaining shares, I am informed, are in the hands of gentlemen in Georgia and Boston.

If any other information you may call for, and it is in my power to give, I will render it with great pleasure.

With regard, I am, gentlemen, your humble servant,

JAMES STRAWBRIDGE,
Trustee for the Tennessee Company.

JAMES MADDISON, ALBERT GALLATIN, and LEVI LINCOLN, Esquires.

To the Honorable the House of Representatives of the United States in Congress now assembled, the memorial of James Strawbridge respectfully sheweth:

That the report lately submitted to this honorable House by the commissioners appointed in pursuance of the act, entitled "An act for an amicable settlement of limits with the State of Georgia, and authorizing the establishment of a government in the Mississippi territory," has been so recently submitted, that little opportunity has been afforded to examine the same with that care and attention that the interests of your memorialist, and those he represents, demand of him.

That your memorialist, in his own right, owns and possesses thirty-one shares, or four hundred and twentieth parts, of that tract of land which was granted, on the 24th day of January, 1795, by the State of Georgia to the Tennessee Company; that he purchased these shares in the city of Philadelphia in the spring of the year 1795, and paid a valuable consideration for the same; that he also represents two hundred and seventy other shares, or four hundred and twentieth parts of the said grant, which belong to sundry individuals who purchased the same from the original grantees, and paid a valuable consideration therefor, he believes in the spring or summer of the year 1795; that these last mentioned shares have been conveyed by the respective owners thereof to your memorialist, in trust, with a view to consolidate the interests of so many of the proprietors of this land.

To these portions or shares of the lands included within the above mentioned grant from the State of Georgia to the Tennessee Company, your memorialist holds himself clearly and unquestionably entitled, both in law and in equity, and will be at all times ready to support and maintain that title whenever the same may or can be brought for decision before a tribunal of justice competent to decide thereon.

The commissioners, in their report above mentioned, and in the eighteenth page thereof, have expressed themselves thus: "And without pretending to affirm that the Legislature of the State of Georgia were competent to make the decision, they feel no hesitation in declaring it as their opinion that, under all the circumstances which may affect the case as they have come within their knowledge, and as herein stated, the title of the claimants cannot be supported." That men should think differently on this subject is not matter of surprise; your memorialist cannot have the power or the right to decide upon the validity of his own title, nor can he admit that such a right exists in any body, natural or politic, who is or may be interested in the decision of the question. He hopes that it will be considered by this honorable House that he is not suing for charity or asking for favors, but that he is asserting and pursuing a right that he deems unquestionable; he therefore hopes that such measures may be adopted as the wisdom and justice of this honorable House shall suggest, to enable your memorialist to bring his title for adjudication before a competent tribunal of justice.

But if it is the wish of this honorable House to purchase and possess the United States of the title held by your memorialist, to free himself from further trouble and expense, he will sell the whole interest therein by him represented, not, indeed, upon the terms proposed in the report of the commissioners above mentioned, but upon terms which the compact between the United States and the State of Georgia will justify, although your memorialist does not concede that this compact can in any way affect or diminish his rights.

Without meaning to call in question the validity of the title of any of the claimants under grants from the State of Georgia, your memorialist begs leave to state, that there never was and never can be a doubt but that the whole of the lands contained within the grant from the State of Georgia to the Tennessee Company, are within the established and admitted boundary of the State of Georgia; that the Indian titles to any part of that tract having never been extinguished, there can be no conflicting claims arising from settlement rights. Whether these circumstances make these lands more valuable than those claimed by others, and justify a discriminating price, it is for this honorable House to determine.

Your memorialist wishes to be considered as standing alone, unconnected with any other company, as the representative of certain portions of the land granted by the State of Georgia to the Tennessee Company, the title to which he will sell and release to the United States upon the following terms:

The sum of one million two hundred thousand dollars shall be considered as the price or value of the whole tract of land granted by the State of Georgia to the Tennessee Company. From this take sixty thousand five hundred dollars for citizens' rights, twelve thousand five hundred dollars to satisfy the grant from the State of Georgia to the commissioners who surveyed those lands, and seventy-seven thousand dollars as a fund to satisfy and extinguish the claims of settlers, if any such there now be upon this particular tract of country; these sums to be retained by the United States. This will reduce the first mentioned sum to one million and fifty thousand dollars, which, divided into four hundred and twenty parts or shares, will show each share to be worth two thousand five hundred dollars; a sum less than twenty-five cents per acre for the said land.

Your memorialist, at this price, will agree to sell and surrender to the United States all the shares that are or may be under his control, and receive for such price certificates or evidences of debt made transferable, and bearing an interest at the rate of six per centum per annum from the 1st day of January, 1806, to be paid only out of the proceeds of the sales of those lands contained within the limits of the grant from the State of Georgia to the Tennessee Company, but to be made receivable at all times, (after the completion of the payment stipulated for to the State of Georgia) according to the value expressed upon the face of them, together with the interest accrued, if any there be, in the purchase of lands hereafter to be sold by the United States within the tract of country ceded to them by the State of Georgia, at the ordinary current price at which the United States shall, from time to time, sell the same.

Or, if preferred by the United States, your memorialist will receive evidences of debt in the like manner, at the rate or price of two thousand dollars per share, transferable, as before stated, to bear an interest of six per centum

per annum from the 1st day of January, 1804, payable only out of the before mentioned funds, and receivable, as before stated, in the purchase of lands. And, in either event, your memorialist agrees that the payment of these certificates shall be postponed until the sum stipulated to be paid to the State of Georgia is fully satisfied.

And in the event that there should be no claims for settlements within this tract exhibited and made good on or before the 1st day of January, in the year 1806, to absorb the said sum of seventy-seven thousand dollars, that then the said seventy-seven thousand dollars, or so much thereof as remains unappropriated to the purposes above contemplated, shall be divided into four hundred and twenty shares and certificates, or evidences of debt issued for the same, upon the principles above stated, and so many of such certificates delivered to your memorialist as he shall have previously surrendered and released shares to the United States.

In case any doubts shall arise as to the power of your memorialist to sell and release to the United States any of the shares by him offered to be sold and released, the United States or their agent shall have power to accept or reject such surrender and release; and where the same shall be rejected, the United States shall retain the price of such share, leaving the said share so refused unaffected by the agreement with your memorialist.

That if any conflicting claims should arise or be brought forward by any person claiming under the said grant from the State of Georgia to the Tennessee Company, which may or can interfere with any of the shares so represented, or to be represented, by your memorialist, the same may and shall, by commissioners for that purpose by law to be appointed, be decided in conformity to the principles of law and equity.

Your memorialist further represents that, of the above mentioned four hundred and twenty shares in the Tennessee Company, the number of fifty shares have been surrendered to the State of Georgia, and that most of the outstanding shares which are not at this time represented by your memorialist may, and probably will, hereafter, be placed under his control; in that event, your memorialist will also sell and surrender such shares to the United States upon the terms above proposed.

JAMES STRAWBRIDGE,
Trustee for the Tennessee Company.

WASHINGTON, 23d February, 1803.

8th CONGRESS.]

No. 103.

[2d Session.]

DESCRIPTION OF THE LEAD MINES IN UPPER LOUISIANA.

COMMUNICATED TO CONGRESS, NOVEMBER 8, 1804.

By message from the President of the United States, of which the following is an extract:

"The lead mines in that territory (Louisiana) offer so rich a supply of that metal as to merit attention. The report, now communicated, will inform you of their state, and of the necessity of immediate inquiry into their occupation and titles."

ST. LOUIS, June 16, 1804.

SIR:

In consequence of a request made me by Captain Lewis, before he left this, I now do myself the honor of enclosing you a copy of a dissertation on the Lead Mines in Upper Louisiana, furnished me by Moses Austin, Esq. This gentleman owns an extensive mine, situated about thirty-eight miles back of St. Genevieve, which he has worked for some years past, and, from his education and experience, I conceive him to be better calculated to give correct information on the subject than any other man in this quarter.

I am, sir, with sentiments of high respect, your very humble servant,

AMOS STODDARD,
Captain and first Civil Commandant of Upper Louisiana.

The President of the United States.

SIR:

Agreeably to your request, I have annexed a memorandum of the number, extent, and situation of the Lead Mines in Upper Louisiana, with an estimate of the average quality of mineral produced, and the number of hands employed at each mine; with the probable quantity which may be annually produced, when the country becomes populated so as to afford workmen sufficient to occupy the mines to advantage.

NAMES OF THE MINES.

- | | |
|-------------------|---------------------|
| 1. Mine à Burton, | 6. Mine à la Plate, |
| 2. Mine à Robuna, | 7. Mine à Joe, |
| 3. Old Mines, | 8. Mine à Lanye, |
| 4. Mine Ranault, | 9. Mine à la Mott, |
| 5. Mine à Maneto, | 10. Mine à Gerbore. |

1. The Mine à Burton, situated thirty-eight miles west northwest of St. Genevieve, was discovered by Francis Burton, about the year 1763, on a fork of Grand river, ten miles from its junction with the main river, after which it takes the name of Ranault's fork of the Merimack, and unites with that river, about twenty-five miles above its junction with the Mississippi. The Fouché Ranault is navigable in the spring season, within ten miles of the Mine à Burton. In the year 1798, a concession of one league in superficies, comprehending about one-third part of the mine, (on condition he should erect a smelting furnace, and establish a lead manufacture) was granted to Mr. Austin, all of which he has carried into execution. Francis Burton, also, obtained a grant of four acres, as a compensation for the discovery.

There is a small village at this place, of twenty families, who cultivate a little land near the mines, but have no concessions. Two grist mills, with a saw mill, furnish the inhabitants with grinding and plank.

The greatest part of the workings at the Mine à Burton are in an open prairie, which rises nearly a hundred feet above the level of the creek. The mines may be said to extend over two thousand acres of land; but the principal workings are within the limits of one hundred and sixty acres; and perhaps no part of the world furnishes lead ore in greater quantities and purity. The mineral is found within two feet of the surface of the earth, and it is seldom the miners dig deeper than ten feet; not that the mineral discontinues, but because they find it troublesome to raise it out of the ground; the French miners being unacquainted with the utility of machinery, and generally are able to procure plenty nearer the surface.

The manner in which the mines have been wrought renders it impossible to determine whether the mineral terminates in regular veins or not; for when the miner finds himself ten or twelve feet below the surface, his inexperience obliges him to quit his digging and begin anew, notwithstanding the appearance of mineral may be good. Thus, one-half his time is taken up in sinking new holes or pits.

The mineral is of two qualities, gravel and fossil mineral. The gravel mineral is found immediately under the soil, intermixed with gravel, in pieces from one to fifty pounds weight of solid mineral. After passing through the gravel, which is commonly from three to four feet, is found a sand rock, which is easily broken up with a pick, and

when exposed to the air, crumbles to a fine sand. This rock also continues five or six feet, and contains mineral nearly of the same quality as the gravel: but mineral of the first quality is found in a bed of red clay, under the sand rock, in pieces from ten to five hundred pounds weight, on the outside of which is a white, gold, or silver colored spar or fossil, of a bright, glittering appearance, as solid as the mineral itself, and in weight as three to two: this being taken off, the mineral is solid, unconnected with any other substance, of a broad grain, and what mineralogists call potter's ore. When it is smelted in a common smelting furnace, it produces sixty per cent.; and when again smelted in a slag furnace, produces fifteen per cent. more, making, cleanly smelted, seventy-five per cent. The gravel mineral is interstruck with a dead grey substance, the eighth of an inch in thickness; has small veins of sulphur through it, and will not produce more than sixty per cent. when cleanly smelted.

When I first knew the Mine à Burton, in the year 1797, the French smelted their mineral in stone furnaces, somewhat similar to limekilns. At the bottom they put a floor of the largest logs to be found, setting smaller ones round the sides of the furnace. In a furnace thus arranged, is put from three to five thousand pounds weight of mineral; and a fire being lighted under the bottom of the furnace, is kept up until the mineral is entirely smelted, burnt, or lost in the ashes. In this way each miner smelted his own mineral; extracting about three hundred and fifty pounds of lead from each thousand pounds weight of mineral: but, since my works have been established, they have found it more advantageous to sell their mineral than to smelt it themselves.

In the year 1798, there were twenty French furnaces; but, in 1802, one only was in use.

The time for working the mines is from August to December. After harvest, the inhabitants of St. Genevieve and New Bourbon resort to the mines; the rich send their negroes, and the poor class depend on the mines to furnish them with lead to purchase all imported articles. From the middle of August to the fifteenth or twentieth of December, there are from forty to fifty men employed in digging mineral; the remainder of the year but little mineral is drawn from the mines, and but few hands employed. From the year 1798 to 1803, the average quantity of mineral may be stated at five hundred and fifty, or six hundred thousand pounds, French weight, each year; procured, mostly, in four months, by not more than fifty men. The same number of hands employed the year round would produce at least fifteen or sixteen hundred thousand pounds, making proper allowance for spring rains. From the extent of the mines one thousand men might be employed to equal advantage.

2. Mine à Robuna, two miles east-southeast of the Mine à Burton, was discovered about the same time. This mine has not been wrought for many years, until the last season; a few experiments were made, and a small quantity of mineral raised. The old diggings are not extensive, although it is said large quantities of mineral were drawn from the mine on its first discovery. It is public property, and there is every reason to believe will become advantageous when the population of the country shall afford workmen to open and work the mines.

3. Old Mines, so called from being discovered many years before the Mine à Burton. It is said the old mines were opened and wrought by Mr. Ranault, about the year 1726, at the time he explored this country for the famous Law and company. It is situated five miles northeast of the Mine à Burton, on the discovery of which it was abandoned, mineral being found in great abundance at the new mines. The old mines remained in this situation until February, 1802, when fifteen French families made a settlement near the mines, and have formed a village, since which the mines have been opened, and the last year produced three hundred and sixty thousand pounds weight of mineral of an excellent quality, not inferior to the best produced at the Mine à Burton. A gold colored fossil, similar to that found at the Mine à Burton, is also connected with the mineral taken from this mine.

The prospect of obtaining immense quantities of mineral from the old mines, is at present very flattering, and there is not the least doubt of their being equally extensive as the Mine à Burton. The present workings, with the old, include about one hundred acres of land. The mines are elevated, and may be easily drained to the depth of a hundred feet.

In the year 1799, a grant for four hundred acres of land was obtained, and surveyed in 1800, but includes no part of the workings; therefore, the mine, with the adjacent lands, excepting that concession, may be considered as public property. No smelting furnace has as yet been erected at this place, except a French one, most of the mineral being transported to the Mine à Burton to be smelted. The greatest number of hands employed at the old mines, at any one time since the late establishment, has not exceeded twenty-five or thirty, and those only for a few months. It is not improbable that the space between the old mines and the Mine à Burton may produce mineral in as great abundance as either of the mines. The Fouché Ranault is navigable within seven miles of this mine.

4. Mine Ranault, situated six miles north of the Mine à Burton, on a creek of the same name. Little can be said relative to this mine, it not having been wrought for more than seventy years; but, from information, and the extent of the diggings, a large quantity of mineral was drawn from it. It was discovered and opened by Mr. Ranault, about the year 1724-5, with an expectation of finding silver ore. The country near the mine is hilly and broken. It is supposed that Ranault's concession, granted by the King of France, if ever it should be brought forward, will comprehend the mine. The mineral drawn from these mines is of a good quality, generally found in limestone rock, in regular veins, and is said to be inexhaustible. I know of no reason why they have been so long neglected, unless I attribute it to the discovery of mines nearer the settlements, and the small number of workmen to carry them on. As they are within ten miles of navigation, by the Fouché Ranault, great expectations of their utility to the public may justly be entertained.

5. Mine à Maneto, or American mines, on Grand river, was discovered and opened in the month of October, 1799, by the Americans settled on Grand river: is situated twelve miles east-southeast of the Mine à Burton. The appearance of the mines being very flattering, a plan was executed by Messrs. Valle and Pratt, of St. Genevieve, to dispossess the Americans of the privilege allowed in such cases, of four acres in superficies, as a compensation to the discoverers of mines. In 1803, Mr. Pratt brought forward two concessions, one for himself, of one thousand acres, the other in the name of his son, a minor, for eight hundred acres. In consequence of these concessions, the Americans have been excluded from the mines.

The Mine à Maneto, from its flat position, will not admit of deep mining, the water rising at the depth of fifteen feet, and the situation is such it cannot be drained. The mineral is found within two or three feet of the surface of the earth, in a soft, grey limestone rock, in small particles. The rock lies in a horizontal position, in sheets of five or six inches in thickness. Two or three layers of this rock are found one under the other; between each is a layer, either of clay or mineral, one or two inches thick; most commonly mineral. In places where the rock will admit of sinking eight or ten feet, the mineral is found in thin flakes, covered with an iron-colored rust. Before the mineral can be smelted, it requires to be pounded and washed; after passing through this operation, out of one thousand pounds, as it is taken from the mines, three or four hundred only is found to be mineral. Notwithstanding this additional labor, the ease and facility with which the mineral is procured would leave a handsome profit in the hands of experienced workmen; but, to the present holders, yields but little. There is not the smallest appearance of the marcasite to be found in these mines. The land carriage to St. Genevieve, from the mines à Maneto, is about twenty-six miles.

7. Mine à la Plate, situate on a river of that name, about two miles from its junction with Grand river, and eighteen miles east-southeast from the Mine à Burton, was discovered in October, 1799, by an American; but the injustice done the settlers at Grand river, in the affair of the Mine à Maneto, discouraged those concerned in the discovery from making any great attempts to open and improve it. In 1800, thirty thousand pounds weight of mineral was drawn from the mine by two Americans; obtained near the surface. The mineral assumes the appearance of regular veins, and there is not a doubt but that this mine will be very productive. A silver colored fossil is found at this mine, but not in such quantities as at the Mine à Burton. The mine, at present, is unoccupied for the reasons before mentioned, and will remain so until a more favorable moment.

The land carriage, from the mine to St. Genevieve, is about twenty miles. The mine may be considered as the property of the public.

7. Mine à Joe, on Grand river, about four miles from the Mine à la Plate, and fourteen southeast of the Mine à Burton, was discovered by Messrs. Baker and Ally, American settlers at Grand river, in September, 1801, but was taken from them in 1802, by one of those acts of injustice not uncommon in absolute Governments. While

Messrs. Baker and Ally were suffered to work the mine, they obtained mineral in abundance; but since it has been in the hands of the present holders, it has produced but little. This mine is said to be private property, which renders it difficult to ascertain its extent and richness; but, from circumstances, it is supposed not to be very extensive. The mineral is found in pieces of several hundred pounds weight, pure, and solid.

8. Mine à Lany. This mine is situated six miles west of the Mine à Joe, and sixteen south-southeast of the Mine à Burton. It was discovered about the year 1795, and bears the name of its discoverer. The mine has not been much wrought, and from what I can learn, never produced any large quantity of mineral. It is not in much repute, and at present is unoccupied.

9. Mine à la Mott is situated on the waters of the river St. Francis, six miles from the main river, and thirty south-southwest of St. Genevieve; was discovered by Mr. Ranault about the year 1723 or 1734, who made an exploration, but finding no silver ore, he abandoned it. About the year 1723, a man by the name of La Mott opened and wrought the mine, after whom it is called.

Mine à la Mott differs in every respect from the mines on Grand river, and its vicinity. The situation is flat and low; the water bad, and unhealthy. The mineral is found in regular veins, from two to four feet solid. Five of these veins have been opened and wrought. They are found within four or five feet of the surface, with a declination of about forty-five degrees, but cannot be mined deeper (on account of water) than twenty-five feet, and to that depth only in the dry season. The mineral is of a fine steel grain, said to contain fifty ounces of silver to a ton of lead, and is highly charged with sulphur. Notwithstanding the French inhabitants of this country have followed the mining business upwards of eighty years, yet they have not advanced in the art of smelting a step beyond their ancestors; the methods they pursue bespeak their surprising ignorance. As the Mine à la Mott differs from those already described, so does their mode of smelting. The first process is, by depositing the mineral in a pile of logs, after the manner sea shells are burnt to lime; the piles being set on fire and consumed, the quantity of lead produced is five per cent. It is then put into a furnace of stone, such as before described; from this process, if well attended, is produced fifteen per cent. more. After this second burning, they consider the mineral in a proper state for smelting; therefore, collecting it from the ashes, they again put it into the furnace, arranged with logs at bottom and sides, and make an end of smelting. From the last process they commonly obtain about fifteen per cent., making thirty-five per cent. the greatest quantity obtained.

At the Mine à la Mott is also found, in beds, what the miners call gravel mineral, because it is found intermixed with the soil, like fine gravel, in particles from the size of a pin's head to that of a hickory nut. This mineral, after an imperfect washing, is put into a furnace, where it is suffered to melt into a slag, no attempt being made to create a fluxion of the metal from the dross; it is then put into a furnace, not unlike a miller's hopper, with a grate at bottom; underneath a fire is lighted, and continued until the slags are all melted, and a partial fluxion effected: this mode of smelting produces about two hundred and fifty pounds of lead to a thousand of mineral. Notwithstanding the immense loss in smelting, the richness of the mines, and the small expense in obtaining the mineral, leaves an astonishing profit to the proprietors. I found, by experiments, that the mineral, in the hands of skillful smelters, will produce sixty, and some of the veins seventy per cent. About the year 1738-40, the Mine à la Mott was considered as public property, and the people in general were allowed to work at it. At that time it furnished almost all the lead exported from the Illinois: but soon after the discovery and opening of the Mine à Burton, the Mine à la Mott was, in a great measure, abandoned; the mineral at the Mine à Burton being much easier melted. The Mine à la Mott is at this time claimed as private property, in consequence of which the inhabitants in general are denied the privilege of working; therefore, the annual quantity of lead is greatly reduced. For the years 1802 and 1803, the quantity of lead made at the Mine à la Mott did not exceed two hundred thousand pounds weight, although about thirty men were employed from four to six months in each year. It is evident that fifty men, under a proper manager, with a good smelting furnace, might produce five or six hundred thousand pounds weight of lead per annum.

It is difficult to say what part of the mine is private property, but, from the best information, about fifty or sixty acres have been granted at different times. The mine, although not so extensive as the Mine à Burton, is supposed to comprehend a much larger boundary than what is granted to individuals, and may be of consequence to the public. The river St. Francis will not admit of navigation for a hundred miles below the mines; therefore, the produce of the mines must be transported by land to St. Genevieve, which is the nearest to water carriage.

10. Mine à Gerbore, on the waters of the river St. Francis, eighteen miles north of the Mine à la Mott, is also a discovery of Ranault, who made an exploration in 1745, but not finding silver ore, the principal object of his researches, he abandoned it. After which it was wrought by a Mr. Aura, and others, until the Mine à Burton was discovered, when it was again abandoned. The old diggings are extensive, but the quantity of lead produced I have not been able to ascertain. It is said to be equal to any of the mines in the country. The commandant of New Bourbon has a concession of a league in superficies, comprehending the mines.

GENERAL OBSERVATIONS.

Within twelve months past, several discoveries have been made near the Mine à Burton. Valuable lead mines have been likewise discovered about two hundred miles up the river Merimack; some of the mineral I have seen, which is of a good quality. In short, the country for twelve or fifteen miles round the Mine à Burton exhibits strong appearances of mineral. In all the small creeks mineral is found washed down from the hills, and it is not uncommon to find in the draughts leading to creeks and rivers, and in gulleys made by the spring rains, mineral in pieces from ten to fifty pounds weight brought down by the torrents. Some hundreds have been collected in this way. No country yet known furnishes greater indications of an inexhaustible quantity of lead mineral, and so easily obtained. One motive to render the mining business generally advantageous is, that every farmer may be a miner, and, when unemployed on his farm, may, by a few weeks' labor, almost at his own door, dig as much mineral as will furnish his family with all imported articles. From a view of the lead mines in Upper Louisiana, it may be seen that nothing is wanting but an increase of population to augment their produce to a surprising degree. It is also evident there are valuable discoveries yet to be made. It may, therefore, be matter of consideration with the Government, whether the donation of four acres in superficies to the discoverers of mines would not be advantageous to be continued. The Spanish Government have also allowed the inhabitants to work on public lands, free from any kind of tax. A continuation of this privilege will exhaust both the mines and timber; without the least advantage to the public. On the other hand, if a heavy imposition is imposed, it may discourage the mining business; yet the man who can, with his pick and shovel, make his thirty, forty, and sometimes his hundred dollars per month, may well afford to pay a small tax to Government.

The country about the mines is broken, but not mountainous, and furnishes the best of land for cultivation, and streams of water sufficient for all kinds of water works. Grand river rises ten miles southwest of the Mine à Burton, and in its course forms nearly three parts of a circle round the mines, and loses its name in the Fouché Ranault, which is navigable to the Mississippi; they unite ten miles north of the Mine à Burton, and it is remarkable that, in forming this circle, its distance from the mines does not exceed fourteen miles in any one place. It also furnishes both land and water, of a superior quality, sufficient for eight or nine hundred families.

Thus situated, the time cannot be far distant when this country will furnish lead sufficient, not only for the consumption of the United States, but all Europe, if moderate encouragement is given by Government, and protection against the Osage Indians, who yearly plunder the inhabitants.

The mines on the waters of the St. Francis are capable of furnishing vast quantities of lead. The Mine à la Mott has been styled the gold mine, as descriptive of its wealth; and if under proper management would verify the observation.

From the annexed estimate it will be found that the gross produce of all the mines, now occupied, amounts to thirty-six thousand five hundred dollars. The whole number of workmen employed, including miners, smelters, wood-cutters, and carters, has not exceeded one hundred and fifty men, of which number one hundred and twenty

may be supposed to work four months, and the remaining thirty the year round. From this calculation, it will be found that each man employed in the business averages forty-three dollars per month.

To this may be added the increased value on one hundred and twenty thousand pounds weight, manufactured at the Mine à Burton, into shot and sheets, which makes the export valuation forty thousand and one hundred dollars per annum, the average produce for three years past. Admitting one thousand men to be employed the year round, at the different mines now known, and the quantity of lead produced to be in proportion to what is now obtained by one hundred and fifty men, a supposition by no means extravagant, the proceeds are found to amount to five hundred thousand dollars, and upwards. This calculation, perhaps, by some, may be deemed incredible; but the riches and extent of the mines justify the calculation.

An estimate of the produce of the several mines.

Mine à Burton, 550,000 lbs. mineral, estimated to produce 66 2-3, is	366,666 2-3 lbs.	
lead at \$5, is	-	\$18,333 33
To which add \$30 (on 120,000 lbs. manufactured) to each thousand, is	-	3,600 00
		\$21,933 33
Old mines, 200,000 lbs. mineral, estimated to produce 66 2-3, is	133,333 1-3 lbs. lead,	
at \$5 per cwt., is	-	\$6,666 67
Mine à la Mott, 200,000 lbs. lead, at \$5 per cwt., is	-	10,000 00
Suppose at all the other mines 20,000 lbs. lead, at \$5, is	-	1,500 00
		18,166 67
Total amount is,		\$40,100 00

When the manufacture of white and red lead is put into operation, the export valuation will be considerably augmented on the same quality of lead.

The following table will show the present population of the Mine à Burton, and its vicinity.

Division of Settlements.	Distance from Mine à Burton.	American families.	French families.	Whole number of inhabitants.
Mine à Burton, including several plantations, - - -	- - -	14	12	Suppose each family to consist of eight persons, the whole number will be seven hundred and twenty-eight souls.
Bellevue, - - -	10	20	-	
Old mines, - - -	5	-	15	
Grand river, - - -	12	30	-	
Total, - - -	-	64	27	

In June, 1799, when I removed my family to the Mine à Burton, the whole number of inhabitants settled on the Grand river and its waters did not exceed sixty-three or four persons, consisting of eight families.

N. B. Some late transactions, by order of the Governor of St. Louis, if valid, will entirely change the situation of the public property within ten miles of the Mine à Burton. Surveys of all the lands worthy of notice have been made, with an intention to include every spot of land supposed to contain mineral. These surveys amount to thirty or forty thousand acres, and have been made, except in a few instances, since the first of the present month.

The above observations and estimates are as accurate as the nature of things would admit, and the shortness of time I have had to collect information. All of which are submitted with respect.

FEBRUARY 13, 1804.

MOSES AUSTIN.

8th CONGRESS.]

No. 104.

[2d Session.

CLAIMANTS UNDER THE GEORGIA MISSISSIPPI COMPANY.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, NOVEMBER 30, 1804.

UNITED STATES OF AMERICA:

To the President and Members of the Senate, and to the Speaker and Members of the House of Representatives of said States, in Congress assembled, November, 1804, the memorial of the undersigned, in behalf of the holders of the title of the Georgia Mississippi Company, to lands lying within the Mississippi territory, most respectfully represents:

That, at the time when Congress saw fit to erect a Government within the Mississippi territory, by their act passed June, 1798, the claimants, represented by the undersigned, presented a memorial to the then President of the United States, setting forth the nature of their title, derived from the grantees of the State of Georgia, and laying claim to the lands contained within the limits of their grants; and, accordingly, the rights of individuals are expressly declared by said act to be unimpaired thereby; which memorial was afterwards laid before certain commissioners appointed by an act of Congress, passed the eighth day of May, 1800, for the purpose of treating with commissioners from the State of Georgia for the cession of said territory; by the seventh section of which act the rights of individuals to the soil are declared to be as valid as if said act had never been passed; and, by the tenth section of the same act, the said commissioners are authorized to receive from the claimants propositions for the compromise of their claims, and report the same to Congress, with their opinion thereon. In obedience to this law, the claimants, whom the undersigned represent, attended at the seat of Government, at a heavy expense, during the whole negotiation between the two Powers, and exhibited their claims to the commissioners of the United States, and entered a caveat with them, against the purchase of any part of the lands claimed by your memorialists; but at the

same time manifested their readiness to enter into a compromise and adjustment of their claims on reasonable terms, agreeably to the intentions of the act. The commissioners, however, from motives of prudence, declined to enter into a negotiation with the claimants, until they had finally completed the articles of cession with the commissioners of the State of Georgia; but constantly assuring the claimants, that proper regard would be had to their claims in the adjustment; accordingly, in the articles of cession they saw fit to reserve the right, on the part of the United States to appropriate five millions of acres of the ceded territory, or the proceeds thereof, for the purpose of compensating the claims not otherwise provided for, in the articles of cession; of the claims not so provided for, your memorialists aver, those under the act of Georgia of January, 1795, were specially and principally contemplated by the commissioners of the United States, and assented to by those of Georgia. As the treaty of cession required the ratification of the State of Georgia, and the commissioners of the United States chose to submit the same to the approbation of Congress, they deferred any further negotiation with the claimants until such ratification should be had; accordingly, at the session of Congress of 1802-3, the claimants again attended, and under the then existing law, exhibited to the commissioners their claims, and the derivation of their titles from the grantees of the State of Georgia, and after many communications between the commissioners and the claimants, certain propositions were made by the latter, but not acceded to by the former; upon which, at the end of the session they made their report to Congress, with their opinion of a compromise; which not being accompanied with the assent of the claimants, was not acted upon by Congress; but at the same time they passed another act, in which they made an appropriation of the five millions of acres for the purpose of compensating for such claims on said territory, as Congress should see fit to provide for, agreeably to the terms of the treaty; and by said act the Government again invited the claimants to make propositions of compromise to the commissioners, who were directed to report the same to Congress at their next session; and the claimants were therein called upon to record all the evidences of their titles in the office of the Department of State, at their own expense; in obedience to this act, they have, at great cost, recorded the evidences of their title, and attended the whole of the last session of Congress, ready to enter into the proposed compromise; but a bill introduced for the purpose of empowering commissioners to make a final adjustment with the claimants was postponed until the first day of the present session.

Your memorialists, therefore, again present themselves before Congress respectfully to declare their readiness to enter into a negotiation for a compromise of their claims, within the conditions and limitations of the cession of Georgia, with any commissioners who may be authorized thereto, reserving all their rights at law, in case the compromise should not be effected. This mode of compensating the losses, and extinguishing the claims on said territory, by compromise, your memorialists conceive to be congenial to the views and intentions of the Government of the United States, as expressed in the several acts above alluded to, and assented to by the State of Georgia in their act of cession, and has been so confidently relied on by the claimants, as a pledge of the public faith and honor, that they have hitherto looked to it as a certain resource for indemnity, and have patiently submitted to the heavy expenses with which its tedious progress has been attended.

Should Congress think it more for the interest of the United States, that the titles of the claimants, to their whole extent, should have a judicial decision, they humbly request that Congress would be pleased to pass an act directing the title of your memorialists to be submitted to the decision and final determination of the judges of the Supreme Judicial Court of the United States, agreeably to the principles of law and chancery; to such an act your memorialists will cheerfully submit.

They have hitherto forbore to make any display to Congress of the legal and equitable principles on which their title rests, as they had conceived that the Government of the United States, by their repeated public acts on the subject, had contemplated a different mode of settlement, and by repeatedly inviting the claimants to make propositions of compromise, had intended to merge all considerations of the original transactions by a mutual concurrence in such compromise but, as in the course of the public debates on this subject, and by the report of the commissioners, their title at law has been called into question, they have thought it expedient to lay before Congress a vindication of their title, and the principles and authorities upon which they should support it, in any of the established courts of law or chancery. And they have also endeavored to answer all the objections that they recollect to have been yet made against them. This vindication is now in the press, and the undersigned ask leave to present a copy thereof, when ready, to each member, who, by a full examination thereof, may be enabled to judge for himself, what mode of settlement it will be most for the interest of the United States to adopt—whether a compromise, the extent of which is limited by their own arrangements with their grantors, and by which the United States will certainly secure to themselves above thirty millions of acres of land; or a legal decision, by which the United States may lose that quantity, in the attempt to secure the additional five millions. The claimants are now ready to accede to either mode. If it should be said, that we may pursue our rights at law without the interposition of Congress; we answer, that to contend with the Government of their country is not only unpleasant to the feelings of very many of the claimants, but they are ready to acknowledge might be deeply injurious in its consequences; for, although under some of the monarchies of Europe, their humble subjects are indulged with “the petition of right,” under which, by the decrees of their judges in chancery, the hands of their sovereigns may be removed from the possession of the lands of their subjects, yet for the citizens of the American Republic no such right is recognized. If, therefore, from motives of policy, the Government of the United States shall see fit to hold these lands unalienated for a century to come, the claimants, during that period, must remain without remedy, except by actual entry, in hostility to the claims of the nation: they could recover possession by judgment of law, only lot by lot, as the Government may see fit to dispose of them; a circumstance, which must involve them in a multiplicity of law suits, for time immemorial, the expenses and delay of which would probably be more ruinous to them than the loss of their property in the first instance. *“The delay of justice is its denial.”*

It is, therefore, to the magnanimity and high sense of honor and justice, which govern the measures of the American republic, that they confidently appeal, and cannot doubt, that, under the influence of these virtues, Congress will feel it right to adopt one or other of the two methods above proposed for the immediate settlement of their claims. In all events, your memorialists most respectfully and earnestly pray, that Congress will come to some definitive resolution on the subject, that the claimants may no longer be exposed to a fruitless and expensive pursuit of what they conceive to be their rights.

And, as in duty bound, shall pray your memorialists,

PEREZ MORTON, } *Agents of the holders of the Georgia*
GIDEON GRANGER, } *Mississippi Company's purchase.*

8th CONGRESS.]

No. 105.

[2d SESSION.]

TIME EXTENDED FOR REGISTERING TITLES TO LANDS SOUTH OF TENNESSEE
DERIVED FROM THE STATE OF GEORGIA.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, DECEMBER 4, 1804.

Mr. CLARK made the following report:

The committee appointed to inquire into the expediency of extending the time for claimants to lands under the State of Georgia, lying south of the State of Tennessee, to register the evidences of their titles with the Secretary of State, submit the following report and resolution:

It appears to your committee that, on the 3d day of March, in the year 1803, a law passed the Congress of the United States, entitled "An act regulating the grants of land, and providing for the disposal of lands of the United States, south of the State of Tennessee;" in the eighth section of which, lands are appropriated for the satisfaction of claims recognized by the articles of agreement and cession between the State of Georgia and the United States, and for satisfying, quieting, and compensating such other claims to lands of the United States, south of the State of Tennessee, not recognized by the said articles of agreement; and which were derived from any act, or pretended act, of the State of Georgia, which Congress may think proper to provide for; with a proviso, that no other claims shall be embraced by the said appropriation but those, the evidences of which shall be on or before the first day of January next, after the passing of the said law, recorded in books kept for that purpose in the office of the Secretary of State.

A period of not quite ten months, the time allowed for registering claims under the said law; a period so short, as to admit the probability of its elapse, without being known to all the claimants, in time to avail themselves of its provision; and it actually appears to your committee, there are claims to lands not registered under the said law, which were derived from the State of Georgia near to the year 1795, and to which there may be no objection to the manner in which they were acquired, and may entitle the owners to a compensation out of the land reserved by the said articles of agreement and cession between the State of Georgia and the United States.

Therefore, Resolved, That it is the opinion of your committee, that the further time of — months ought to be allowed to claimants to lands under the State of Georgia, south of the State of Tennessee, to register the evidences of their titles with the Secretary of State of the United States.

8th CONGRESS.]

No. 106.

[2d SESSION.]

CLAIM OF THE UNITED STATES TO LANDS IN TENNESSEE.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, JANUARY 8, 1805.

Mr. BRADLEY, from the committee to whom was referred the bill entitled "An act declaring the assent of Congress to an act of the General Assembly of the State of North Carolina," with instructions to inquire what have been the acts of the State of *North Carolina and Tennessee*, in relation to the lands claimed by the United States, within the State of Tennessee, made the following report:

That it had not been in the power of the committee to possess the advantage of the statute laws of the State of Tennessee; that, on as strict examination as the committee had been able to make of the laws of North Carolina, they submit the following digest, which, in their judgment, comprises the most material doings of that State in relation to the subject.

In April, 1782, an act passed "*For the relief of the officers and soldiers in the continental line*," in which the State engaged to each officer and soldier a certain quantity of land apportioned to the respective grades in the line, and appointed commissioners to examine, and superintend the laying off the land in one or more tracts.

In April, 1783, an act designated the land on which the officers and soldiers might enter and survey, and bounded the same as follows, to wit: "*Beginning in the Virginia line, where Cumberland river intersects the same; thence, south fifty-five miles; thence, west to the Tennessee river; thence, down the Tennessee to the Virginia line; thence, with the said Virginia line, east, to the beginning*;" and by the same act allowed the officers and soldiers the term of three years, from the first day of October, then next, to secure their land, and prohibited all other persons from making entries thereon, during the said term, except certain settlers on Cumberland river, and empowered the Secretary of State to issue warrants of survey; and, at the same time, designated what lands the Cherokee Indians should have and enjoy, and declared all entries, grants, or purchases made of their lands to be utterly void.

In October, 1784, an act provided that in case the tillable land within the boundaries laid off for the officers and soldiers of the continental line should be insufficient to satisfy their claims; the deficiency should be made up on any unappropriated lands within the State.

In November, 1785, an act passed the Legislature, granting a further time of eighteen months for the completing of surveys, as well for all persons who had entered lands with any of the entry takers, as for all warrants granted by the Secretary of State to the officers and soldiers of the continental line, previous to the passing of said act; and at the same session, by a subsequent act, appointed commissioners to liquidate the accounts of the officers and soldiers of the continental line, and directing that the commissioners should sit as a board the first ten days in April, May, and June then next, and no longer, and that all accounts which should not be exhibited within that time should be forever thereafter of no effect.

In November, 1786, an act passed, allowing a further time of two years, from and after the expiration of the limitation by law then existing, to complete the surveys west of the Apalachian mountain, and twelve months to the officers and soldiers of the continental line; and the further time of two years for registering military grants.

Thus stood the law in the State of *North Carolina*, when, in November, 1789, the Legislature passed an act to authorize, empower, and require certain persons therein named, to execute a deed or deeds, on the part and behalf of said State, conveying to the United States of America all right, title, and claims, which the said State of *North Carolina* then had to the sovereignty and territory of the lands now comprehended within the State of *Tennessee*, upon certain express conditions, and subject thereto; among which conditions, the following appear only to be material in the present question, to wit:—"That the lands laid off, or directed to be laid off, by any act or acts of the General Assembly of this State, for the officers, and soldiers thereof, their heirs and assigns, respectively, shall be and endure to the use and benefit of the said officers, their heirs and assigns, respectively; and if, the bounds of the

said lands already prescribed for the officers and soldiers of the continental line of this State shall not contain a sufficient quantity of lands fit for cultivation, to make good the several provisions intended by law, that such officer or soldier, or his assignee, who shall fall short of his allotment or proportion, after all the lands fit for cultivation within the said bounds are appropriated, be permitted to take his quota, or such part thereof as may be deficient, in any other part of the said territory, intended to be ceded by virtue of this act, not already appropriated. And where entries have been made agreeable to law, and titles under them not perfected by grant, or otherwise, then, and in that case, the Governor for the time being shall, and he is hereby required to perfect, from time to time, such titles, in such manner as if this act had never been passed; and that all entries made by, or grants made to, all and every person and persons whatsoever, agreeable to law, and within the limits hereby intended to be ceded to the United States, shall have the same force and effect as if such cession had not been made; and that all and every right of occupancy and pre-emption, and every other right reserved by any act or acts to persons settled on and occupying lands within the limits of the land hereby intended to be ceded, as aforesaid, shall continue to be in full force in the same manner as if the cession had not been made, and as conditions upon which the said lands are ceded to the United States. And further, it shall be understood that if any person or persons shall have, by virtue of the act entitled "An act for opening the land office for the redemption of specie, and other certificates, and discharging the arrears due to the army," passed in the year 1783, made his or their entry in the office usually called *John Armstrong's* office, and located the same to any spot or piece of ground, on which any other person or persons shall have previously located any entry or entries, that then, and in that case, the person or persons having made such entry or entries, or their assignee, or assignees shall have leave, and be at full liberty, to remove the location of such entry or entries to any lands on which no entry has been specially located, or any vacant lands included within the limits of the lands hereby intended to be ceded: *Provided*, that nothing herein contained shall extend, or be construed to extend, to the making good any entry or entries, or any grant or grants, heretofore declared void by any act or acts of the General Assembly of this State."

On the 25th day of February, 1790, Samuel Johnson and Benjamin Hawkins, then being Senators in Congress from the said State, by virtue of the power and authority given to them in and by said act, by their deed of that date, conveyed to the United States all right, title, and claim which the said State of North Carolina had to the sovereignty and territory of the lands now called Tennessee, on the conditions mentioned in the said act. At the same session in which the session act was passed, in 1789, a law passed giving a further time of three years for surveying all lands entered in the office of John Armstrong, and for all military warrants issued by the Secretary of said State, and all pre-emption rights in the district of *Mero*.

In December, 1791, a law passed, declaring all grants for lands entered in the Land Office, which had not been registered within the time before allowed by law, should be allowed two years after the passing of said act, to register the same; and in the same session made it the duty of all persons, who entered lands in the entry taker's office to pay the purchase money to the Treasurer, and take his receipt for the same. And in November, 1795, declared all entries for lands where the purchase money had not been paid to the Treasurer agreeably to law, null and void. And all entries then in future to be made for a greater quantity than three hundred acres, where the purchase money should not be paid within six months from the date of such entry; and, if a less quantity, twelve months from the date of such entry; all such entries void, and of no effect.

In November, 1796, an act was passed providing that the clerks of the county courts, where the books of the entry takers were in their possession, should issue warrants of surveys by order of the court, and declaring that the lands then lying in the counties of Wilks, Burke, and Buncombe, which might have been entered with the entry taker of Washington and Green, in the State of Tennessee, should not be surveyed, until it should be proved in the manner therein provided, that the purchase money for the lands claimed had been paid; and by the same law allowed a further time of twelve months, from and after the rising of that Assembly for the payment of the purchase money to the Treasurer of all lands before entered, even where the entries had lapsed and become void under the operation of the then existing laws; and, by the same act, all entries of lands that had been made since the 15th day of November, 1797, [1787] unless surveyed as therein directed, and grants procured thereon on or before the first day of January, 1799, were declared utterly void and of no effect; and providing also, that in all future entries, unless the person claiming the same should complete his title, by taking out a grant for the same within two years from the date of such entry, the same should become utterly null and void, and the land so entered should be deemed vacant land, saving, however, entries west of Pigeon river, in Buncombe county; warrants for military lands, and warrants for lands entered in John Armstrong's office, &c.; and by a subsequent law, the same session empowered the Secretary of State, at any time before the Congress of the United States should open an office for the sale of their lands, within the bounds prescribed, for the officers and soldiers of the late North Carolina line of continental troops, to issue new grants to such officers and soldiers, whose former grant covered lands which had been before granted, and directed the manner of proceeding therein; and provided further for issuing new warrants, where the former warrants had been lost, and prohibited the issuing of grants and warrants from the office of John Armstrong, unless it was proved that the purchase money had been paid.

In November, 1797, an act passed for the limitation of land entries, the first section of which is in the following words: "That all lands heretofore entered with any entry taker in this State, and which have not been paid for, and all lands which shall be so entered in the course of the present year, and shall not be paid for, shall continue and remain the property of the enterers, their heirs or assigns, so far as an entry, without the payment of the purchase money to the State, and without obtaining a grant, may be held to vest a title in the same; nor shall any such entries become void, nor shall the lands so entered revert to the State until the last day of December, 1798, at which time, and on which day, it is hereby expressly enacted and declared, that all entries now made, or which shall be made up to the time aforesaid, that is to say, that all entries now made and which shall be made up to the close of the year 1797, and which shall not be paid for, shall become null, void, and of no effect, to all intents and purposes; and the lands which may have been so entered and not paid for, shall, on the first day of January, 1799, be considered as having reverted to the State, and, as being vacant, shall be liable again for any person to enter and secure the same; and in like manner it shall happen yearly and every year, that is to say, it shall be considered that all lands entered in 1798, otherwise on the first day of January, 1800, such entries shall lapse, and the lands shall revert to the State, and shall be liable to be entered again by any person wishing the same in common with other vacant and unappropriated lands, the lands entered in such preceding year, being in any event to be paid for in the following or succeeding one, otherwise, and in case of failure, all such entries shall become and shall be held as being null, void, and of none effect whatsoever. And by the third section of the same act, the operation of all acts or clauses of acts which came within the purview and meaning thereof, are suspended until the first day of January, 1799; and by a subsequent act of the same session suspended the issuing of military warrants or grants by the Secretary, and all grants or warrants from the office of John Armstrong, for the space of one year from the rising of that Assembly, and appointed a board of commissioners to detect frauds and forgeries committed in obtaining military warrants, and for bringing to punishment all persons concerned therein, as well officers of the Government as all others.

In November, 1798, an act passed prohibiting the issuing of duplicate warrants, and giving a further time until the first day of January, 1800, to all enterers of lands since the 15th day of November, 1777, to accomplish their surveys, and perfect their titles; and allowed a further time to all entries of lands made between the 8th day of February, 1795, and the first day of January, 1798, until the first day of October then next, to pay the purchase money to the State, and declaring all such as were not paid by that time null and void, and should be deemed lapsed entries; and by a subsequent act, the same session, constituted the Judges of the superior courts of law, and courts of equity, or any three of them, a court of patents, with power to repeal, vacate, and make void all such grants or patents as appeared to be made against law, or obtained by fraud, surprise, or upon untrue suggestions; and the same session repealed the appointment of Colonel Martin Armstrong, surveyor, and discontinued his office at Nashville, and appointed a board of commissioners to investigate the frauds suggested to have been committed in the Secretary's office, in obtaining land warrants for military services, and in obtaining warrants from the office lately kept by John Armstrong, and in obtaining grants or warrants in either of the above cases, and suspended all further issuing of warrants by the Secretary, until the Assembly should order otherwise.

In November, 1799, an act was passed, reciting that, whereas many frauds were suggested to have been committed in the Secretary's office, the Governor for the time being was therein empowered to issue a commission to the judges, empowering them to hold a special and unusual court, as therein pointed out, for the trial of such persons as shall or may be apprehended for or on account of their having committed, or been concerned in, the commission of frauds in the Secretary's office, or in the office of John Armstrong, or Martin Armstrong, in the fraudulent issuing, procuring, receiving, or transferring land warrants, or in the fraudulent issuing, receiving, or procuring grants on such warrants, at any of the said offices; and by a subsequent act of the same session, directed all military warrants to be cancelled, which had issued to officers and soldiers, where it appeared from the muster roll such officer or soldier had served for so short a time as not to be entitled to so large a quantity of land as expressed in the warrant, and new warrants to issue corresponding with the time of service, and prohibited the issuing any grant, or any warrant where the officer's or soldier's name, in whose favor the warrant issued, did not appear on the muster roll, unless specially authorized by the General Assembly, or where they had been reported as just by a former board of commissioners.

In November, 1800, an act passed to allow all persons who had made entry of lands since the first day of January, 1799, until the day previous to the meeting of the next annual General Assembly, to pay the purchase money to the State, till which day it should not be deemed a lapsed entry. And by a subsequent act of the session, for the purpose of perfecting the titles of the officers and soldiers of the continental line of that State, in the fourth section it is enacted, "that all claims for lands by the officers and soldiers of the continental line of this State, during the Revolutionary war with Great Britain, and all demands for the same which shall not be applied for, and received either by the person who performed the service, his heirs or assigns, before the first day of December next, shall be forever thereafter barred, and no military land warrant shall issue after the time aforesaid, on any account whatever, any law, usage, or custom, to the contrary notwithstanding."

In November, 1801, an act passed, extending the time on all *bona fide* entries of lands made previous to the first day of January, 1798, and which had been paid for until the first day of December, 1802, to have said lands surveyed and returned into the Secretary's office, and declaring all such lands not surveyed, and returned into the Secretary's office, by the day aforesaid, to be void, and lapsed lands to the State; and all lands so surveyed, and returned as aforesaid, where the claimant thereof shall not cause the same to be perfected into grants, before the first day of January, 1804, the same is declared null and void, and lapsed lands to the State; and by a subsequent act of the same session, the fourth section of the act passed in November, 1800, is repealed, and all claims for lands by the officers and soldiers of the continental line, which shall not be applied for, and received before the first day of January, 1803, are declared to be forever barred, and no military warrants to issue after that time on any warrant whatever.

Thus far the committee have been able to present to the view of the Senate a very short statement of the acts of the State of North Carolina, to the year 1802; from that period to the present the committee have not been possessed of sufficient documents to make a correct statement on that subject.

They submit the following amendment to the bill declaring the assent of Congress to an act of the General Assembly of the State of North Carolina.

At the end of the bill, insert the following:

Provided, That nothing contained in this act shall be construed in any manner to affect or impair any right whatever, which accrued to the United States in virtue of an act of the General Assembly of North Carolina, entitled "*An act for the purpose of ceding to the United States of America certain western lands therein described.*"

[The following is the act to which it is proposed to give the assent of Congress.]

An act to authorize the State of Tennessee to perfect titles to lands reserved to this State by the cession act.

Be it enacted by the General Assembly of the State of North Carolina, and it is hereby enacted by the authority of the same, That, upon this act being agreed to, and ratified by the State of Tennessee, as an agreement between this State and the said State of Tennessee, and upon the assent of Congress being obtained thereto, the said State of Tennessee shall have full power and authority, and is hereby vested with full power and authority, to issue grants, and perfect titles to all claims of land lying in the said State, which, under and agreeably to an act entitled, "*An act for the purpose of ceding to the United States of America certain western lands therein described,*" passed by the Legislature of this State in the year 1799, remained and were reserved by the said act, to be issued and perfected by this State, in as full and ample a manner as the State of North Carolina possessed the same, under the following conditions and restrictions:

That no grant shall be issued by the said State for any lands which, by the aforesaid act, and the laws of this State then in force, or made in pursuance thereof since the passing of said act, might not have been issued by this State. Nor shall any grant be valid, but those issued on *bona fide* claims, and within the provisions and reservations of the before recited act, and such as would have been valid, if the same had been issued by this State, under the act aforesaid, and the laws then in force, and such as have been since made in pursuance of such act of cession.

That in entering and obtaining titles to lands, no preference shall be given to the citizens of Tennessee over citizens of any other State, claiming under this State; nor shall any occupancy or possession give preference in entering or obtaining titles, so as to injure or take away the right of any person now claiming by entry, grant, or otherwise, under this State.

That no grant shall issue to Martin Armstrong, or his deputies, or any person or persons claiming under him or them, for any services as surveyor, until a final settlement between the State of North Carolina and the said Armstrong shall be made; after which grants shall issue for such lands as he may be entitled to.

That this State reserves, exclusively, the right of issuing military warrants.

In issuing grants on military warrants, entries made in Martin Armstrong's office, until he was suspended by this State, shall be preferred, and next to those, the entries which have been made in the office of William Christmass, who is hereby continued and confirmed as the surveyor of the lands on all entries on the entry taker's books in his possession not heretofore surveyed, during his good behavior. Also, that John Brown be continued and confirmed as the surveyor of the lands in the eastern district, in room of Stokely Donelson, during his good behavior. That the said William Christmass and John Brown enter into bond in the sum of five thousand pounds each, with sufficient security, payable to the State of Tennessee, for the faithful discharge of the duties reposed in them.

That the Secretary of this State shall continue to issue grants upon all surveys returned, or that shall be returned to his office, before the ratifications of this agreement or compact between the two States by the State of Tennessee.

And in order that the State of Tennessee may possess the information necessary to the detection of fraud in obtaining claims and grants to lands lying in that State; and for the purpose of facilitating the execution of good titles, all warrants and plats upon which grants shall not have issued, at the time of the ratification of this compact by the State of Tennessee, shall be delivered to any agent or agents of that State, duly authorized for that purpose; and that the agent or agents of the said State be permitted to take copies of all grants, or any other paper or papers which concern the land claims within the State of Tennessee, in the Secretary's office of this State; and notwithstanding such copies may be received as legal evidence in the State of Tennessee, it is always to be understood as a provision, that any transcripts from the said office of this State shall, at all times hereafter, be received as evidence in the said State of Tennessee.

That so much of this act as relates to the taking of copies by the agent or agents of Tennessee, from the Secretary's office, shall take effect from the passage hereof; *Provided*, That none of the said copies shall be removed or taken out of the office of the Secretary, until the Governor of this State shall be notified by the Governor of the State of Tennessee, of the ratification of this act on the part of the State of Tennessee, and until the Governor shall also receive a notification of the assent of the Congress of the United States being obtained thereto.

That, in taking transcripts by the agent or agents of Tennessee from the said offices, the books and papers so to be transcribed shall always be under the care of the Secretary of this State; and that, as a compensation for such care and trouble, the State of Tennessee shall pay the said Secretary six hundred dollars, in two instalments: the first instalment of three hundred dollars, to be payable within six months after the ratification of this act on the part of the State of Tennessee; and the second instalment, whenever the said State of Tennessee shall procure, by its agent or agents, transcripts of the grants issued by the State of North Carolina for lands lying in the State of Tennessee, as aforesaid, and such other papers as he may deem necessary relative to the landed property of said State.

Read three times, and ratified in General Assembly, the 22d day of December, A. D. 1803.

JO. RIDDICK, S. S.
S. CABARRUS, Sp. H. C.

Copy from the original.

Test: WILLIAM WHITE, Secretary.

8th Congress.]

No. 107.

[2d Session.]

LANDS IN WAYNE COUNTY, INDIANA.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, ON THE 17th of JANUARY, 1805.

To the Honorable the Senate and House of Representatives of the Congress of the United States of America, the memorial of the citizens residing in the county of Wayne, Indiana Territory, humbly sheweth:

That a large majority of your memorialists are the lineal descendants of the ancient French, who, at an early period emigrated to, and settled in, this ill-fated country, then a part of the province of Canada, and under the Government of France. Subsequent revolutions have placed us, their descendants, under the Government of the United States, and elevated us to the rank of free citizens. The latter change in government was pleasing and highly gratifying to your memorialists. We flattered ourselves that, under the equitable and humane Government of the United States, not only our personal liberty would be secured to us and our children, but that our rights to property, both real and personal, would have been recognized and permanently established upon liberal principles. But, alas! little did we then expect that the entire sacrifice of our plantations, farms, and valuable improvements, which we had acquired either by descent from our ancestors, or by purchase, industry, hazard, and fatigue, would have been demanded as the stipulated price of our freedom. The present crisis in our affairs is peculiarly alarming, and awakens in us sensations not easily described. We are sensible that on the fate of this memorial hangs suspended our future destiny, and that the decision of Congress will either establish our happiness, or seal our ruin. The late act of Congress, providing, amongst other things, for the inquiry into titles, and for the disposition of public lands in this district, as it now stands, but too plainly informs us of our danger; but our hopes still rest on the mercy of Congress, and that, upon a full and candid disclosure of our situation, our rights, titles, claims, and pretensions to our farms, which have descended to us, or which we have purchased, cultivated, and improved, that act will again be taken under consideration, and that amendments and such further provisions will be made therein as may be necessary fully to embrace our improvements, by granting to us, respectively, the land, to a reasonable extent, whereon they are made; when Congress are informed that it is rare to find any one claim, by virtue of an improvement thereon made, to exceed two, three, or four acres in front, by about forty acres in depth, it is hoped the prayer of your memorialists will be considered reasonable, especially as more than half of each tract of land so claimed is of little value, being marshy, and the residue rendered valuable but in consequence of our improvements.

In addition to the titles to land in this district, recognized by the late act above referred to, your memorialists beg permission to bring before Congress, for consideration, the following description of claim, and humbly pray that a law may be passed confirming the claimants and their heirs in the same:

1st. Claimants under certificates issued by the commandant of the post of Detroit, under the French Government, therein designating the land, and to whom given; but upon which certificates or grants no patents were issued by the Governor General, arising either from the neglect of the then holders, the dangers and difficulties that then existed in the province, or the sudden and unexpected change of Government.

2d. Claimants by virtue of actual improvements, commenced under the French Government, in pursuance of gifts, grants, or sale of the land, by the Indians, to the individuals making the improvements.

3d. Claimants to farms and plantations, in pursuance of actual and continued improvements, commenced during the time this district was under the British Government, and prior to the post of Detroit being surrendered to the United States. In regard to the claims last mentioned, your memorialists beg leave to observe that such of your memorialists as fall within this description, or those under whom they claim, commenced their improvements, on which the claims are predicated, and prosecuted the same, under the sanction of the British Government, manifested by the approbation and encouragement of their agents, the respective commanding officers of this post, and under the express authority of the Indians, who importuned your memorialists to settle upon the land they now occupy, and, generally, in consequence of an actual purchase made of said Indians. During the period this district was possessed by Great Britain, encouragement was held out to all persons who would settle upon and improve waste or new lands, by promising to each person a deed for the tract of land he should improve, to a reasonable extent; which promises, so made, have been uniformly made good in the province of Canada, adjoining us, by the British Government, and patents accordingly issued.

And furthermore, claimants by virtue of actual improvements, made since the post was delivered up to the United States. It is hoped that such of your memorialists as fall under this description will not be wholly forgotten; but that the right of pre-emption, at least, may be extended to us; as many of your memorialists have erected mills, and made many other valuable improvements, the better to accommodate the country at large, tending much to enhance the value of the public lands in the neighborhood. We acted under the impression that Congress would equally extend to us this right, which has been extended to the inhabitants of the Ohio country, and whose pretensions to favor were not, we humbly conceive, superior to ours.

Your memorialists further solicit the attention of Congress in favor of the claims set up by the citizens of Detroit to the commons or domains adjoining said town; and that the same, by law, may be confirmed to them, their heirs, and successors, with power in said corporation to make sale of a part, to accommodate persons with lots for building, and to regulate the use of the residue. We state, as a fact, generally believed in this country, and confirmed by many aged persons now living in this district, that a grant was made by the French Government, at the time said town was laid out, vesting and confirming in the then inhabitants, their heirs, and successors, both the ground plat of said town and the commons, which have ever since been held, used, and enjoyed, as such, by the inhabitants, to the exception of some unwarrantable encroachments by individuals upon the same. But, unfortunately for the citizens of said town, neither the grant itself, nor the record thereof, can now be found; the grant being either lost, or wrongfully withheld, and the record removed to places without the district, and wholly unknown to your memorialists.

Having briefly mentioned the nature of our claims and titles, we request the indulgence of Congress in favor of some remarks, which we consider of consequence, as tending to show the equity of our prayer.

By the second article of the treaty of amity, commerce, and navigation, entered into between the United States and Great Britain, express provision is made, thereby granting to the inhabitants then residing within the limits of this post or district, with others, the full and absolute possession and enjoyment of their rights, privileges, and property, of every description. We humbly conceive that, by that article of the treaty, the object of our prayer is fully embraced, and that, upon a fair and liberal construction, the quiet and peaceable possession of our farms and plantations, as well as our personal property, is insured to us; the one being equally a known and acknowledged property, in the possessor under the British Government, as the other; and we humbly conceive the British Government put this construction upon that article of the treaty, in evidence of which we have only to instance their late proceedings in the province of Upper Canada, adjoining, where, in every instance, they have confirmed to the possessor and his heirs his improved land, previously held and enjoyed under the same tenure with your memorialists. And we beg leave further to remark, a circumstance entitled to consideration, that this settlement was commenced and prosecuted, both under the French and English Governments, till the year —, subject to the hardships of the feudal tenure; the customary fines of alienation and quit-rents were uniformly exacted and paid till released by the latter Government, and then only in consideration of services rendered that Government upon public works, and under requisitions made upon your memorialists.

We further state, for the information of Congress, a fact well known in this district, and easily proved, that, at the treaty of Greenville, General A. Wayne, the commissioner authorized on the behalf of the United States to treat with the Indians, did expressly stipulate and engage to and with the Indians, that the Canadian farmers, by them settled within the cession, including Detroit, should never be molested or otherwise disturbed in their possessions; but, on the contrary, that the United States would forever maintain to them, their heirs, and assigns, the quiet and peaceable possession of their farms, possessions, and improvements, which promise, solemnly pledged by General Wayne, was the motive and consideration which led the Indians to make this cession to the Government. It is a matter of surprise to your memorialists how a promise so material should have been omitted by General Wayne, when the treaty was drawn for execution; but, whether the omission was accidental or designed, that circumstance ought not, in equity, to prejudice your memorialists, for whose protection and benefit it was expressly intended. Neither do the Indian chiefs who signed that treaty consider the treaty as vacating the obligation on Government to fulfil it: it is the belts of wampum exchanged that constitutes a treaty with them, and to those belts, which are carefully preserved, will they resort to solve difficulties, should any arise, and not to the writing, which they cannot understand.

Your memorialists beg leave further to state that the time allowed to persons claiming lands, &c. in this district, within which they are required to exhibit their claims, register their patents, deeds, &c. is not sufficiently extended to enable claimants, generally, to comply with the provisions of the law. The removal of public offices and records, on change of Government, and, in several instances, of title papers, previously deposited in those offices for safe keeping, renders it difficult for your memorialists to comply with the act, and, in many instances, it is impossible to do it within the time limited. We further state that it is out of our power to comply with that provision in the law requiring us to exhibit a plat and survey of the land claimed, together with the claim. It is seldom that surveys have been complete; neither has it been a practice to give plats, when the surveys were made; nor can your memorialists now obtain such plats, &c. there being no person in this country willing to undertake it in whose skill we can confide. Your memorialists, therefore, pray that so much of the act as requires the exhibition of such plats, &c. may be repealed.

The majority of your memorialists, being wholly unacquainted with the English language, find it difficult to transact their business in the land office, for want of knowledge of the law, &c. It is hoped that Congress will, by law, make provision for the appointment of a suitable person, whose duty it shall be to translate as well as interpret for your memorialists, in all transactions wherein they may be concerned on settlement of titles of land.

And, lastly, we, your humble memorialists, do earnestly solicit Congress to extend to their unfortunate and distressed country the tender and soothing voice of mercy. Our lot has been peculiarly hard—that of a frontier, subject to all the evils unavoidably incident to such a situation. It was the fortune of birth, not choice, that fixed our lot in this country. A natural increase of population obliged us to extend our settlement, to acquire means of subsistence, not in opposition to any known law, but by consent and encouragement of the then owners and possessors of the soil, did we become farmers. Our brethren living at Vincennes and the Illinois country have participated liberally in the bounty of our Government. We, therefore, having endeavored with candor to state our situation, our rights, and pretensions, now cheerfully resign ourselves to our fate, fully relying upon the mercy of Congress, not being conscious of having done voluntarily any thing that merits severity.

And, as in duty bound, will ever pray, &c.

FRANCOIS C. JONCAIRE, and others.

8th CONGRESS.]

No. 103.

[2d Session.]

LAND CLAIMS IN THE MISSISSIPPI TERRITORY.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, JANUARY 18, 1805.

Mr. DANA made the following report:

The Committee of Claims, according to order, have considered the representation from sundry citizens of Massachusetts, purchasers under the Georgia Company, and the memorial of the agents for persons composing the New England Mississippi Land Company, purchasers under the Georgia Mississippi Company, with the memorial of the agent for sundry citizens of South Carolina, purchasers under the Upper Mississippi Company; and thereupon submit the following report:

Articles of agreement and cession between the United States and the State of Georgia were signed by their respective commissioners, on the 24th day of April, 1802, and communicated to the seventh Congress, during their first session. By the first article, the State of Georgia ceded to the United States all the right, title, and claim of that State to the jurisdiction and soil of the lands within the boundaries of the United States, situate south of the State of Tennessee, and west of a line running from the southern limit of the United States, up the river Chattahoochee, along its western bank, to the Great Bend thereof, next above the mouth of the "Uchee" creek; thence directly to Nickajack, on the river Tennessee; then crossing this river; and thence running up the same along its western bank, to the southern boundary line of the State of Tennessee; upon certain conditions therein expressed.

The preceding agreement received the assent of the Legislature of Georgia, on the — day of —, 1802, according to the tenor of the third article; and all the beforementioned lands are now comprised within the limits of the Mississippi territory, in virtue of an act of Congress of the 27th of March, 1804.

The second condition of the first article before mentioned recognized the claims of actual settlers under such British or Spanish grants as were legally and fully executed before the 27th day of October, 1795, and also the claims derived from survey or settlement under the act of Georgia, called the Bourbon act.

The third condition contained a provision which reserved, to be disposed of or appropriated by the United States, a portion of the lands not exceeding five millions of acres, or the proceeds of the same, or any part thereof, "for the purpose of satisfying, quieting, or compensating for claims other than those before recognized." But it was understood that the United States should not be at liberty to cede any part of the said lands on account of such other claims, nor to compensate for the same, unless an act of Congress making such disposition or appropriation should be passed within one year after the assent of Georgia to the boundary established by the agreement.

An act of Congress "regulating the grants of land, and providing for the disposal of the lands of the United States, south of the State of Tennessee," was approved on the 3d day of March, 1803. The first section of this act provided for confirming to residents their claims to lands actually cultivated and inhabited, for which the British Government of West Florida, or the Spanish Government, had issued warrants or orders of survey, before the 27th of October, 1795.

The second section provided for confirming to heads of families, under the limitations therein mentioned, such tracts of land as were actually inhabited and cultivated by them in the year 1797, when the Mississippi territory was evacuated by the Spanish troops.

The third section granted to heads of families a right of pre-emption, with respect to lands inhabited and cultivated by them at the time of passing the act.

The sixth section authorized the appointment of commissioners with special powers in relation to claims; under the three first sections of the act; and also made provision for ascertaining and clearly establishing the claims recognized by the second condition before mentioned.

The eighth section appropriated so much of the reserved five millions of acres, as might be necessary to satisfy the claims not recognized by the preceding agreement, which were embraced by the two first sections of the act, or derived from British grants for lands not regranted by the Spanish Government; and also contained the following appropriation: "So much of the residue of the said five millions of acres, or of the net proceeds thereof, as may be necessary for that purpose, shall be, and is hereby, appropriated for the purpose of satisfying, quieting, and compensating for such other claims to the lands of the United States south of the State of Tennessee, not recognized in the abovementioned articles of agreement, and which are derived from any act or pretended act of the State of Georgia, which Congress may hereafter think fit to provide for: *Provided, however*, that no other claims shall be embraced by this appropriation but those the evidence of which shall have, on or before the first day of January next, been exhibited, by the claimants, to the Secretary of State, and recorded in books to be kept in his office for that purpose, at the expense of the party exhibiting the same, who shall pay to the person employed by the Secretary of State, for recording the same, at the rate of twelve and a half cents for every hundred words contained in each document thus recorded."

The same section also contained a clause excluding from admission in any court of the United States every grant, deed, conveyance, or other written evidence of any such claim, unless so exhibited and recorded; with a proviso that nothing therein should be "construed to recognize or affect the claims of any person or persons to any of the lands above mentioned."

The present applicants are holders of claims alleged to be derived from the State of Georgia, under an act of the 7th of January, 1795, passed by the Legislature of that State.

A subsequent Legislature passed an act of the 13th of February, 1796, stating various objections, including charges of fraudulent and corrupt practice, with respect to the preceding act, and enacting that the same be declared void; that the grants, rights, or claims, derived therefrom, be annulled; that the records and documents thereof be expunged from the public books; and that the act be publicly burnt.

These conflicting acts present a general question of serious moment, on which the committee abstain from expressing a decided opinion. It is not the object of the present applications that Congress should decide the question of strict title, as originally claimed under the beforementioned act of 7th January, 1795.

The petitioners request a settlement of their claims, on terms compatible with the articles of agreement before mentioned. At the same time, it is proposed, as an alternative, that the whole question of title may be submitted, finally, to judicial decision. The general provisions of the existing laws of the United States do not authorize the institution of any process on the part of the claimants, whereby such a proposition could be carried into effect. And, perhaps, it might be questioned whether a special provision for this purpose would be conformable to the spirit of the agreement with Georgia. It is not suggested that any proceedings of the Government of the United States have encouraged an expectation that such provision would be made.

The remaining inquiry relates to a settlement of claims by compromise. This is the known object of the present applications; and the committee of claims have considered it incumbent on them to attend to the proposition for compromise, which has thus been referred to them by the House.

According to the agreement with Georgia, the reserved five millions of acres constitute the whole fund applicable to any such purpose. What portion of this fund will be requisite for satisfying the claims specially provided for by the two first sections of the act of Congress of the 3d of March, 1802, the committee have not been able to determine. From the residue, however, whatever the same may be, it is prayed that a compensation may be made on account of the claims of the present applicants.

Some of these claims are known to relate to lands within a portion of territory to which there has been a claim on the part of the United States and of Georgia. The act of Congress of the 7th of April, 1798, which authorized the establishment of a Government in the Mississippi territory, as therein described, made provision for the appointment of commissioners to adjust and determine, with such commissioners as might be appointed under the legislative authority of the State of Georgia, all interfering claims of the United States, and that State, to the territory; and also to receive proposals for the relinquishment or cession of the whole, or any part, of the other territory claimed by the State of Georgia, and out of its ordinary jurisdiction. A supplementary act of the 10th of May, 1800, authorized the commissioners, on the part of the United States, finally to settle, by compromise, with the commissioners on the part of Georgia, any claims mentioned in the act of the 7th April, 1798; and to receive, in behalf of the United States, a cession of any lands therein mentioned, or of the jurisdiction thereof, on such terms as should appear reasonable. The same act also authorized the commissioners on the part of the United States to inquire into the claims made by settlers, or any other persons, to any part of the aforesaid lands, and to receive from such settlers and claimants any propositions of compromise, and lay a full statement of the claims and propositions, together with their opinion, before Congress, for their decision thereon.

In virtue of these acts, the commissioners of the United States concluded the beforementioned agreement with Georgia, and thereby settled the interfering public claims.

It is for the wisdom of Congress to judge how far it would now be for the public interest to provide for terminating all questions relative to title, by the allowance of a reasonable compensation, for such claims of individuals as might interfere with any grants to be made by the United States.

From the acts of Congress, under which the settlement was made with Georgia, and especially, from the supplementary act, it is apparent that the Government of the United States had knowledge of the existence of claims of individuals to lands within the present limits of the Mississippi territory. These were either claims in consequence of settlement, or claims in consequence of some grant or act of Government. After the year 1763, and before the 24th day of April 1802, a jurisdiction over various portions of the present Mississippi territory was claimed or exercised by the *British* and the *Spanish* Governments, by the Government of the *United States*, and by that of *Georgia*. The agreement with *Georgia*, recognized and confirmed the title of settlers, under such *British* or *Spanish* grants, as had been completely executed at the date of the treaty of friendship, limits, and navigation, between the United States and the King of Spain. No individuals were supposed to claim any part of the lands, in consequence of grants from the *United States*: no act of Congress for making such grants had ever been passed. The claims in consequence of some grant or act of Government, under the State of *Georgia*, were various and extensive. Some of them, being derived from survey or settlement under the act commonly called the *Bourbon act*, were explicitly recognized and confirmed as forming a condition of the agreement. The others remained as a proper subject of inquiry for the commissioners of the United States, under the supplementary act before mentioned.

The existence of such claims was made known to the commissioners of the United States who treated with those of Georgia. Prior to the close of that negotiation, conferences on this subject were had with them by agents of the parties concerned in interest; and documents respecting the number and amount of claims were in the possession of the commissioners.

Since that time, in compliance with the act of Congress of the 3d of March, 1803, evidences of the respective claims of the present applicants have been exhibited to the Secretary of State, and recorded in his office, at the expense of the parties.

On considering these various transactions, the committee are of opinion, that it is proper to make some legislative provision for the purpose of settling existing claims, on such terms as shall appear to be reasonable.

It is well known, however, that the claims of the present applicants are not the only claims alleged to be derived from some act of the State of Georgia.

The Legislature of that State passed an act, of the 21st of December 1789, for reserving the several tracts of land therein described, during the term of two years, for three companies, respectively distinguished by the names of the *Virginia Yazoo*, the *South Carolina Yazoo*, and the *Tennessee*; and for issuing to them grants for those tracts on the conditions specified in the act. These lands are within the limits of the present Mississippi territory. Evidences of claims, on the part of the two Yazoo Companies, or of purchasers under them, on account of transactions relative to that act, have been exhibited to the Secretary of State, and recorded in his office, under the act of Congress of the 3d of March, 1803.

By the act of the 17th of January, 1795, passed by the Legislature of Georgia, provision was made for the sale of four tracts of land therein described, to the respective companies distinguished by the names of the *Georgia*, the *Georgia Mississippi*, the *Upper Mississippi*, and the *Tennessee*; with certain reservations of rights for citizens of Georgia.

The present applicants claim as re-purchasers by various conveyances derived to them, respectively, from the grantees in the three original companies distinguished by the names of the *Georgia*, the *Georgia Mississippi*, and the *Upper Mississippi*; but are not the holders of all the claims under the Georgia Company, which have been exhibited and recorded, as before mentioned, in the office of the Secretary of State.

Evidences of claims on the part of various purchasers, under the grant to the *Tennessee* Company, have been, in like manner, exhibited and recorded; none of which are embraced by the present applications.

Between some of these numerous claims, there are conflicting pretensions. Purchases have been made by different claimants, under circumstances which may deserve various degrees of consideration. Subordinate claims have been acquired in right of succession to deceased purchasers, or by creditors who rely on such claims as security for obtaining some payment on account of moneys due from persons now become insolvent.

In which of all these cases any compensation would be reasonable, and to what extent such compensation should be made, are inquiries essentially deserving attention in reference to any equitable compromise.

The committee have not all that leisure, if they had at command all the legal means of information, which might be deemed requisite for investigating this mass of claims, and for discriminating between them, and ultimately forming an opinion in each case, according to those principles respecting property, which are known to be established in courts of justice.

That a complete examination may be had, and that the degree of compensation, which may be reasonable in any of the cases, may be adjusted in a satisfactory manner, the committee consider it proper that the authority to be given for this purpose should be such as may extend, if requisite, to all the claims which have been mentioned.

The following resolution is accordingly recommended to the House:

Resolved, That three commissioners be authorized to receive propositions of compromise and settlement, from the several companies or persons having claims to public lands within the present limits of the Mississippi territory, and finally to adjust and settle the same in such manner as in their opinion will conduce to the interest of the United States: *Provided*, that in such settlement, the commissioners shall not exceed the limits prescribed by the convention with the State of Georgia.

COMMITTEE ROOM, January 8th, 1805.

SIR:

With a view to a subject referred to the committee of claims, I have now the honor to request such information as you may think proper to communicate in relation to the following objects of inquiry.

1. What is ascertained or estimated to be the quantity of land necessary for satisfying the claims, specially provided for by the acts of Congress relative to the lands "south of the State of Tennessee?"

2. At the time of signing the articles of agreement and cession between the United States and the State of Georgia, did there exist any claims, other than those under some act or pretended act of Georgia, which could require five millions of acres, or the proceeds thereof, to be placed at the disposal of the United States, "for the purpose of satisfying, quieting, or compensating for" the same?

3. What claims were contemplated, in making the reservation of five millions of acres according to the provision in the first of those articles?

Your having been joined in the commission for the settlement of limits with Georgia, and the authority specially vested in the Secretary of the Treasury, are considerations which, it is hoped, will sufficiently apologize for any personal inconvenience which you may experience in furnishing the desired information.

I have the honor to be, sir, with consideration, your very humble servant,

SAMUEL W. DANA.

HON. ALBERT GALLATIN, *Secretary of the Treasury*.

TREASURY DEPARTMENT, January 9th, 1805.

SIR:

I had the honor to receive your letter of yesterday. To the first query an answer cannot be given with any degree of precision. The commissioners of the Natchez district state that more than two thousand claims had been filed, but do not say for what quantity of land the claims were laid. No information on that subject has been received from the Mobile district. It is believed that many claims, derived from British grants, are still outstanding; not having been filed in time with the proper Register.

In answer to the second and third queries, I beg leave to observe that, as there were not any documents in the possession of the commissioners who treated with those of Georgia, respecting the number and amount of claims, other than those derived, or pretended to be derived from Georgia, to land within the Mississippi territory, any estimate made at that time of the amount of those claims must have been conjectural. What the conjectures and object of the other commissioners, either of the United States or Georgia, may have been, it is not for me to say. The articles of agreement and cession must speak for themselves; and if any elucidation of the intention of the parties is now to be sought for, elsewhere than in the instrument itself, the act of Congress, which was passed immediately after, and the report made the ensuing year by the commissioners of the United States, may be more safely depended upon as sources of information, than the recollection of conferences in which nothing was reduced to writing.

My own impression was, that the five millions of acres would be sufficient to cover all the claims of settlers, British grantees, and others not expressly provided for by the articles of agreement, and also to make a reasonable compensation for claims derived, or pretended to be derived from Georgia; and it appeared to me that the effect of the clause would be, 1st, to prevent Congress from voluntarily confirming, at some future time, the said Georgia claims; 2dly, to leave it in their power to compromise with that description of claimants, by allowing so much of the

surplus of five millions of acres, as they might think proper; without, at the same time, pledging Government to enter into a compromise, if, upon a full view of all the circumstances of the case, a different course was thought more eligible.

I have the honor to be, very respectfully, sir, your obedient servant,

ALBERT GALLATIN.

Hon. S. W. DANA, *Chairman of the Committee of Claims.*

COMMITTEE ROOM, *January 14th, 1805.*

SIR:

With a view to a subject referred to the committee of claims, I have the honor of requesting information respecting the following inquiry. What are the several descriptions of claims, the evidences of which have been exhibited and recorded in the office of State, under the eighth section of the act of Congress of the 3d of March, 1803, relative to the lands "south of the State of Tennessee."

I have the honor to be, sir, with consideration, your very humble servant,

SAMUEL W. DANA.

THE SECRETARY OF STATE.

DEPARTMENT OF STATE, *January 17th, 1805.*

SIR:

I have the honor to enclose, in consequence of your request of the 14th instant, a statement of the several description of claims recorded in this office, under the eighth section of the act of Congress of the 3d of March, 1803, relative to lands south of the State of Tennessee. This statement has been made by Mr. Crawford, the person appointed to record the evidences in question, and who informs me he has reason to believe, from the conversation he has had with you, that it conforms with your view in making the request.

I have the honor to be, sir, very respectfully, your most obedient servant,

JAMES MADISON.

Hon. S. W. DANA.

Statement accompanying a letter from the Secretary of State of the 17th January, 1805.

There are recorded in the Department of State original titles to Georgia lands of the following description, to wit:

Claiming under act of 1789.

The Virginia Yazoo Company, and
The South Carolina Yazoo Company.

Under the above companies there are but few claimants other than the original purchasers from the State of Georgia.

Claiming under the act of 1795.

The Georgia Company.
Upper Mississippi Company,
Tennessee Company, and
The Georgia Mississippi Company.

Under the four last mentioned companies there are at least twelve hundred purchases derived from the grants by the State of Georgia.

Statement respecting the claim of sundry citizens of South Carolina, purchasers under the Upper Mississippi Company.

1795, January 15. Date of grant issued to John B. Scott, John C. Nightingale, and Wade Hampton, called the Upper Mississippi Company.

1795, January 16. Deed from John B. Scott, of all his share to Wade Hampton; recorded in the office of the Secretary of the State of Georgia.

1795, January 17. Deed from John C. Nightingale, of all his share to Wade Hampton; recorded as above.

March 6. Deed from Wade Hampton, for the whole, to sundry citizens of South Carolina, recorded as above.

April 23. Official certificate of payment in full of the balance of the consideration money, for which the land was mortgaged to the Executive of the State of Georgia, under the act of January 7th, 1795.

May 4. Executive order for endorsing satisfaction on the mortgage, and for delivering up the same.

Statement respecting the claim of persons composing the New England Mississippi Land Company, purchasers under the Georgia Mississippi Company.

1795, January 26. Date of the grant issued to the Georgia Mississippi Company.

August 21. Official certificate of payment in full of the balance of the consideration money, for which the land was mortgaged to the Executive of the State of Georgia, under the act of January 7th, 1795.

August 21. Executive order for endorsing satisfaction on the mortgage, and for delivering up the same.

September --. Covenant for purchase at Boston, between the agent of the original grantees and the purchasers.

1796, February 13. Deed from original grantees to the trustees for the purchasers, completed in pursuance of a letter of attorney, dated December 7th, 1795.

Statement respecting the claim of sundry citizens of Massachusetts, purchasers under the Georgia Company.

1795, January 13. Date of grant issued to the Georgia Company.

August 22. Deed from original grantees to James Greenleaf, recorded in the office of the Secretary of the State of Georgia.

October 20. James Greenleaf's agreement for sale.

October. Official certificate of payment in full of the balance of the consideration money, for which the land was mortgaged to the Executive of the State of Georgia, under the act of the 7th of January, 1795.

October. Executive order for endorsing satisfaction on the mortgage, and for delivering up the same.

November 24. Deeds from James Greenleaf to purchasers.

8th CONGRESS.]

No. 109.

[2d Session.]

CLAIMS TO LAND IN AND ADJOINING NATCHEZ.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, FEBRUARY 7, 1805.

Mr. LATTIMORE, from the committee to whom were referred the memorial of the trustees of Jefferson College, and the memorial of William Dunbar, presented the present session; as also the petition of the said William Dunbar, and the petition of the corporation of the city of Natchez, presented the last session, relative to certain lots and lands in the said city, made the following report:

It appears, from the depositions of sundry persons in the Mississippi territory, that when the town of Natchez was laid off by the Spanish Government, the land between the front street of the said town, and the bluff of the Mississippi river was reserved for the convenience, comfort, and health of the inhabitants; and that two lots, on which a parsonage house is yet standing, were appropriated for the use of the clergy.

It also appears, from an instrument bearing date the 19th April, 1797, that the aforementioned land in front of the town was granted by the Spanish Governor, Gayoso, to the memorialist, William Dunbar, as a compensation for services rendered by the said memorialist to the Spanish Government.

It further appears, from the 12th section of the act of March, 1803, entitled "an act regulating the grants of land, and providing for the disposal of the lands of the United States south of the State of Tennessee," that an exception is made of "such town lots, not exceeding two, in the town of Natchez, and of such an out lot adjoining the same, not exceeding thirty acres, as may be the property of the United States, to be located by the Governor of the Mississippi territory, for the use of the Jefferson College.

Such was the situation of things, when the petition of the corporation of Natchez was presented at the last session of Congress. But some time thereafter, just as the committee to whom this petition was referred were about to report thereon, it was understood that the Secretary of the Mississippi territory had, in the absence of the Governor, located the land claimed by the town, for the use of the college; and that the trustees of that institution were taking steps to procure deeds for the same. To prevent the further difficulties which these measures were calculated (and probably intended) to produce in deciding this question, the execution of so much of the aforesaid 12th section, as is quoted above, was suspended until the end of the present session, as appears by the 11th section of the supplementary act of March the 27th, 1804.

Your committee are fully convinced that the land between the front street and the river bluff, was originally reserved for the use of the town; and that it continued to be so, until after the treaty of limits and navigation with Spain, by which it was ceded to the United States. They likewise concur with the committee of last session in the opinion that the town of Natchez, besides sustaining inconveniences more tolerable in their nature, would be greatly injured in the generation of diseases, should this reserved space be occupied with buildings.

It is stated in the memorial of William Dunbar, that there is, adjacent to the town of Natchez, a vacant out lot, which he thinks may exceed thirty acres, and which Governor Clairborne intended (as he informed the memorialist) locating for Jefferson College. From the situation of this land, it would be a valuable acquisition to the college, at the same time its improvement would not affect the health of the town. It would seem proper, therefore, that this land, instead of that between the front street and the river, should be located for the use of the College.

It does not appear that there are any town lots belonging to the United States, in the town of Natchez, except the two which have been located for the use of the college. Your committee conceive that the town would experience great inconveniences from the loss of these, as it claims no other ground upon which public buildings may be erected. But as an accommodation appears to be necessary, and seems, under existing circumstances, to require a sacrifice, they are not disposed to recommend an interference with the location of these lots; while they are fully of the opinion that the town ought to be secured from the further and greater sacrifices which it would necessarily sustain, should the college likewise possess the land between the front street and the bluff of the river.

Your committee deem it proper to omit expressing any opinion relative to the principle of the claim of William Dunbar, as, from the nature of his request, they conceive it is not submitted to their examination. The prayer of his memorial is that the consideration of all petitions relative to the land which he claims, be postponed, and that he be allowed time to prepare any further necessary representations on the subject. But as he conceives that certain opinions and expressions, used in the report on his petition of the last session, were the consequence of misinformation, your committee deem it proper to say, that his conception is ill founded. This committee being composed, with a single exception, of all the members of which the committee of last session consisted, can state, with propriety, that the opinion then given resulted from much inquiry, and not without a knowledge of all the circumstances in favor of his claim, which he has communicated this session through the medium of his memorial.

After a full investigation of this complex and difficult subject, your committee are led, as well from considerations of expediency as of justice, to submit the following resolutions:

Resolved, That the Governor of the Mississippi territory be authorized to locate, for the use of Jefferson College, any out lot not exceeding thirty acres, adjoining the town of Natchez, and belonging to the United States, except the land lying between the front street of the said town and the bluff of the Mississippi river.

Resolved, That so much of the act of 1803, entitled "an act regulating the grants of land, and providing for the disposal of the lands of the United States, south of the State of Tennessee," as authorizes the location of an out lot for the use of Jefferson College, be repealed; and that any location, in consequence thereof, be null and void; and that the land which may have been thus located, be not subject to sale as other public lands in the Mississippi territory, but be reserved for the future disposition of Congress.

NOTE.—See Reports, Nos. 100 and 123.

8th CONGRESS.]

No. 110.

[2d Session.]

EVIDENCES OF TITLE DERIVED FROM THE STATE OF GEORGIA.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, FEBRUARY 14, 1805.

DEPARTMENT OF STATE, February 13, 1805.

SIR:

In pursuance of a resolution of the House of Representatives on the 5th instant, I have the honor, through you, to lay before them "an abstract of all the evidences of title to lands claimed under any act or pretended act of the State of Georgia, passed, or pretended to be passed, in the years 1789 and 1795, &c. required in the office of this Department," with the various particulars of dates, names of parties, quantity of lands, &c. required by the said resolution.

I have the honor to be, sir, with very great respect, your most obedient servant,

JAMES MADISON.

The Honorable the SPEAKER of the House of Representatives.

An Abstract of all the evidences of title to lands claimed under any act, or pretended act, of the State of Georgia, passed, or pretended to be passed, in the years 1789 and 1795, recorded in the office of this Department.

Date of act.	Date of title.	NAMES OF PARTIES.		Quantity of Land.	Species of warranty, provisos, and conditions.
		From	To		
Jan. 7, 1795,	Feb. 13, 1795,	George Matthews, Governor, &c. of the State of Georgia.	Nicholas Long, Thomas Glascock, Ambrose Gordon, and Thomas Cumming, and their associates, called the Georgia Mississippi Company.	Beginning on the river Mississippi, at the place where latitude of thirty-one degrees eighteen minutes north of the equator intersects the same; thence, a due east course, to the Don or Tombigbee river; thence, up the middle of the said river, to where it intersects the latitude of thirty-two degrees and forty minutes north of the equator; thence, a due west course, along the Georgia Company's line, to the river; thence down the middle of the same to the place of beginning; reserving out of the said tract of land six hundred and twenty thousand acres, to be subscribed for by other citizens of the State of Georgia, who shall choose to do the same.	
	Dec. 7, 1795,	N. Long, T. Glascock, A. Gordon, Thomas Cumming, James Gardner, Andrew Innes, William Urquhart, John Wilson, James Brown, Richard Tubman, James Toole, Georgia Mississippi Company, by their agents or attorneys, Williamson and Jackson.	William Williamson, Amasa Jackson, Attorneys Georgia Mississippi Company.	To dispose of the above described tract of land.	
	Feb. 13, 1796,		William Wetmore, Leonard Jarvis, and Henry Newnan.	For ditto,	Subject to all incumbrances, conditions, provisos, restrictions, and charges, to which the said lands were subject while they remained the property of the Georgia Mississippi Company.
	Feb. 17, 1797,	Confirmation deed, Georgia Mississippi Company.	W. Wetmore, L. Jarvis, and H. Newnan.	For ditto,	Ditto.
	Feb. 28, 1797,	Oliver Phelps, Seth Wetmore, John Peck, Ashbel Stanley, Marston Watson, Zebina Curtis, George Blake, William Shattuck, Benjamin Haskell, Samuel Fowler, Asher Miller, Stephen Clay, Benjamin Williams.	Leonard Jarvis, Henry Newnan, and William Hull, as trustees for the New England Mississippi Land Company.	For ditto,	Ditto.

ABSTRACT, &c.—Continued.

Date of act.	Date of title.	NAMES OF PARTIES.		Quantity of land.	Species of warranty, provisoes, and conditions.
		From	To		
Jan. 7, 1795,	Feb. 28, 1797,	William Judd, James A. Wells, Samuel Brown, Thos. Barber, William Williamson, Jonathan Brace, Samuel Dexter, Jr., William Wetmore, Henry Newman, and Leonard Jarvis,	Leonard Jarvis, Henry New- man, and William Hull, as trustees for the New England Mississippi Land Company,	To dispose of the above described tract of land.	Subject to all the conditions, provisoes, re- strictions, and charges, to which the lands were subject, while they remained the property of the said Georgia Mississippi Company.
"	"		John Peck, in trust,	3,400,000 acres, more or less,	Subject to all incumbrances, conditions, provisoes, restrictions, and charges, to which the said lands were subject, while they remained the property of the Geor- gia Mississippi Company.
"	"	John Peck,	Leonard Jarvis, Henry New- man, and William Hull, in trust as grantees of the New England Mississippi Land Company,	The above.	
"	"	Seth Wetmore, Ashbel Stanley,	Ashbel Stanley,	175,000 by estimation,	None.
Aug. 22,	"	Ditto,	Oliver Phelps,	The above,	None.
Feb. 18, 1797,	"	William Wetmore, Henry Newman, & Leonard Jarvis,	Ditto,	750,000 acres,	None.
"	"	Ditto,	George Blake,	250,000 do.	General.
"	"	Ditto,	Jonathan Brace,	250,000 do.	do.
"	"	Ditto,	Thomas Barber,	250,000 do.	do.
"	"	Ditto,	Zebina Curtis,	500,000 do.	do.
"	"	Ditto,	Samuel Dexter, Jr.,	180,000 do.	do.
"	"	Ditto,	Samuel Fowler,	500,000 do.	do.
"	"	Ditto,	William Judd and James A. Wells,	500,000 do.	do.
"	"	Ditto,	Benjamin Haskell,	500,000 do.	do.
"	"	Ditto,	Asher Miller,	250,000 do.	do.
"	"	Ditto,	William Judd and James A. Wells,	250,000 do.	do.
"	"	Ditto,	Asher Miller,	1,000,000 do.	do.
"	"	Ditto,	Stephen Clay, and Benjamin Williams,	100,000 do.	do.
"	"	Ditto,	John Peck,	500,000 do.	do.
"	"	Ditto,	Oliver Phelps,	250,000 do.	do.
"	"	Ditto,	William Shattuck,	750,000 do.	do.
"	"	Ditto,	Ashbel Stanley,	250,000 do.	do.
"	"	Ditto,	Marston Watson,	100,000 do.	do.
"	"	Ditto,	Seth Wetmore,	575,000 do.	do.
"	"	Ditto,	William Williamson,	125,000 do.	do.
"	"	Ditto,	Samuel Browne,		

ABSTRACT, &c.—Continued.

Date of act.	NAMES OF PARTIES.		Quantity of Land.	Species of warranty, provisions, and conditions.
	From	To		
Jan. 7, 1795,				
Feb. 8, 1796,	Seth Wetmore,	Israel Munson,	Two-fifths of 100,000 acres,	None.
Sept. 8, 1803,	Israh Munson,	Gideon Granger,	Ditto,	Ditto.
Aug. 13, 1803,	Oliver Phelps,	Ditto,	100,000 acres,	Ditto.
Oct. 21, 1795,	James Wilson, Esq.	Eli Williams,	500,000 do.	Subject to some incumbrances, &c. as when the property of the Georgia Company.
Oct. 28, 1795,	Eli Williams and Gabriel Christie,	A power of attorney, John Lee Gibson,	To sell 1,000,000 acres,	General.
Dec. 28, 1795,	Gabriel Christie, by the Attorney John Lee Gibson,	John Peck,	About 100,000 do.	
Dec. 31, 1795,	Ditto,	George Blake,	325,000 acres,	Ditto.
Jan. 1, 1796,	John C. Jones, Thomas Dickson, Jr., James Lloyd, Jr., Trustees of the Boston Mississippi Location,	Samuel Wyllis Pomeroy,	Three-twentieth parts of whole tract,	None.
Dec. 22, 1800,	Benjamin Haskell,	John Peck,	160,000 acres,	No recourse to be had to the grantor in any case whatever.
Dec. 23, 1800,	Ditto,	Ditto,	His claim to certain lands—quantity not specified.	General.
Dec. 2, 1803,	John Peck,	Gideon Granger,	100,000 acres,	Ditto.
Nov. 24, 1795,	James Greenleaf,	Seth Wetmore,	160,000 do.	Ditto.
" " "	Ditto,	John Peck,	320,000 do.	Wetmore defends the premises against his heirs and issues only.
Aug. 19, 1796,	Seth Wetmore,	Kelly and Clark,	160,000 do.	Ditto.
Dec. 18, 1795,	Benjamin Haskell,	Ditto,	160,000 do.	Condition on payment of money.
" " "	Kelly and Clark,	Benjamin Haskell,	160,000 do.	None.
Nov. 17, 1796,	Gad Kelly,	Hezekiah Clark,	160,000 do.	Ditto.
April 21, 1801,	William Bristol, assignee of Waters Clark,	Elisha T. Mills, Naphtali Daggett, and Elihu Munson,	298,112 do.	Ditto.
May 8, 1802,	Elisha T. Mills, by his attorney Elihu Munson,	David Talman,	320,000 acres, more or less,	Ditto.
" " "	Elihu Munson, and Naphtali Daggett,	Hezekiah Clark,	320,000 do.	Talman conveys his right only.
May 26, 1802,	David Talman,	John Peck,	Beginning on the river Mississippi, where the latitude 33° 40' north of the equator intersects the same; running thence along the said parallel of latitude, a due east course, to the Tombigbee river; thence up the said Tombigbee river to where the latitude 32° 43' 52" intersects the same; thence along the same parallel of latitude, a due west course, to the Mississippi; thence down the said river to the place of beginning.	Ditto.
Feb. 29, 1796,	Nathaniel Prime,	Oliver Phelps,	400,000 acres, more or less,	Only title of Greenleaf granted.
Dec. 8, 1800,	Oliver Phelps,	B. Hickbourn and J. Peck,	500,000 do.	Phelps only transfers his right to said lands.
Dec. 2, 1803,	Zebima Curtis,	Israel Munson,		Ditto.

Dec. 26, 1795,	Nathaniel Prime, (Boston Mississippi location,)	John Coffin Jones, Samuel Wylis Pomeroy, Samuel Blagge, James Lloyd, Jr., Samuel Parkman, Thomas Dickason, Jr., James Coolidge, Joseph Woodward, Samuel Cooper, Thomas Dennie, John Hubbard, Marston Watson, William Payne, Samuel Parkman, Elijah Dix, John Haskins, Jr., Josiah Knapp, William Osborn, William Hull, Thomas K. Jones, Jonathan Harris, Samuel Smith, Thomas Brewet, Jonathan Hastings, William R. Lee, Joseph Sewall, Benjamin Weld, William Boardman, Ebenezer Larkin, Seth Adams, David Townsend, Ebenezer T. Andrews, Lemuel Gardner, Thomas Clark, Ebenezer Frothingham, Joseph Roby, Thomas Neil, Jonathan Merry, John Brazer, William Walter, Jr., William Saxton, Henry Wainwright, Joseph Woodward, Moses Brown, Amasa Pennyman, Samuel Bass,	1,300,000 acres,		Prime is not to refund any of the purchase money, in case of any defect of title in him.
Nov. 9, 1799, Jan. 7, 1796,	Samuel Cooper, Nathaniel Prime,		65,000 acres, Beginning on the Mississippi river where the latitude thirty-three degrees nine minutes north of the equator intersects the same; thence, running along said parallel of latitude, a due east course, to the Tombigbee river; thence, down the middle of the said river Tombigbee, to where the latitude thirty-two degrees fifty-nine minutes twenty seconds north intersects the same; thence, along said parallel of latitude, to the Mississippi river; thence, up said river Mississippi, to the place of beginning, containing by estimation one million of acres, more or less.		None. Free from all incumbrances.
Mar. 29, 1796,	Elijah Dix, and 29 others above mentioned		The above described tract,		Ditto,
Dec. 29, 1796, Dec. 30, 1797, June 14, 1802, Dec. 30, 1797,	Samuel Ward, Alexander M'Comb, Ditto, Nathaniel Prime, William Payne, Ditto, Samuel Ward,		Ditto, 100,000 acres, more or less, 200,000 do. 200,000 do. 200,000 do.		Ditto. Ditto. Ditto. Ditto. Ditto.

ABSTRACT, &c.—Continued.

Date of act.	Date of title.	NAMES OF PARTIES.		Quantity of Land.	Species of warranty, provisoes, and conditions.
		From	To		
Jan. 7, 1796,	April 22, 24, & 27, 1797,	Zachariah Cox,	John Smith, T. 21 deeds for 1,000 acres each, makings	21,000 acres,	General.
	Dec. 8, 1797,	Ditto,	John Scarlett,	1,000 do.	Do.
	" " "	Ditto,	Duke Hamilton,	1,000 do.	Do.
	Sept. 21 and 27, 1797,	Ditto,	Stephen Heard, 17 deeds of 1,000 acres each,	-	Do.
	Sept. 27, 1797,	Ditto,	William Hughes,	17,000 do.	Do.
	Sept. 21 and 27, 1797,	Ditto,	Stephen Heard, 27 deeds of 1,000 acres each,	1,000 do.	Do.
	" " "	Ditto,	George Darden, 37 deeds of 1,000 acres each,	27,000 do.	Do.
	Sept. 12 and 21, 1797,	Ditto,	Gustavus Gaines, 8 deeds of 1,000 acres each,	37,000 do.	Do.
	" " "	Ditto,	Daniel Gaines, 4 deeds of 1,000 acres each,	8,000 do.	Do.
	Sept. 12, 1797,	Ditto,	Gustavus Gaines,	4,000 do.	Do.
	Sept. 21, 1797,	Ditto,	George Darden,	1,000 do.	Do.
	April 26 and 27, 1797,	Ditto,	John Gordon, 21 deeds of 1,000 acres each,	1,000 do.	Do.
	April 24, 1797,	Ditto,	John Smith, T.	21,000 do.	Do.
	Oct. 29, 1797,	Ditto,	Bedford Brown,	1,000 do.	Do.
	April 28, 1797,	Ditto,	William K. Blue,	1,000 do.	Do.
	Oct. 2, 1797,	Ditto,	Adam Peck,	1,000 do.	Do.
	March 13, 1798,	Adam Peck,	Jacob Peck,	1,000 do.	Do.
	" " "	William K. Blue,	William Joseph Brock,	1,000 do.	Do.
	Oct. 2, 1797,	Zachariah Cox,	Stephen Heard,	1,000 do.	Do.
	Oct. 10, 1798,	Stephen Heard,	Patrick Sharkey,	1,000 do.	Do.
	Oct. 12, 1797,	Zachariah Cox,	Ditto,	1,000 do.	Do.
	Oct. 2, 1797,	Ditto,	Adam Peck, 2 deeds,	2,000 do.	Do.
	Sept. 27, 1797,	Ditto,	Ditto, 2 deeds of 1,000 acres each,	-	Do.
	July 19, 1797,	Ditto,	Thomas Brawn,	2,000 do.	Do.
	" " "	Ditto,	James Sevier,	1,345 do.	Do.
	" " "	Ditto,	Michael Harrison, 3 deeds containing,	1,000 do.	Do.
	Dec. 12, 1797,	Ditto,	Robert Smith,	2,525 do.	Do.
	July 18 and 19, 1797,	Ditto,	Michael Harrison, 17 deeds containing, together,	One acre bounty land.	Do.
	July 19, 1797,	Ditto,	Jeremiah Regan, 2 deeds of 1,000 acres each,	15,680 acres,	Do.
	Dec. 11, 1797,	Ditto,	Robert Smith,	2,000 do.	Do.
	Dec. 11 and 12, 1797,	Ditto,	John Scarlett, 4 deeds of 500 acres each,	Bounty of 200 acres,	Do.
	Sept. 19, 1797,	Ditto,	Charles Ryan, 5 deeds of 1,000 acres each,	2,000 acres,	Do.
				5,000 do.	Do.

Feb. 1, 1799,	Ditto,	Stephen Heard, 5 deeds of 1,000 acres each,	5,000 acres,	Do.
Dec. 11 and 15, 1797.	Ditto,	Bucker Dardin, 8 deeds containing,	7,500 do.	Do.
Dec. 11, 1797,	Ditto,	Duke Hamilton, 3 deeds of 500 acres each,	1,500 do.	Do.
Nov. 4, 1797,	Ditto,	John Endley, 4 deeds containing,	8,300 do.	Do.
" " "	Ditto,	Ditto, 3 deeds of 1,000 acres each,	65,000 do.	Do.
March 25, 1796,	Z. Cox and M. Maher,	Elisha B. Hopkins,	One 420th part of land granted Z. Cox, M. Maher, <i>et al.</i>	Same as in grant to Cox, Maher, and associates.
Oct. 31, 1797,	Elisha B. Hopkins,	David Rawn,	Ditto,	Do.
March 3, 1795,	Cox and Maher,	Benjamin Lindsay, 2 deeds,	Two 420th parts ditto,	Do.
March 12, 1796,	Benjamin Lindsay,	Charles Bridgen,	Ditto,	Do.
April 9 and 21, 1796,	Matthias Maher and Z. Cox,	James Strawbridge, 9 deeds,	Nine 420th parts do.	Do.
Nov. 18, 1795,	Maher and Cox,	Arthur Fort, Esq. 2 deeds,	Two 420th parts do.	Do.
April 9 and 20, 1796,	Ditto,	James Strawbridge, 2 deeds,	Ditto,	Do.
April 21, 1796,	Ditto,	Matthias Maher,	One 420th part do.	Do.
Nov. 4, 1795,	Ditto,	Adam Tunno, 9 deeds,	Nine 420th do.	Do.
Feb. 1, 1795,	Cox and Maher,	Matthias Maher,	Ditto,	Do.
Oct. 29, 1795,	Zachariah Cox and Matthias Maher,	Christ. Champlin, 5 deeds,	Five 420th do.	Do.
" " "	" " "	Thomas Young, 26 deeds,	Twenty-six 420th do.	Do.
Nov. 4, 1795,	Ditto,	John Smith,	One 420th do.	Do.
Oct. 31, 1796,	Ditto,	Jeremiah Mason,	Ditto,	Do.
April 20, 1796,	Jeremiah Mason,	William Coleman,	Ditto,	Do.
Oct. 3, 1796,	William Coleman,	Horatio Gates Haviland,	Ditto,	Do.
Aug. 6, 1795,	Maher and Cox,	Jeremiah Mason, 2 deeds,	Two 420th parts of land,	Do.
April 20, 1796,	Jeremiah Mason,	William Coleman,	Ditto,	Do.
Oct. 6, 1796,	Maher and Cox,	Christ. G. Champlin, 5 deeds,	Five 420th do.	Do.
Oct. 29, 1795,	Ditto,	Stephen Heard,	One	Do.
Oct. 31, 1795,	S. Heard, by attorney, Z. Cox,	James Strawbridge,	Ditto,	Do.
March 7, 1803,	Cox and Maher,	Jeremiah Mason,	Ditto,	Do.
April 20, 1796,	Jeremiah Mason,	George Blake,	Ditto,	Do.
Oct. 17, 1796,	Cox and Maher,	Stephen Heard,	Ditto,	Do.
Oct. 31, 1795,	S. Heard, by attorney, Z. Cox,	John Jackson,	Ditto,	Do.
April 4, 1803,	Z. Cox and M. Maher,	Jeremiah Mason,	One 420th parts of land granted to Z. Cox, M. Maher, and associates.	Do.
April 20, 1796,	Jeremiah Mason,	George Blake,	Ditto,	Do.
Oct. 17, 1796,	Zachariah Cox and Matthias Maher,	William Payne, 7 deeds,	Seven 420th parts land,	Do.
Oct. 23, 1795,	Ditto,	James Cooper, Esq.	One do.	Do.
Nov. 18, 1795,	James Cooper,	Thomas C. Butler,	Ditto,	Do.
April 18, 1797,	Thomas C. Butler,	Thomas Young,	Three 420th parts land,	Do.
Nov. 15, 1802,	Matthias Maher and Zachariah Cox,	John C. Nightingale, 3 deeds,	One do.	Do.
April 20, 1796,	Ditto,	John Scarlett,	Ditto,	Do.
Nov. 18, 1795,	John Scarlett,	Zachariah Cox,	Ditto,	Do.
Dec. 12, 1797,	Zachariah Cox,	Stephen Heard,	Ditto,	Do.
Jan. 30, 1800,	S. Heard, by attorney, Z. Cox,	David Rawn,	Ditto,	Do.
Nov. 30, 1803,				

ABSTRACT, &c.—Continued.

Date of act.	Date of title.	NAMES OF PARTIES.		Quantity of Land.	Species of warranty, provisoes, and conditions.
		From	To		
Jan. 7, 1795,	Oct. 29, 1795,	Matthias Maher and Zac. Cox,	Nathaniel Prime, ten deeds,	Ten 420th parts of land granted to Z. Cox, M. Maher, &c.	The same as in grant to Cox, Maher, and associates.
	April 26, 1796,	Maher and Cox,	Isaiah Mason,	One 420th part do.	Do.
	Nov. 7, 1795,	Do,	William Maxwell,	do.	Do.
	May 20, 1796,	William Maxwell,	Leonard Blecher and Samuel March,	do.	Do.
	June 21, 1797,	L. Blecher and S. March,	Nathaniel Prime,	do.	Do.
	July 20, 1798,	Nathaniel Prime,	Jonathan Hastings,	do.	Do.
	April 20, 1796,	Zachariah Cox and Matthias Maher,	Jonathan Arnold, six deeds,	Six 420th do.	Do.
	Oct. 31, 1795,	Do,	John Smith,	One 420th do.	Do.
	June 3, 1798,	John Smith,	Gen. Stewart,	do.	Do.
	Feb. 4, 1803,	John Stewart,	William Poe,	do.	Do.
	Oct. 31, 1795,	Cox and Maher,	John Smith,	do.	Do.
	"	John Smith,	James Huling,	do.	Do.
	Jan. 27, 1808,	James Huling,	William Poe,	do.	Do.
	Oct. 30, 1795,	Cox and Maher, two deeds,	Bedford Brown,	Two do.	Do.
	Nov. 18, "	Do,	James Scarlett,	One do.	Do.
	Dec. 2,	James Scarlett,	James Thwait, Esq.	do.	Do.
		Cox and Maher,	Robert Crutchfield,	do.	Do.
		Robert Crutchfield,	James Thwait, Esq.	do.	Do.
	Nov. 13, "	Matthias Maher and Zachariah Cox,	John Houston, Esq. four deeds,	Four do.	Do.
	Oct. 26, 1797,	Zachariah Cox,	Samuel Jack, 118 deeds, for 250 acres each,	29,000 acres,	General warranty.
	"	Do,	Samuel Jack, 61 deeds, for 500 acres each,	30,500 acres,	Do.
	"	Do,	Samuel Jack, 12 deeds, of 1,000 acres each,	12,500 acres,	Do.
	"	Do,	Do,	600 do.	Do.
	"	Do,	Do,	720 do.	Do.
	"	Do,	Do,	700 do.	Do.
	"	Do,	Do,	795 do.	Do.
	"	Do,	Do,	860 do.	Do.
	"	Do,	Andrew Jackson,	1,000 do.	Do.
	"	Do,	William Diwoody,	250 do.	Do.
	"	Do,	John Dudley,	250 do.	Do.
	May 12, 1795,	Do,	John Smith T. three deeds of 1,000 acres each,	3,000 do.	Do.
	Oct. 2, 1797,	Do,	Do,	1,910 do.	Do.
	"	Do,	John Smith T. three deeds for 1,000 acres each, and 1 deed of 625 acres,	3,625 do.	Do.
	Aug. 21, "	Do,	Reuben Smith,	250 do.	Do.
	"	Do,	John Kennedy, five deeds for 1,000 acres each,	5,000 do.	Do.
	Dec. 15, "	Do,			
	Nov. 16,	Do,			

Nov. 16, 1797,	Ditto,	James Aikin, 2 deeds of 1,000 acres each,	2,000 acres,	-	-	-	Do.
Oct. 2, "	Ditto,	Nathan B. Markland,	250 do.	-	-	-	Do.
Sep. 27, "	Ditto,	John Rector, 3 deeds of 1,000 acres each,	3,000 do.	-	-	-	Do.
Dec. 15, "	Ditto,	William K. Blue,	do.	-	-	-	Do.
May 23, "	William K. Blue,	Wharton Rector,	do.	-	-	-	Do.
" 24, "	John Rector,	John Steele,	do.	-	-	-	Do.
Feb. 23, 1800,	John Steele,	Robert Young,	do.	-	-	-	Do.
Jan. 15, 1795,	Grant by Geo. Mathews, Governor, &c. of Georgia,	John B. Scott, John Clark Nightingale, & Wade Hampton, called the Upper Mississippi Company.	All the land within the following boundaries, viz: beginning on the Mississippi river, where the northern boundary line of this State strikes the same; thence, along the said northern boundary line, due east, to the Tennessee river; thence, along the said Tennessee river, to the mouth of Bear creek; thence, up Bear creek, to where the parallel of latitude, 25 British statute miles south of the northern boundary line of this State, intersects the same; thence, along the said last mentioned parallel of latitude, across Tombigbee or Twenty Mile creek, due west, to the Mississippi river; thence, up the middle of said river, to the beginning; together with all and singular the rights, men- bers, &c. reserving out of the said tract of land, 138,000 acres to be subscribed for by other citizens of the said State, who shall choose to do the same, &c.	-	-	-	Do.
" 4, "	Upper Mississippi Company,	Geo. Mathews as Governor, &c. Upper Mississippi Company,	The above,	-	-	-	To secure payment of part purchase money.
May 4, "	Treasurer of Georgia, his receipt,	Upper Mississippi Company,	Seven twenty-fifths, being all his right in the above tract,	-	-	-	For full payment of purchase money.
Jan. 16, "	John B. Scott,	Wade Hampton,	Nine do. being all his interest in the above territory,	-	-	-	Same as in grant to the Upper Mississippi Company.
Jan. 17, "	John C. Nightingale,	Wade Hampton,	Whole of Upper Mississippi Company's purchase,	-	-	-	Same as when property of said company.
Mar. 6, "	Wade Hampton,	Adam Tunno, James Miller, and James Warrington,	550,000 acres,	-	-	-	In case of a deficiency in quantity, Nightingale and Miller covenant to refund part of the purchase money, &c.
Oct. 23, "	John C. Nightingale, Phineas Miller,	Jos. L. Wooster,	-	-	-	-	Greenleaf defends against himself and all persons claiming under him.
Nov. 24, "	James Greenleaf,	Andrew Craigie,	450,000 acres,	-	-	-	Ditto.
" 28, "	Ditto,	Ditto,	400,000 acres,	-	-	-	As collateral security for sundry demands which said Amory, in the right of himself and others, hath against said Craigie.
Jan. 5, 1802,	Andrew Craigie,	Rufus Greene Amory,	450,000 acres,	-	-	-	Subject to all incumbrances, conditions, provisos, restrictions, to which the said lands were subject, while they remained the property of the Georgia Company.
Feb. 27, 1793,	Nathaniel Prime,	Comfort Sands,	All the land within the following boundaries, viz: beginning on the river Mississippi where the latitude of 32 degrees, 43 minutes, and 52 seconds, north of the equator, intersects the same; running thence, along the same parallel of latitude, a due east course, to the Tombigbee river; thence, up the said Tombigbee river, to where the latitude of 32 degrees, 49 minutes, and 40 seconds, intersects the same; thence, along the same parallel of latitude, a due west course, to the river Mississippi; thence, down the said river, to the place of beginning.	-	-	-	
Mar. 17, 1796,	Comfort Sands,	Henry Sands,	Certain parts of above tract.	-	-	-	
" 28, "	Ditto,	Cornelia Sands,		-	-	-	
April 22, "	Ditto,	Frances Sands,		-	-	-	

Sept. 1, 1802,	Thomas Greenleaf,	John Coffin Jones, Patrick Jeffrey, and Joseph Russell, jun.	80,000 acres,	.	.	Thomas Greenleaf defends against his heirs and assigns.
Do.	Daniel Greenleaf,	Do.	Do.	.	.	D. Greenleaf, do.
Nov. 24, 1795,	James Greenleaf,	William Shattuck,	Do.	.	.	J. Greenleaf, do.
April 7, 1800,	William Shattuck,	John Coffin Jones, Patrick Jeffrey, and Joseph Russell, jun.	Do.	.	.	W. Shattuck, do.
Nov. 24, 1795,	James Greenleaf,	William Wetmore,	330,000 acres,	.	.	J. Greenleaf warrants against all persons claiming under him, the State of Georgia, or Georgia Company.
April 2, 1798,	William Wetmore,	John Coffin Jones, Patrick Jeffrey, and Joseph Russell, jun.	Do.	.	.	Only Greenleaf's title granted.
Nov. 24, 1795,	James Greenleaf,	Gardner L. Chandler,	138,000 acres,	.	.	Do.
Feb. 8, 1803,	Gardner L. Chandler,	John Coffin Jones, Patrick Jeffrey, and Joseph Russell, jun.	Do.	.	.	Do.
Nov. 24, 1795,	James Greenleaf,	Samuel Cooper,	64,000 acres,	.	.	Do.
Oct. 3, 1803,	Samuel Cooper,	John Coffin Jones, Patrick Jeffrey, and Joseph Russell, jun.	Do.	.	.	
Nov. 24, 1795,	Henry Newman,	James Greenleaf,	330,000 acres,	.	.	Mortgaged for payment of money.
Do.	William Scollay,	Do.	160,000 do.	.	.	Do.
Do.	James Greenleaf,	Chs. Bulfinch and G. Storer,	288,000 do.	.	.	Do.
Do.	Charles Bulfinch,	James Greenleaf,	Do.	.	.	Do.
Do.	George Storer,	Leonard Jarvis,	160,000 acres,	.	.	
Do.	James Greenleaf,			.	.	
June 21, 1795,	John Peck,	Do.	All his interest and claim unto 120 parts of 24 hundredth parts of 6,400,000 acres.	.	.	J. Greenleaf defends against himself, the State of Georgia, and the grantees under the State of Georgia.
Nov. 24, 1795,	James Greenleaf,	Joseph Barrrell,	480,000 acres,	.	.	Only Greenleaf's title granted.
Oct. 26, 1795,	James Wilson, Esq.	Gabriel Christie,	500,000 do.	.	.	Do.
Dec. 29, 1795,	Gabriel Christie,	John Lee Gibson,	Do.	.	.	Same granted as when the property of the Georgia Company.
Do.	John Lee Gibson,	Joseph Barrrell,	Do.	.	.	General warranty.
Sept. 20, 1799,	Joseph Barrrell,	Benjamin Joy,	Do.	.	.	Do.
Do.	Do.	Do.	80,000 acres	.	.	
Dec. 1, 1795,	James Gunn, Wade Hampton, and George Walker,	William Longstreet,	All their undivided rights and shares in Georgia Company's purchase.	.	.	Same as in grant by the Georgia Company.
June 1, 1797,	William Longstreet,	Philip P. P. Middleton,	20,000 acres of above tract,	.	.	Same granted as when the property of the Georgia Company.
Do.	Do.	Do.	Do.	.	.	Do.
Do.	Do.	Samuel F. Conover,	Do.	.	.	do.
Do.	Do.	William Sergeant,	Do.	.	.	do.
Do.	Do.	William Wikoff,	Do.	.	.	do.
Do.	Do.	Jonathan Rea,	Do.	.	.	do.
Do.	Do.	Samuel Richards,	Do.	.	.	do.
Aug. 4, 1795,	P. Clayton, Treasurer, Georgia,	Edward Watts,	6,882 acres citizens' rights in Georgia Company's purchase.	.	.	do.

ABSTRACT, &c.—Continued.

Date of act.	Date of title.	NAMES OF PARTIES.		Quantity of Land.	Species of warranty, provisions, and conditions.
		From	To		
Jan. 7, 1795,	Nov. 25, 1795,	George Walker and William Longstreet,	James Gunn and Wade Hampton,	All the lands within the following boundaries, beginning on the river Mississippi, where the latitude of 33 degrees 20 minutes, north of the equator, intersects the same; running thence, a due east course, by lands conveyed to James Greenleaf, to the main Tombigbee river; thence, up the said Tombigbee river, to where the parallel of latitude 24 British statute miles north of the said parallel of latitude 33 degrees 20 minutes intersects the said river Tombigbee; thence, a due west course, along the said parallel, being the distance of twenty-four British statute miles as aforesaid, north of the latitude 33 degrees 20 minutes, to the river Mississippi; thence, down the said river Mississippi, to the place of beginning.	Same as in grant to Georgia Company.
	Nov. 30, 1795,	James Gunn, George Walker, William Longstreet, Wade Hampton,	John Clark Nightingale,	All the lands within the following boundaries, beginning on the river Mississippi, where the parallel of latitude 33 British statute miles, north of the parallel of latitude 33 degrees 20 minutes north of the equator, intersects the said river; and running thence, a due east course, by lands conveyed by G. Walker and W. Longstreet to said Gunn and Hampton, to the main Tombigbee river; thence, up the said Tombigbee river, to where the parallel of latitude twenty-seven British statute miles north of the said parallel of latitude 33 degrees 20 minutes, intersects the said river Tombigbee; thence, a due west course, along the said parallel, being the distance of twenty-seven British statute miles as aforesaid, north of the latitude 33 degrees 20 minutes, to the river Mississippi; thence, down the said Mississippi, to the place of beginning.	Ditto.
	March 25, 1803,	Timothy Green,	Wade Hampton,	All that tract of land situate between the Tombigbee and the Mississippi rivers, conveyed by John C. Nightingale 15th September, 1800, supposed to be about three miles in width, and extending from one of the said rivers to the other.	Ditto.
	Jan. 32, 1795,	N. Long, Thomas Glascock, Thomas Cumming, Ambrose Gordon, (Grantees to Georgia Mississippi Company.)	Wade Hampton, eight certificates of shares in said company, each for 4 16th hundredth parts,	Thirty-two shares, or four sixteen-hundredth parts of said company's purchase.	Same as Georgia Mississippi Company.
	" "	Ditto,	Edward Rowel,		Ditto.
	April 11, 1795, Aug. 7, 1795,	P. Clayton, treasurer, Georgia, Ditto,	Freeman Lewis, William Wynne,	Four shares, or four sixteen-hundredth parts in said company's purchase, five hundred acres citizens' rights in Upper Mississippi Company. 4,410 acres ditto. 1,000,000 acres.	

Oct. 8, 1795, Nov. 23, 1795,	James Greenleaf, James Gunn, M ^r Allister, George Walker, Zachariah Cox, Jacob Waldburger, William Longstreet, Wade Hampton,	Zachariah Cox, Mathias Maher,	All the land within the following boundaries: beginning on the main Tombigbee river, or Twenty Mile creek, at a point where a parallel line, twelve British statute miles, thirty-five chains, fifty-nine links, south of latitude 34 degrees north of the equator, intersects the same; thence, due east, with line of land conveyed to A. Tunno and others, to the main Coosa river; thence, down the said river Coosa, to a point on the said river, exactly twenty-two British statute miles south of the latitude of 34 degrees, north of the equator; thence, a due west course, along said parallel of latitude, twenty-two British statute miles, south of the latitude 34 degrees, north, to the main Tombigbee, or Twenty Mile creek; thence, up the said river Tombigbee, or Twenty Mile creek, to the place of beginning. All the land before described.	Ditto. Ditto. Ditto.	Same incumbrances, &c. as when the property of the Georgia Company.
April 20, 1796, April 19, 1800, Aug. 29, 1795,	Mathias Maher, Peleg Sandford, James Gunn, Matthew M ^r Allister, George Walker, Zachariah Cox, Jacob Waldburger, William Longstreet, Wade Hampton,	Peleg Sandford, John Morgan, James Greenleaf,	All the land within the following boundaries: beginning on the Mobile bay, where the latitude of 31 degrees north of the equator intersects the same; running thence, up the said Mobile bay, to the junction of Alabama and Tombigbee rivers; thence, up the said Tombigbee river, to where the latitude 33 degrees 40 minutes intersects the same; thence, a due west course, along the said parallel of latitude, to the river Mississippi; thence, up the said river Mississippi, to where the latitude 33 degrees 30 minutes north of the equator intersects the same; thence, along the said parallel of latitude, a due east course, to the Coosa or Alabama river; thence, down the said river Coosa, or Alabama, to the junction of Alabama and lake Jemaw; thence, down the said lake Jemaw, or southeast branch of Alabama, to the Mobile bay; thence, down the said Mobile bay, to the place of beginning. Having paid the full amount of the purchase money, agreeably to act of Georgia of 7th January, 1795.	Ditto. Ditto.	
Oct. 29, 1795, Aug. 24, 1795, July 18, 1800,	Edward Watts, Secretary of the Executive Department. James Greenleaf, Joseph Barrell, by Colborne Barrell and Henry Servante, his agents and attorneys. Leaborn Jones, agent of the Georgia Mississippi Company,	Georgia Company, James Wilson, Esq. Nicholas Lefavre,	1,000,000 acres, 500,000 do.	Subject to the regulations of Congress.	
July 30, 1798,	his agents and attorneys. Leaborn Jones, agent of the Georgia Mississippi Company,	Andrew Innes,	Beginning on the Don or Tombigbee river, where the latitude of 32 degrees north of the equator intersects the same; thence, along the said parallel of latitude, a due west course, eighty British statute miles and $\frac{2}{3}$ of a mile; thence, a due north course, two British statute miles, ten chains, and forty-three links; thence, a due east course, to the Don or Tombigbee river; and thence, down the middle of the said river, to the place of beginning. One full, undivided, third part of five hundred thousand acres of land.	No recourse to be had to the grantor or his heirs in any case whatever.	
Nov. 3, 1795,	Henry Lee,	Philip Nicklin, Robert E. Griffith,	One undivided fifth part or share of, and in one undivided moiety or half part of, and in a tract of land containing one million of acres.	The grantees to relinquish their claim to the said lands, provided Eli Williams, the partner of H. Lee, should have made a prior sale of it.	None.
Jan. 3, 1803,	Thomas Lang,	Philip Nicklin, Robert E. Griffith, and James Lyle,			

ABSTRACT, &c.—Continued.

Date of act.	Date of title.	NAMES OF PARTIES.		Quantity of Land.	Species of warranty, provisos, and conditions.
		From	To		
Jan. 7, 1795,	Dec. 7, 1802,	Nicholas Lafavre,	Thomas Lang,	Same quantity as granted above by Thomas Lang to Philip Nicklin, &c.	It is provided that if the grantor pay the grantee a certain sum at a certain period, then the conveyance is to be void, and of no effect.
	Jan. 4, 1803,	Thomas Lang,	Philip Nicklin, R. E. Griffith, and James Lyle,	One-sixth part, the whole into six equal parts to be divided, of and in a certain undivided moiety of one million of acres of land, situated on the Tombigbee river, Georgia.	It is provided, that if N. Lafavre shall discharge a certain bond assigned by T. Lang to P. Nicklin, &c. or should there be no defect of title in a late conveyance made by T. Lang to P. Nicklin, &c. this deed is to be void.
	Feb. 2, 1796,	No. 1. Zachariah Cox, and Matthias Maher, grantees of the Tennessee territory.	Jonathan Arnold,	A four hundred and twentieth part of the whole of the tract of land granted by the Legislature of Georgia to Z. Cox, &c.	It is provided, that Jonathan Arnold shall pay a four hundred and twentieth part of all the necessary expenses of surveying the said land.
	Do.	No. 2. Same grantors,	Do.	Same quantity,	Same proviso.
	Do.	No. 3. do.	Do.	Do.	Do.
	Feb. 3, 1796,	No. 4. do.	Do.	Do.	Do.
	Do.	No. 5. do.	Do.	Do.	Subject to defray a proportional part of the expenses of surveying.
	April 30, 1796,	No. 6. do.	Do.	Same quantity,	Same proviso.
	Do.	No. 7. do.	Do.	Do.	Do.
	Do.	No. 8. do.	Do.	Do.	Subject to the same conditions, provisos, &c. &c. to which the said land was conveyed, subject to the said Z. Cox.
	Do.	No. 9. do.	Do.	Do.	Do.
	April 31, 1796,	Zachariah Cox,	Do.	Do.	Do.
		George Mathews, Governor of Georgia,	Zachariah Cox, and M. Maher,	Beginning on the Tombigbee river, where the latitude of 33° 30' north of the equator intersects the same; thence, a due east course along the said parallel of latitude 33° 30' with the northern boundary line of land conveyed by the Georgia Company to J. Greenleaf, Esq. to the Coosa river; thence, up the said Coosa river to a point where the parallel of latitude two British statute miles and forty chains north of the aforesaid parallel of 33° 20' north latitude intersects the aforesaid Tombigbee river, to the place of beginning. Beginning at the mouth of Bear creek, on the south side of the Tennessee river; thence, up the said creek to the most southern source thereof; thence, due south, to the latitude of 34° 10' north of the equator; thence, a due east course 120 miles; thence, a due north course to the Great Tennessee river; thence, up the middle of the said river to the northern boundary line of this State; thence, a due west course along the said line to where it intersects the Great Tennessee river; below the Mussel shoals; thence, up the said river to the place of beginning.	Reserving out of this grant two hundred and forty-two thousand acres of land, to be subscribed by and for the use of other citizens of Georgia.
	Jan. 24, 1795,			250 acres of land in the Tennessee Company's purchase, 10,000 acres of land out of the quantity reserved for the citizens of Georgia.	None.
	Oct. 26, 1797, Aug. 7, 1795,	Zachariah Cox, State of Georgia,	Samuel Jack, Elisha Hunter,		Do.

ABSTRACT, &c.—Continued.

Date of act.	Date of title.	NAMES OF PARTIES.		Quantity of Land.	Species of warranty, provisos, and conditions.
		From	To		
Jan. 7, 1795,	Jan. 10, 1795,	Mathias Maher,	John Thomas,	One four hundred and twentieth part of the tract of land granted to said Cox and his associates,	Provided the sum of the one four hundred and twentieth part of the full purchase money for the said territory is paid unto _____ on or before the 1st of August next ensuing.
"	"	Ditto,	Benajah Smith,	Do.	Do.
"	"	Ditto,	Thomas Napier,	Do.	Do.
"	"	Ditto,	Do.	Do.	Do.
"	"	Ditto,	Robert Flournoy,	Do.	Do.
"	"	Ditto,	Do.	Do.	Do.
"	"	Ditto,	R. de Ternatte,	Do.	Do.
"	"	Ditto,	Do.	Do.	Do.
"	"	Ditto,	Wade Hampton,	Do.	Do.
"	"	Ditto,	for Jared Banks,	Do.	Do.
"	"	Ditto,	Do.	Do.	Do.
"	"	Ditto,	Do.	Do.	Do.
"	"	Ditto,	Charles Crawford,	Do.	Do.
"	"	Ditto,	Laird M. Harris,	Do.	Do.
"	"	Ditto,	James Warrington,	Do.	Do.
"	"	Ditto,	Do.	Do.	Do.
"	"	Ditto,	Archd. Gresham,	Do.	Do.
"	"	Ditto,	Do.	Do.	Do.
"	"	Ditto,	Davies Gresham,	Do.	Do.
"	"	Ditto,	Do.	Do.	Do.
"	"	Ditto,	William Poe,	Do.	Do.
"	"	Ditto,	Do.	Do.	Do.
"	"	Ditto,	Arthur Fort,	Do.	Do.
"	"	Ditto,	Do.	Do.	Do.
"	"	Ditto,	Wm. Fitzpatrick,	Do.	Do.
"	"	Ditto,	Do.	Do.	Do.
"	"	Ditto,	Joseph Philips,	Do.	Do.
"	"	Ditto,	Do.	Do.	Do.
"	"	Ditto,	John Scarlett,	Do.	Do.
"	"	Zachariah Cox,	Do.	Do.	Do.
"	"	M. Maher,	Francis Willis,	One four hundred and twentieth part of the land granted to said Maher and his associates,	Provided that a certain payment is made at a certain time, as is last above-mentioned.
"	"	Ditto,	Do.	Do.	Do.
"	"	Ditto,	Do.	Do.	Do.
"	"	Ditto,	Bedford Brown,	Do.	Do.
"	"	Ditto,	Do.	Do.	Do.
"	"	Ditto,	John Clark,	Do.	Do.
"	"	Ditto,	Do.	Do.	Do.
"	"	Ditto,	Elijah Clark,	Do.	Do.
"	"	Ditto,	Do.	Do.	Do.
"	"	Ditto,	S. W. Marlo,	Do.	Do.
"	"	Ditto,	Do.	Do.	Do.
"	"	Ditto,	Thos. P. Carnes,	Do.	Do.
"	"	Ditto,	Do.	Do.	Do.

ABSTRACT, &c.—Continued.

Date of act.	Date of title.	NAMES OF PARTIES.		Quantity of Land.	Species of warranty, provisos, and conditions.
		From	To		
Jan. 7, 1795,	Jan. 13, 1795,	Geo. Matthews, Governor of Georgia.	James Gunn, Matthew M. Allister, and George Walker, and their associates.	Beginning on the Mobile Bay, where the latitude 31 degrees north of the equator intersects the same, running thence up the said bay to the mouth of the lake Tensaw, thence up the said lake Tensaw to the Alabama river, including Curry's and all other islands therein; thence up the said river Alabama to the junction of the Coosa and Oakesee rivers; thence up the Coosa river, above the Big Shoals, to where it intersects the latitude of 34 degrees north of the equator; thence a true west course to the Mississippi river; thence down the middle of the said river to the latitude 32° 40'; thence a due east course to the Don or Tombigbee river; thence down the middle of the said river to its junction with the Alabama river; thence down the middle of the said river to the Mobile Bay; thence down the said bay to the place of beginning.	One million of acres to be reserved for the citizens of Georgia. The grantees are not permitted to dispose of any part of said territory to any foreign king, prince, potentate, or power whatever.
Jan. 22,	Jan. 22,	N. Long, Th. Glasscock, Th. Cumming, A. Gordon, Same grantors, Same grantees, Do.	Ambrose Gordon, Same grantee, Do.	No. 1. Four shares or four sixteen hundredth parts in said company's lands, computed to be 150 miles in length, and 95 miles in breadth, which are subject to a reservation of 620,000 acres for other citizens.	None.
		Do.	Do.	No. 2. Same quantity, No. 3. do.	Do. Do.
		Do.	Do.	No. 1. Four shares, &c. as above, No. 2. do. No. 1. do.	Do. Do. Do.
Aug. 5,	Aug. 5,	The Treasurer of Georgia to Arch. Woods, who transferred it to	Richard C. Jones, N. Frazier, James Gardner, Same grantee, Do.	4,410 acres of the land reserved for the citizens of Georgia, 13,410 do. do.	Do.
Dec 25, Aug. 7,	Aug. 7,	Treasurer of Georgia to Peyton Wyatt, who transferred it to	Same grantee, Do.	No. 1. Four shares, or four sixteen hundredth parts of Georgia Company's lands.	Do. Do.
Jan. 22,	Jan. 22,	N. Long, Th. Glasscock, Th. Cumming, and A. Gordon, Same grantors, Same grantees, Do.	Same grantee, Do.	No. 2. Same quantity, No. 3. do.	Do. Do.
Aug. 7,	Aug. 7,	P. Clayton, Treasurer of Georgia, Do.	Hamilton and Harper, Same grantee, Do.	2,810 acres of land reserved for citizens' rights, .	Do. Do.
Nov. 21, Aug. 7, Dec. 14,	Nov. 21, Aug. 7, Dec. 14,	Do. to Th. Johnson, who transferred it to Treasurer to N. Fox, who conveyed it to Z. Cox, and he to	James Strawbridge, Jacob Downing, Same grantee, Do.	2,050 do. 5,000 do.	Do. Do.

Aug. 7, 1795,	The Treasurer to I. Fitzgerald, W. Bird, Joseph Mander-ville, John Foster, Vincent Gray, Robert Young, and Horatio Ross.	Jacob Downing,	-	-	-	-	Do.
Feb. 16, 1796,	The above persons conveyed their rights to John Skyrin, who conveyed the same to	John Mullowny,	-	-	-	-	Do.
April 11, 1795,	The Treasurer to John Hunton, who conveyed the same to	Do.	-	-	-	-	Do.
Aug. 7,	The Treasurer to John John-son, who conveyed the same to	Do.	-	-	-	-	Do.
Aug. 4,	The Treasurer of Georgia to Edward Watts, who convey- ed his right and title on the 15th August, 1795, to	Do.	-	-	-	-	Do.
Jan. 22,	N. Long, Th. Glasscock, Th. Cumming, A. Gordon, (<i>Grantees of the G. Company</i>) to Henry Hughes, who con- veyed the same to	Do.	-	-	-	-	Do.
Aug. 7,	Treasurer of Georgia to Pa- trick Jack, who conveyed the same on the 14th September following, to	Do.	-	-	-	-	Do.
Aug. 7, 1795,	The Treasurer to	Do.	-	-	-	-	Do.
Mar. 13, 1797,	John Johnson, attorney for Z. Cox,	John Rhea,	-	-	-	-	Do.
Nov. 1,	Z. Cox, for self, and M. Ma- her, to	Ditto,	-	-	-	-	Do.
Oct. 12,	Ditto,	Ditto,	-	-	-	-	Do.
June 8,	Ditto,	Ditto,	-	-	-	-	Do.
Oct. 12,	Ditto,	Samuel Rhea,	-	-	-	-	Do.
May 29,	Ditto,	Charles Robertson,	-	-	-	-	Do.
April 21, 1781,	Lachlan McIntosh, by his at- torney James Grant.	William Blount,	-	-	-	-	Do.
July 25, 1799,	Z. Cox, by his attorney John Johnson.	John Adair,	-	-	-	-	Do.
Do.	Ditto,	Ditto,	-	-	-	-	Do.
June 3, 1798,	Ditto,	Moses Crawford,	-	-	-	-	Do.
Jan. 16, 1800,	Z. Cox,	John Smith, T.	-	-	-	-	Do.

Zachariah Cox, not to be accountable for any defect in the title of said land.

One share or one sixteen hundredth part of the company's land.

25,000 acres of land,
6,000 acres,
4,000 do.

One undivided moiety or half part of a tract of land lying in the fork of Little river and Tennessee.
12,500 acres of land as was estimated,
11,000 do.
1,000 do.
Eight lots, of 1,000 acres each,
8,500 acres included within the Tennessee purchase, and conveyed to said McIntosh by Z. Cox.
1,000 acres,

Do.
Do.
All the lands not heretofore conveyed by the said Cox, lying and being within the following tract of country, viz: Beginning on the Tennessee river, at the mouth of Bear creek, running with the Tennessee Company's boundary line to the source of said creek; thence, along the Ten- nesse Company's boundary line, due south, until it in- tersects the 34° 10' north latitude; thence, due east, to a point where a direct north course will intersect the mouth of Elk river; running thence up Elk river to the northern boundary line of the Tennessee Company's purchase; thence, a due west course, to the Great Tennessee river; thence, up the same, to the place of beginning.

ABSTRACT, &c.—Continued.

Date of act.	Date of title.	NAMES OF PARTIES.		Quantity of land.	Species of warranty, provisos, and conditions.
		From	To		
Dec. 16, 1797, July 11, " Do. " Sep. 2, " " 4, " April 27, " Nov. 8, " Feb. 24, "		Z. Cox, & Co., Ditto, Ditto, Ditto, Ditto, Ditto, Ditto, Ditto, James Gunn, and Wade Hampton.	Lachlin M'Intosh, Joseph Anderson, Ditto, John Sevier, Ditto, Ditto, Ditto, Thomas Humes, Hugh Rose,	8,500 acres land, 10,000 do. 5,000 do. 20,000 do. Do. 10,000 do. 2,500 do. One full, equal, and undivided moiety, or half part (the whole into two equal parts to be divided) of and in nine full, equal, and undivided tenth parts of, and in the land being within the following boundaries, that is to say: beginning on the river Mississippi, where the latitude 33° 30' north of the equator intersects the same; thence, running a due east course, by lands conveyed to J. Greenleaf, by the Georgia Company, to the main Tombigbee river; thence, up the said Tombigbee, to where the parallel of latitude, 24 British statute miles, north of the said parallel of latitude 33° 30' intersects the said river Tombigbee; thence, a due west course along the said parallel, being the distance of 24 British statute miles as aforesaid, north of the latitude 38° 20' to the river Mississippi; thence down the said river Mississippi, to the place of beginning.	None. Do. Do. Reserving the right of passing such canals, as shall facilitate the intercourse between the Tennessee, and those rivers, falling into the Tombigbee, or Mobile bay, &c. None. Subject to all the conditions, restrictions, reservations, &c. mentioned, and contained in the act of Assembly, and grant of the State of Georgia. The grantees are not to be held to any further warranty than is expressed above, nor liable to the refunding of any money in consequence of any defect in the title, &c.
Sep. 2, 1799, Feb. 20, "		Hugh Rose, Ditto,	Valentine Jones, Ditto,	Same quantity as is above described, which was conveyed by J. Gunn and W. Hampton to said Rose. All that one, equal, undivided moiety, or half part (the whole into two equal parts to be divided) of and in one twelfth part, and also of and in one-fifth part of and in one other twelfth part, which said last twelfth part is reserved by, and stands in the name of James Miller, making together, one-tenth part of and in all that the said territory or tract or parcel of land, including islands lying and being within the following boundaries, that is to say: beginning at the Mississippi river, where the northern line of said State of Georgia strikes the same; thence, along the said boundary line, due east to the Tennessee river; thence, along the said river to the mouth of Bear creek; thence, up Bear creek, where the parallel latitude of 25 British statute miles, south of the northern boundary line of said State intersected the same; thence, along the said last mentioned parallel of latitude across Tombigbee, or Twenty Mile creek; due west to the Mississippi river; thence, up the middle of the said river, to the beginning.	Same conditions, &c. as are mentioned above. Same as above.

ABSTRACT, &c.—Continued.

Date of act.	Date of title.	NAMES OF PARTIES.		Quantity of Land.	Species of warranty, provisoes, and conditions.
		From	To		
Jan. 7, 1795,	Jan. 23, 1795,	N. Long, T. Glascock, T. Cumming, and A. Gordon, (<i>Georgia Mississippi Company.</i>)	Nicholas Long,	Four shares, or four-sixteen hundredths in said company.	
	Do.	Z. Cox, for himself and M. Maher,	Do.	Do.	
May 3, 1793,	May 3, 1793,	Wm. Downs,	Wm. Downs,	10,000 acres of land,	General warranty.
Aug. 23, 1802,	Aug. 23, 1802,	Jas. Strawbridge, trustee, &c.	Henry D. Downs,	Do.	Ditto.
June 21, 1800,	June 21, 1800,	Do.	Robert Stewart,	Eleven shares, &c. in the Tennessee Company's land.	
Do.	Do.	James Gunn,	Charles Bridgen,	Fifteen do.	
Jan. 9, 1795,	Jan. 9, 1795,	M. M. Allister, and George Walker, (<i>Georgia Company.</i>)	John Powell,	14,000 acres of land.	
	Oct. 23, 1795,	J. C. Nightingale,	Joseph L. Wooster,	All that tract or piece of land, &c. granted by Z. Cox to J. C. Nightingale, situate and lying within the following boundaries, viz: Beginning on the Tombigbee river, where the latitude 33° 20' north of the equator intersects the same; running thence, a due east course, to a point on the said parallel of latitude 33° 20' north of the equator, exactly half the distance between the said river Tombigbee and the river Coosa, or Alabama; thence, a due south course, to the parallel of latitude 33° 10' north of the equator; thence, a due west course, along said parallel of latitude 33° 10' north of the equator, to the Don or Tombigbee river; thence up the said river Tombigbee, to the place of beginning.	Subject to all the conditions, provisoes, &c. to which it was originally.

9th CONGRESS.]

No. 111.

[1st Session.]

APPLICATION TO CONFIRM AN INDIAN GRANT.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, DECEMBER 23, 1805.

Mr. GREGG, from the Committee on Public Lands, to whom was committed the petition of George Rogers Clark, made the following report:

That the petitioner states that, whilst he was at Post Vincennes on an expedition against that and other British posts in that country, the head men of the Piankeshaw nation of Indians, by a deed bearing date of the 16th day of July, 1779, conveyed to him a tract of land of two leagues and a half square, situate on the west side of the river Ohio. That he applied to the State of Virginia for a confirmation of this grant, but, before a decision was had, the whole Western territory of that State was ceded to the United States, with certain reservations, one of which was one hundred and fifty thousand acres, for the use of the Illinois regiment, located on the same ground contained in his grant. That, owing to pecuniary embarrassments, resulting from his expedition in that country, he is now involved in much distress, from which he prays Congress to relieve him, by granting him other lands, equal in value to those contained in his Indian deed.

By referring to the constitution of Virginia, which was framed in the month of May, 1776, the committee find it stated in one of the articles, "that no purchase of land shall be made of the Indian natives, but on behalf of the public, by the authority of the General Assembly." The contract under which the petitioner claims, being in direct violation of this article of the State of Virginia, within whose chartered limits the land was situated, is of course void. The committee, therefore, on this ground alone, independent of any arguments drawn from the policy or practice of the General Government, have no hesitation in giving it as their opinion that the prayer of the petition ought not to be granted; and they, therefore, recommend the following resolution:

Resolved, That the prayer of the petition of George Rogers Clark ought not to be granted.

9th CONGRESS.]

No. 112.

[1st Session.]

LAND TITLES IN THE MICHIGAN TERRITORY.

COMMUNICATED TO CONGRESS, DECEMBER 23, 1805.

To the Senate and House of Representatives of the United States:

The Governor and Presiding Judge of the Territory of Michigan have made a report to me of the state of that territory; several matters in which being within the reach of the legislative authority only, I lay the report before Congress.

DECEMBER 23, 1805.

TH: JEFFERSON.

DETROIT, October 10, 1805.

The Governor of the Territory of Michigan and the Presiding Judge thereof, in compliance with the wishes of the Government and the people of the territory, have the honor to make the following report relative to the affairs of the territory:

By the act of the Congress of the United States, establishing the territory, the government thereof was to commence from and after the 30th day of June, 1805. The Presiding Judge arrived at Detroit, the seat of the Government, on Saturday, the 29th day of June, and the Governor on Monday, the 1st day of July. The Associate Judge, who was previously a resident of the territory, was already there. On Tuesday, the 2d July, the Governor, in pursuance of the ordinance of Congress, administered to the several officers their respective oaths of office, and on the same day the operations of the Government commenced.

It was the unfortunate fate of the new Government to commence its operations in a scene of the deepest public and private calamity. By the conflagration of Detroit, which took place on the morning of the 11th of June, all the buildings of that place, both public and private, were entirely consumed; and the most valuable part of the personal property of the inhabitants was lost. On the arrival of the new Government, a part of the people were found encamped on the public grounds in the vicinity of the town, and the remainder were dispersed through the neighboring settlements of the country, both on the British and the American side of the boundary.

The place which bore the appellation of the *town of Detroit* was a spot of about two acres of ground, completely covered with buildings and combustible materials, the narrow intervals of fourteen or fifteen feet, used as streets or lanes, only excepted; and the whole was environed with a very strong and secure defence of tall and solid pickets. The circumjacent ground, the bank of the river alone excepted, was a wide commons; and though assertions are made respecting the existence, among the records of Quebec, of a charter from the King of France, confirming this commons as an appurtenance to the town, it was either the property of the United States, or at least such as individual claims did not pretend to cover. The folly of attempting to rebuild the town, in the original mode, was obvious to every mind; yet there existed no authority, either in the country, or in the officers of the new Government, to dispose of the adjacent ground. Hence had already arisen a state of dissension which urgently required the interposition of some authority to quiet. Some of the inhabitants, destitute of shelter, and hopeless of any prompt arrangements of Government, had re-occupied their former ground, and a few buildings had already been erected in the midst of the old ruins. Another portion of the inhabitants had determined to take possession of the adjacent public ground, and to throw themselves on the liberality of the Government of the United States, either to make them a donation of the ground, as a compensation for their sufferings, or to accept of a very moderate price for it. If they could have made any arrangement of the various pretensions of individuals, or could have agreed on any plan of a town, they would soon have begun to build. But the want of a civil authority to decide interfering claims, or to compel the refractory to submit to the wishes of a majority, had yet prevented them from carrying any particular measure into execution. On the morning of Monday, the 1st day of July, the inhabitants had assembled for the purpose of resolving on some definitive mode of procedure. The Judges prevailed on them to defer their intentions for a short time, giving them assurances that the Governor of the territory would shortly arrive, and that every arrangement in the power of their domestic Government would be made for their relief. On

these representations, they consented to defer their measures for one fortnight. In the evening of the same day the Governor arrived; it was his first measure to prevent any encroachments from being made on the public land. The situation of the distressed inhabitants then occupied the attention of the members of the Government for two or three days. The result of these discussions was, to proceed to lay out a new town, embracing the whole of the old town and the public lands adjacent; to state to the people that nothing in the nature of a title could be given under any authorities then possessed by the Government; and that they could not be justified in holding out any charitable donations whatever, as a compensation for their sufferings, but that every personal exertion would be used to obtain a confirmation of the arrangements about to be made, and to obtain the liberal attention of the Government of the United States to their distresses.

A town was accordingly surveyed and laid out, and the want of authority to impart any regular title, without the subsequent sanction of Congress, being first impressed and clearly understood, the lots were exposed to sale under that reservation. Where the purchaser of a lot was a proprietor in the old town, he was at liberty to extinguish his former property in his new acquisition, foot for foot, and was expected to pay only for the surplus, at the rate expressed in his bid. A considerable part of the inhabitants were only tenants in the old town, there being no means of acquiring any new titles. The sale of course could not be confined merely to former proprietors, but, as far as possible, was confined to former inhabitants. After the sale of a considerable part, by auction, the remainder was disposed of by private contract, deducting from the previous sales the basis of the terms. As soon as the necessities of the immediate inhabitants were accommodated, the sales were entirely stopped, until the pleasure of Government could be consulted. As no title could be made, or was pretended to be made, no payments were required, or any moneys permitted to be received, until the expiration of one year, to afford time for Congress to interpose. The remaining part was stipulated to be paid in four successive annual instalments. The highest sum resulting from the bids was seven cents for a square foot, and the whole averaged at least four cents. In this way the inhabitants were fully satisfied to commence their buildings, and the interfering pretensions of all individuals were eventually reconciled. The validity of any of the titles was not taken into view. The possession under the titles, such as they were, was alone regarded, and the validity of title left to wait the issue of such measures as Congress might adopt, relative to landed titles in the Territory of Michigan generally. It therefore now remains for the Congress of the United States either to refuse a sanction of the arrangement made, or, by imparting a regular authority to make it, or in some other mode, in their wisdom deemed proper, to relieve the inhabitants from one of the most immediate distresses, occasioned by the calamitous conflagration.

Strongly impressed with a sense of the worth of the people, and deeply commiserating their sufferings, of a great part of which they were eye-witnesses, the officers of their local Government cannot refrain from adding their warmest degree of recommendation to forward the liberality the Congress of the United States will unquestionably be inclined to exercise towards them, and the disposition which will doubtless prevail towards attaching their affections, promoting their interests, and relieving their distress. Whether a donation of the acquisitions which have been stated, or of lands more remote, or the application of the proceeds to public purposes within the country, will be most advisable, the undersigned pretend not to say; but whatever relief may be extended to them on the part of the General Government, they hesitate not to assert, will be of the most essential utility to them, and rendered to objects of real merit.

The organization of the courts of justice next demanded consideration. A judicial system was established on principles of convenience, economy, and simplicity. Courts were held under it, and all the existing business settled; every subject requiring to be legislated upon was acted on as far as the Government was competent to act. At the close of the other arrangements, the militia of the territory were completely organized and brought into the field.

The various acts, both of legislative and executive description, will appear at large in the semi-annual report of them, which the laws of the United States require, and it will, therefore, be unnecessary to exhibit the details of them.

The grand juries constantly presented addresses to the courts on the subject of their land titles. The several companies of militia elected delegates to a general meeting, which, among other objects, addressed the Government on the subject of their titles, and earnestly requested the personal attendance of the Governor and one of the Judges during a part of the session of Congress. Indeed, the confused situation of land titles during the nine or ten years the United States have had possession of the country, has been such, and is so increasing by lapse of time, as now loudly to call for a definitive adjustment.

It is now nearly a century and a half since the first settlements were made in this country, under the French Government, and in the reign of Louis the XIVth, whose name it then bore, in common with what has since exclusively been termed Louisiana. In 1673, an officer, commissioned by the French Government, explored the waters of the West; taking his departure from lake Michigan, he penetrated to the Ouisconsin river, and afterwards to the Mississippi, and returned through the Illinois country, after having sailed down the Mississippi within one degree of latitude of the southern boundary of the United States, previous to the late treaty of Paris, of April, 1803, and that anterior to the discovery of the mouth of the Mississippi by La Salle. Prior to this era the settlements of the strait had commenced, and Detroit claims an antiquity of fifteen years superior to the city of Philadelphia. The few titles granted by the Government of France were of three French acres in front, on the banks of the river, by forty in depth, subject to the feudal and seignorial conditions which usually accompanied titles in France. The ancient French code called *la coutume de Paris* was the established law of the country, and the rights of land were made strictly conformable to it. All these grants, however, required the grantee, in a limited period, to obtain a confirmation from the King; and, with the exception of a very few, this confirmation has never been made. On the conquest of the French possessions by Great Britain, in the war which terminated by the treaty of Paris, in the year 1763, as well in the original articles of capitulation in 1759 and in 1760 as in the subsequent treaty itself, the property of the inhabitants of the country is confirmed to them. The expression in the original is, *leurs biens, nobles et ignobles, meubles et immeubles*. It is, therefore, conceived to comprehend these lands. On the acquisition by the United States of America of that portion of Canada which is now comprehended within the limits of the Territory of Michigan, by the definitive treaty of peace, at Paris, in 1783, the subjects of His Britannic Majesty are secured from loss or damage, in person, liberty, or property; and in the treaty of London, negotiated between Mr. Jay and Lord Grenville, in November, 1794, they are still more particularly confirmed in their property of every kind, land, houses, or effects. However defective, therefore, the class of original proprietors may be with respect to the evidence of title according to the American forms, it is conceived their rights are extremely strong. The British Government granted few titles, and these were generally mere permissions of military officers to use or occupy certain pieces of land, often unaccompanied with any written evidences, but assuming, from long continued possession, an appearance of right. Under the American Government no titles of any kind have been granted.

From this state of things some consequences have resulted, which are not, indeed, difficult to foresee, but which it is difficult to remedy. One of these consequences, and, perhaps, not the least important, is the effect it has had on the destiny and moral character of the progeny of the original colonists. When it is remembered that the troops of Louis the XIVth came without women, the description of persons constituting the second generation will not be difficult to conceive. When it is considered, at the same time, that, destitute of titles to land, they were precluded from the means of acquiring them, it will be obvious that an entrance into the savage societies, or, at most, employments in the commerce carried on with them, were their only resources. While, therefore, the American colonizations of the same and of subsequent date have grown into regular, agricultural, and opulent States, these countries have been destined to anarchy, to ignorance, to poverty. The emigrant, whom curiosity or enterprise at any time brought into the country, was either attracted to the British side of it, or disappeared in some mode less easy to account for. Accession, by foreign population and by natural increase, being thus at once cut off, the fate of this fine region has necessarily been that insignificance which still belongs to it. The British Government, in recent periods, have confirmed original proprietors; made a donation of a quantity equal to the original grant, termed a *continuation*; and have granted lands to settlers, without any other price than common fees of office attending the acquisition of the grant. Such, however, is the inestimable value of liberty to man, that, notwithstanding these,

and, if possible, greater inducements to the settlers, the undersigned venture to predict a marked superiority to the American side, even at the prices at present required by the American Government, or a slight variation of them, if the old claims are at once adjusted, and the country laid open to the acquisition of new title.

From the state of the country which has been represented, another consequence has resulted. Encroachments, in some instances, grafted on original title, and in others without a semblance of title, have been made on lands which are, or ought to be, the property of the United States. Individuals have proceeded to extinguish the native right, contrary to the regulations of all the Governments; and, in some instances, extensive settlements have been made on titles thus acquired. What arrangements the United States will make on this head, it belongs not to us to anticipate; we shall only recommend a liberal and merciful disposition to the people of this country, of whom it may be safely asserted they are less to be charged with depravity of character, than their Governments have been with cruel neglect and indifference.

The claims of the present inhabitants require to be considered under one more aspect, novel, indeed, but not the less founded in truth. When the American comes into contact with the aboriginal, if he is not considered as an enemy, he is at least regarded as a character with whom they are to struggle, and, if in no other, certainly in a pecuniary view. But the Canadian, allied by blood, by long established intercourse, by a countless reciprocity of services, their native claims having long, as to time, been extinguished, and their honor and good faith having been repeatedly pledged for his protection, is uniformly regarded as their brother, and with him they are disposed to make a common cause. Hence *justice*, and *liberal justice*, to the Canadian inhabitant is an important point of policy in the conduct of the American Government towards the aboriginal inhabitants.

The extent of the Canadian extinguishment of Indian title, though in itself indefinite, appears first to have received limits in the treaty of fort McIntosh, in 1785. We there first find a written dereliction of Indian claim for a breadth of six miles from La Riviere aux Raisins, now called Rosine, on lake Erie, to the lake St. Clair. In the subsequent treaty of fort Harman, in 1789, the same dereliction is confirmed. In the ulterior treaty of Greenville, in 1795, the confirmation is repeated, and additions made.

The treaty with Great Britain, of 1783, and the subsequent one of 1794, were made for the accomplishment of great national objects, having very little connexion with Canadian and Indian claims. The treaties of fort McIntosh, fort Harman, and of Greenville, were all formed on other far more important points; and the quantity of extinguished Indian title in Michigan, recognised by them, is less to be considered as *an acquisition of new title*, than a *definition of the old*. The expense of these negotiations, therefore, can scarcely be said, in any sense, to attach to this country; and, perhaps, it may be truly said that all the Indian title at present extinguished within the Territory of Michigan has not cost the United States a single dollar, but is entirely a recognition of a previous but indefinite title, extinguished by the Canadians. Hence a question will arise, whether it is more than *barely justice* to the inhabitants to allow them the whole of this part, or otherwise to permit the proceeds of it to be applied to their benefit, in the education of their youth, in the erection of public buildings, such as court-houses and jails, which the late conflagration has entirely deprived them of, and in laying out roads, and other improvements in their country. Next to the adjustment of the old titles, comes the acquisition of new. It is believed that at this period, and in a particular mode, a very large portion of Indian title may be shortly extinguished; but as this part of the subject may hereafter be deemed confidential, it is made the subject of a distinct report.

On an occasion like the present, it may not be unadvisable to revise some of the regulations relative to the territory.

On all the subjects requiring legislation, the present Government act with difficulty, and, on many, cannot act at all. All laws will be found to operate on particular *places, times, and persons*; and in no State which enters into the composition of the American Union, will an abstract code of principles be discovered free from a connexion, and that a very close one, with the *places, times, and persons* affected by them. Hence the strict *adoption* of any code, or even of any one law, becomes impossible. To make it applicable, it must be adapted to the geography of the country, to its temporary circumstances and exigencies, and to the particular character of the persons over whom it is to operate. Hitherto it has been religiously the object to follow what has been deemed the substance of the law, whatever modifications the form of it was obliged to undergo. But different minds will not always correspond in sentiment on what is *substance*, and what is *form*; and in all the litigations which arise under laws, those affecting the validity of the law itself are the most intricate and difficult. Hence, in a country whose administration ought to be marked with simplicity, intricacy, procrastination, and uncertainty in affairs, result. To adopt laws from all the original States, the laws of all the original States ought to be furnished; and, waiving the difficulty and expense of procuring them, what body of men, under the pressure of immediate business, can acquire a complete acquaintance with them? The possession of all the codes, if it were possible, and a complete acquaintance with their contents, would still prove an abortive cure; for, in many very simple cases, a strict precedent will be searched for in vain. Is the object to establish a ferry, to regulate the affairs of any district, to erect a court-house, or to institute a school, however urgent the call, however obvious the means, it must often be abandoned for want of a precedent that will apply; and often, when attempted, may be defeated, from the want of a strict correspondence between the law made and the precedent from which it professes to be adopted? The real security for the prevalence of republican principles rests not in a provision of this awkward kind: for, even in the codes of the States, the disciple of aristocracy may sometimes find a weapon. It rests in the general probability that the administrations of this description will be conformable to the general administration. It rests in the parental control of Congress. Experience is the best test of the propriety or impropriety of a law; and if a law be made which gives dissatisfaction, the natural resort is to the authority first making for its correction, and when from defect of power or of inclination the evil is found irremediable by them to superior authority.

The requiring a possession of certain quantities of land in various officers is not only impracticable in the present instance, but the policy on which the provision may have originally been grounded has ceased to exist.

The southern boundary of the territory is indefinite. Though, in the present maps of the United States, a line of latitude through the southern bend of lake Michigan appears to strike lake Erie near the mouth of the Miami, yet, in the maps of Arrowsmith and McKenzie, such a line of latitude would not strike lake Erie, but pass entirely south of it. The anxiety of the southern settlers of the territory is great not to be attached to the State of Ohio, which would be incommensurable to them, but to Michigan, which is so much more convenient. The western end of lake Erie, even from Sandusky, would feel this convenience.

The case of the Wyandot Indians deserves the consideration of Government. They live in two towns, Maguaga and Brown's town, within the limits of the American title. To the treaty of fort Harman a clause was annexed, stipulating that they might remain unmolested. In the treaty of Greenville, this provision is omitted. They constantly assert, and there are not wanting reputable citizens who join them in the assertion, that they were solemnly promised by General Wayne a continuance of the indulgence. It may, therefore, be worthy of serious consideration, whether it may not be advisable, in the adjustment of titles, to recognise their possessions, and invest them with the character of citizens.

WILLIAM HULL,
Governor of the Territory of Michigan.
A. B. Woodward,
Presiding Judge of the Territory of Michigan.

9th CONGRESS.]

No. 113.

[1st Session.]

LAND TITLES IN THE TERRITORY OF ORLEANS—THE CULTURE OF SUGAR—AND THE ENDOWMENT OF PUBLIC SCHOOLS.

COMMUNICATED TO THE SENATE, DECEMBER 31, 1805.

IN THE HOUSE OF REPRESENTATIVES OF THE TERRITORY OF ORLEANS.

THURSDAY, the 14th November, 1805.

To the Honorable the Senate and to the Honorable the House of Representatives of the United States in Congress assembled, the memorial of the House of Representatives of the Territory of Orleans respectfully represents:

That your memorialists have carefully considered the act passed at the last session of Congress, entitled "An act for ascertaining and adjusting the titles and claims to land within the territory of Orleans and the district of Louisiana;" and whilst they applaud the motive which has thus early called your attention to that subject, they remain impressed with a conviction that many of the provisions of that act require amendment. Attributing these defects in the law to the want of that local information which their remote situation from the seat of Government has rendered it impossible you should attain, your memorialists confidently trust, that, upon exposing the injuries to which they would be subjected by the execution of that act, in its present imperfect form, your honorable body will apply the appropriate remedy.

The former Governments of France and Spain, under whose dominion this country has successively passed, did not consider the vacant lands as a source from which revenue was to be derived, but as a means of increasing the population of the country, encouraging its agriculture, and gaining the affection of its inhabitants. Hence, they were ever ready to grant lands to those who removed to the province, and applied for them; and, although the concessions generally contained conditions that the lands should be settled within three years, that the roads and levees should be made, and that the grantee should not alien unless the conditions were performed, yet it was well understood that these conditions, like those inserted by the British Government in many of her colonial patents, were not designed for the purpose of compelling a rigorous performance of them, but with a view to impress the grantee with a sense of dependence upon that Government from which his titles emanated, and to bind him to that sovereign upon whom they depended for ultimate confirmation. In no case were lands re-annexed to the king's dominions for want of a performance of the condition, except where the grantee had manifested some decided disposition to abandon them or to leave the province; and even then such lands were never considered as liable to be re-granted, until the Surveyor General, who was ordered to make the necessary inquiries, reported that the lands in question were subject, in consequence of neglecting to perform the condition, to be re-annexed to His Majesty's domain. From this view of the subject, your honorable body will readily account for that want of a disposition to speculate in lands, which is manifested by the small tracts which are now held by all the ancient inhabitants, and for that negligence in obtaining complete titles, which would, in other countries, be inexcusable and unaccountable. When Government, possessing immense tracts of land, were ever ready to bestow them on the first applicant, it is obvious that such property would never be considered as worth the expense of engrossing; and where new concessions were daily offered to strangers, it is not surprising that the old inhabitants should feel secure, even with imperfect titles, on the scanty portions which their ancestors or themselves had acquired.

The act to which we have called the attention of Congress requires that, in order to the confirmation of incomplete titles, dated prior to the 1st day of October, 1800, it shall be necessary,

1st. That the person in whose favor the warrant issued, should, at the time it emanated, have attained the age of twenty-one, or have been the head of a family;

2d. That the lands should have been actually inhabited and cultivated on the 1st day of October, 1800, by the grantee, or by some one for his use.

The instances where, after performing the conditions in the warrant of survey, the settler has proceeded to obtain his patent, are comparatively few. Lulled into security by causes already briefly enumerated, he depended confidently on his possession, accompanied by his survey; and, in numerous instances, after performing the conditions, the lands have been transferred, by repeated sales, or have passed, by testament or descent, through numerous heirs, or devisees, without any other written evidence of right than a warrant, followed by a plat and certificate of survey. Aged invalids are now the proprietors of tracts held under warrants granted to minors; and numerous families, at this moment, subsist upon the production of lands formerly granted to those who were then unmarried, and without families. Indeed, infancy, celibacy, or the want of a family, were never thought of as an objection to the emanation of patents under the French or Spanish Governments, and, your memorialists humbly presume, can never furnish a just reason for refusing a confirmation of incomplete claim, under the equitable Government of the United States.

Your memorialists, therefore, confidently trust, that your honorable body, aware of the injustice of changing the tenure by which their lands have heretofore been held, will not make the titles of the citizens of this territory depend upon conditions not known to them at the time of acquiring their property, not inserted in their concessions, and not contemplated by the laws or usages of the Government from which their claims are derived.

An inspection of the concessions or warrants of survey issued by the Spanish authorities here, will prove that manifest injustice will be done to numerous claimants, should proof be required that the land was actually inhabited and cultivated on the 1st day of October, 1800, by him in whose favor the warrant issued, or by some person for his use. In the forms of these concessions or warrants of survey, little variety is discoverable. They state that the roads and levées, where they are necessary, are to be made within a year; that the land is to be settled before the expiration of three years, and is not to be aliened until the conditions are performed. Upon the most strict construction of this instrument, it is clear that the holder is allowed three years to settle his land, and that this period cannot be abridged without an act of manifest injustice. In all instances where the orders of survey are not dated more than three years anterior to the first day of October, 1800, this provision of the act would operate to the great injury of the honest claimant. Your memorialists beg leave to be indulged in repeating, that the Spanish Government never resumed their grants on account of the non-performance of conditions, unless the party claiming had evinced some disposition to abandon the land, or to emigrate from the province. It may be proper also to observe, that, in many instances, where lands had been long settled, and every condition religiously performed, the proprietor had either settled on some other tract which he acquired by purchase, or owed to the bounty of Government, and had permitted his former acquisition to remain on the 1st day of October uninhabited and uncultivated either by himself or by any person for his use. It would seem superfluous to observe on the injustice of refusing to confirm a claim under these circumstances, for want of residence and of cultivation; and yet such is the actual state of numerous claims within the territory of Orleans. Your memorialists, therefore, pray that so much of the act as requires actual residence on the land, and cultivation, may be dispensed with, and that the commissioners, in confirming titles, shall be guided by the tenor of the title papers, and the laws and usages of the Government from which the claims are derived.

Your memorialists have also discovered, with extreme regret, that no provision is made for recording and confirming any incomplete titles under Spanish warrants dated subsequent to the 1st day of October, 1800, and prior to the period at which this territory was surrendered to the French republic. It is a fact well known to your honor-

able body, that, after the treaty of St. Ildefonso, the Spanish authorities continued in possession of this territory, exercised their usual acts of sovereignty, and were supposed by her subjects to enjoy their former unlimited right of granting away the soil. Hence proceeded that confidence which allured adventurers to this country, induced them to accept surveys of land, to enter into possession, and faithfully to perform the usual conditions. That regard for equity which prevails in the ordinary tribunals of the United States would, it is supposed, prescribe a confirmation of titles commenced under such circumstances; and your memorialists hope that some provision will be made, by which claimants under Spanish titles dated since the first day of October, 1800, shall be confirmed in their rights.

Your memorialists deem it a sacred duty, which they owe to themselves and to their constituents, to apprise your honorable body, that, in consequence of repeated casualties by fire, and owing to the loss of papers and records consequent upon the frequent political changes to which this country has been subjected, the title papers of numerous claims have been lost or entirely destroyed. It is some consolation under this misfortune, that the claimants who have suffered most in the loss of papers, are generally those who have remained long in peaceable possession, and who will be able to prove an acknowledged right, not disputed, for a succession of years. Equity, however, and a just regard for the peculiar situation of those who have been thus deprived of the evidences of their rights, would seem to require that some specific provision should be made for their relief.

From reflecting on the extent of the districts, and the difficulty of travelling through them, and recollecting that the same individuals may necessarily have business, as parties or witnesses, at each of the Boards, your memorialists are induced to believe that the time allowed at present for registering will be too short, and therefore pray that it may be extended.

In many parts of this territory, but particularly in the large and populous counties of Attakapas and Opelousas, the inhabitants have generally settled upon bayous or rivers, where the soil is extremely fertile, but where there is not a sufficiency of timber for the purposes of fuel and agricultural conveniences. Immediately behind these lands the prairies or natural meadows commence, and continue to different extents of from one to twenty and even thirty miles. These prairies are destitute of timber, and terminate in marshes or cypress swamps. The timber growing on these marshes has been the only source from which the settlers have supplied themselves, and the Spanish authorities here, convinced of the importance of reserving them as a common for the use of the inhabitants, refused to grant them to individuals. These swamps at this moment belong to the United States, and severe penalties are annexed to the offence of cutting timber upon them. Without a continuance of the indulgent permission to use the timber on these swamps, the inhabitants situated near the prairies will be compelled to abandon their habitations. Your memorialists, therefore, pray that the citizens of this territory, situated as aforesaid, may be allowed the use of the nearest cypress swamps, without incurring the penalties of the law, and that legal provision may be made, securing them in the right of common in such lands.

Another subject of incalculable importance to the most useful cultivators in this territory, those who reside on the two borders of the river below the Chafalaya and Iberville, forces itself upon the attention of your memorialists, and seems to deserve the tender consideration of your honorable body. The lands alluded to are divided into small tracts, which are entirely cleared on their front, and have long been under cultivation. The grantees of these lands, at the moment of acquiring them, were at liberty to take gratuitously either a single concession, by which they acquired a depth from the river of forty acres, or a double concession, by which they acquired all the land between the river and the lakes or morasses which approach its borders on both sides. A few of the early grantees accepted double concessions, whilst the greater number, knowing that the lands between them and the lakes would at any time be conceded to them upon their application, and being ignorant of the future destinies of the country, contented themselves with single concessions. These settlers felt the less anxious to extend their grants, when they reflected that the morasses and swamps pressed in every where behind their lands so close, as to allow in few instances more than thirty, and in many less than twenty acres in depth fit for culture. The lands behind these concessions were sacredly preserved by the Spanish Government for the proprietors in front, and they were at any time able to procure them by offering proof that an extension of their grants would not injure the holders of double concessions.

The culture of sugar, a culture of the first importance to the prosperity and independence of the United States, a culture forbidden by nature to the other inhabitants of the Union, and confined exclusively to their favored spot, has on many plantations already nearly exhausted the timber, and will, unless aided by the cypress groves, so long reserved by the Spanish Government for the present inhabitants, greatly languish, or be entirely abandoned. Should these lands be exposed for sale, it is obvious that they could be bought only with the view of harassing the proprietors of the front, because not an acre of them is fit for culture of any kind, and they can be approached only by passing through the cultivated lands of those who are the proprietors of the front. To promote the culture of sugar, to quiet the minds of the settlers, to screen them from the rapacity of those who might purchase the lands between them and the lakes, and to fulfil their expectation founded on the immemorial usages and solemn assurances of their former Governments, your memorialists pray that the holders of single concessions may be placed upon the same footing with those to whom double concessions were granted by the Governments of France and Spain.

Your memorialists, before they conclude this address to your honorable body, beg leave to direct your attention to a memorial transmitted you by the late legislative council, relative to the establishment and endowment of public schools, and pray that the liberality which has been so honorably displayed towards the other territories, may be generously extended to the territory of Orleans; and your memorialists, as in duty bound, will ever pray.

JEAN NOEL DESTRIHAN.

Speaker of the House of Representatives.

ELIGIUS FROMENTIN, *Clerk.*

[The following papers, connected with this memorial, were placed on file by Mr. Anderson, chairman of the committee to whom the memorial was referred.]

ST. LOUIS, January 24th, 1806.

SIR:

We take the liberty of enclosing a petition signed by Pierre Antoine Laforge, in the name and on behalf of the inhabitants of the district of New Madrid, and enclosed with a letter to John B. C. Lucas, to be by him delivered to the Board.

The principal object of this memorial is to show convincing reasons to Congress for the temporary removal of the Board of Commissioners to the town of New Madrid, founded on the remoteness of the district, and the impossibility of producing witnesses before the Board, from the want of means to bear the expense. These difficulties, and the hardship of their situation, the commissioners are fully aware of, and would willingly accommodate the district. The Board, through an apprehension of the impositions, public and private, likely to be practised by means of *ex parte* depositions, have as yet required that testimony should be delivered *viva voce* before the Board, and this practice it is their wish to continue, until the prayer of this memorial be determined by Congress. And they beg leave to say, that, if the additional expenses of transportation of themselves and family are satisfied by a reasonable compensation, they will have no objection to comply with the wishes of the people of New Madrid.

They have the honor to be, with respect, your most obedient servants,

JOHN B. C. LUCAS,
JAMES L. DONALDSON,
CLEMENT B. PENROSE.

The Honorable ALBERT GALLATIN, *Secretary of the Treasury.*

P. S. If you should think that too much inconvenience would attend waiting for the decision of Congress as to taking of depositions, the commissioners would be satisfied with your opinion on the subject.

TREASURY DEPARTMENT, *April 4th, 1866.*

SIR:

I have duly considered the New Orleans memorial, and the observations of the Attorney General thereon. These, together with the information received from the several Boards of Commissioners, and a conversation with Mr. Lewis, one of them, who has lately returned from New Orleans, induce me respectfully to suggest the following remarks:

I. *Claims to land.*

As it appears that in a great many instances no legal evidence of a permission to settle can be produced, and as great hardship would follow from a total exclusion of grants for lands granted to minors, it would seem proper to provide, 1st. That a quiet possession of three years shall be considered as evidence of a permission to settle. 2dly. That when lands have been in the quiet possession of the owners during ten years, the grants or concessions shall not be invalidated by reason of the grant having been made to a minor.

As it relates to other grants to minors, to double concessions, and to concessions made subsequent to the treaty of San Ildefonso, our information is not sufficient; and, for the present, it would be more eligible only to direct a special report to be made, and to declare that, in the meanwhile, the lands shall not be sold.

II. *Time of filing claims.*

It is absolutely necessary to extend the time in the territory of Orleans; no more than one hundred and fifty having been presented in the eastern district, and less than five hundred in the western. But from the want of information in the country, the scattered situation and distance of many settlements, and the reluctance, encouraged by disabled persons, to exhibit the claims, a general compliance with the law cannot be expected, unless a greater number of offices be established, or the Registers be authorized to appoint temporary deputies in each county, for the purpose of receiving the notices of claims, disseminating the information, and removing the unfounded apprehensions of the people.

III. *Organization and duties of the commissioners.*

It would also promote a prompt investigation of the claims, and remove a strong objection, if the commissioners were authorized to travel to the several counties, and to collect on the spot oral evidence. This is equally applicable to Louisiana, as will appear from the enclosed copy of a letter from the commissioners there. But, both to diminish the expense, and to avoid delays, I would propose that the President should be authorized to diminish the number of commissioners, if he shall think it proper. It must be recollected that the Boards are not authorized to make a final decision; and one man might prepare a report as well as three.

In addition to those alterations, I will also state that the surveyor of the lands south of the State of Tennessee suggests the necessity of two of his deputies being authorized to keep permanent offices in the territory of Orleans, and being allowed a small compensation therefor. Should it be the opinion of the committee that lands ought to be offered for sale in that territory, provision may be made to that effect for the western district, in which a portion of land has, in conformity with last year's act, been directed to be surveyed. But there are but few vacant in the eastern district, except swamps; and it would be preferable to delay sales there, until a report shall have been received from the commissioners.

I have the honor to be, respectfully, sir, your obedient servant,

ALBERT GALLATIN.

Honorable JOSEPH ANDERSON, *in Senate.*

9th CONGRESS.]

No. 114.

[1st Session.]

LAND CLAIMS IN MISSISSIPPI.

COMMUNICATED TO THE SENATE, ON THE 7th OF JANUARY, 1866.

UNITED STATES OF AMERICA.

To the President and members of the Senate of said United States, the memorial of the undersigned, in behalf of the holders of the title of the Upper Mississippi Company to lands in the Mississippi territory, most respectfully sheweth:

That your memorialists have frequently presented themselves before the Government of the United States (not as voluntary intruders, but in compliance with a public advertisement of their commissioners) to receive a proportion of the proceeds of five millions of acres of land reserved out of the territory, lately ceded to the United States by the State of Georgia, and appropriated by an act of Congress passed the third day of March, 1803, as a fund for compensation of the claims of your memorialists and others to a large portion of said ceded territory—claims derived from the State of Georgia under an act of that State passed the seventh day of January, 1795.

The respect which your memorialists owe, and feel towards their Government led them cheerfully to apply for the proposed compensation, rather than contend for the whole. But, by the public debates on the subject of these claims in the House of Representatives, it appears that some of the members of that honorable body are of opinion that your memorialists have *no rights at all, not even to compensation*, that the titles they hold are *fraudulent*, and *known to be such*, by the present holders at the time of their purchase.

With respect to any such knowledge on the part of your memorialists, they do most solemnly declare they neither had nor could have any; it was impossible for them to entertain any doubts as to the validity of the act under which their titles are derived, there being at that time no complaint or accusation against the Legislature, or the grantees, even in Georgia itself. For the truth of this assertion, your memorialists beg leave respectfully to refer to the delegates of Georgia now in Congress; and to the committee of the House of Representatives, to whom these claims were referred at their last session. The purchase of your memorialists was made in Charleston in February, 1795: their deed of conveyance is dated the 6th of March, 1795.

This unexpected suggestion as to their rights has caused a ruinous delay as relates to your memorialists, by prolonging and preventing a settlement by compromise, and by putting them to very heavy expenses.

As soon as your memorialists discovered this opposition to a settlement by compromise, they lost no time respectfully to declare their readiness to meet the question of right in a court of law, to the full extent of their claims, and did pray that Congress would be pleased to direct by law that the claims of your memorialists be referred to the decision of the Judges of the Supreme Judiciary Court of the United States. And they now again humbly pray that such a reference may be made, if in their wisdom Congress should think it more for the interest of the United States than a settlement by compromise.

The vast original cost paid eleven years ago, and the heavy expenses yearly accumulating upon your memorialists in seeking redress, are too oppressive to be much longer supported. Many of the claimants are already reduced

to circumstances that loudly appeal to the honor and magnanimity of Congress for speedy relief. In the fond hope and full confidence of which, your memorialists offer this respectful address to your honorable body.

JOSEPH PEPPIN,

In behalf of the Upper Mississippi Company.

CITY OF WASHINGTON, December, 1805.

UNITED STATES OF AMERICA.

To the President and Members of the Senate, and to the Speaker and Members of the House of Representatives in Congress assembled, December, 1805, the Memorial of the Directors of the New England Mississippi Land Company, in behalf of themselves and their associates in said company duly authorized, respectfully represents:

That they have repeatedly, by their agents, presented themselves before the Government of the United States, on the subject of their claims to a certain portion of the lands lying south of the State of Tennessee, and within the district of the Mississippi territory.

Previously to the cession of said territory, by the State of Georgia, to the United States, their memorials to the President of the United States had for their object the giving of formal notice to the General Government, of the title under which they held, and the extent and location of their claims; as well to prevent any bar to their rights, from remaining silent while the contemplated cession was progressing, as to appeal to the justice of Congress for their aid in bringing them to some definite issue.

During the negotiation between the commissioners of the United States and the State of Georgia, your memorialists, by their agents, attended, and again renewed their claims, and put in their caveat against the United States purchasing any part of the lands within the limits of their grants; but, in obedience to the law of Congress, they at the same time manifested to the commissioners of the United States their readiness to enter into a compromise and adjustment of their claims on reasonable terms; and several communications in writing, as well as in conversation, passed between the commissioners and the agents of your memorialists on the subject; copies of the former are herewith presented. By these, it will appear that the commissioners would probably have abandoned the negotiation with the commissioners of Georgia, had they not have been assured by the agents of your memorialists, of their readiness to adjust their claims on a reasonable indemnity; and on this ground the five millions of acres were reserved in the third article of the treaty of cession, for the purpose of compromising the claims not otherwise provided for in the treaty.

And your memorialists further represent, that Congress did, at the cession subsequent to the ratification of said treaty, appropriate by law the five millions of acres for the purpose intended by the treaty; and that they have ever since attended at the seat of Government, avowing themselves ready to enter into the contemplated compromise with any commissioners who might be authorized to act on the subject. Two bills were introduced for that purpose into the House of Representatives at the two last sessions of Congress, but were postponed, to the great disappointment of the claimants. They now most respectfully again declare to Congress their willingness to enter into the adjustment of their claims by compromise, provided Congress shall see fit so to direct: or, if Congress, in their wisdom, should think it expedient to direct the whole title of the claimants to be decided by the Judges of the Supreme Judicial Court of the United States, and should pass a law to carry it into effect, the claimants will cheerfully submit thereto. But your memorialists take leave finally to represent, that, already depressed with procrastinations, and inasmuch as a further delay would probably put it out of the power of many of the claimants, from want of resources, to make further applications to Congress, they humbly hope that Congress will now adopt some definite arrangement on this subject; and your memorialists, as in duty bound, will ever pray.

BENJAMIN HICHBORN,
NATHANIEL FELLOWES,
GEORGE BLAKE,
EBEN. OLIVER,

SAMUEL BROWN,
JOSEPH WARD,
J. W. PECK,

Directors of the New England Mississippi Land Company, in behalf of themselves and their associates.

To the Honorable the Senate and House of Representatives of the United States:

The undersigned, agents for purchasers of lands under the State of Georgia, beg leave once more to call the attention of the Legislature of the Union to the claims of their constituents and themselves to certain portions of the land lately ceded to the United States by the State of Georgia. Finding that an important question of right subsisted between the Government of their country and themselves, the respect which they owed and felt towards such an opponent has led them repeatedly to apply to the Legislature for justice, without asking that it should be measured by any other rule than such as their wisdom should dictate. But the expenses and delays that have attended these applications have been ruinous to some of the petitioners, and extremely burthensome to all. They have, therefore, thought it their duty respectfully to suggest another manner of settling their claims. It is well known that no mode of trying the question at once, and as one entire thing, in the judicial courts of the Union, now exists; and to suffer it to remain in suspense, until individual grantees under the State of Georgia and the United States shall have settled it by private law suits, is giving to that part of the Union everlasting litigation for an inheritance. As the question in its nature seems to be suitable for the judicial power, the undersigned humbly pray that provision may be made by law for deciding it in the Supreme Judicial Court of the United States, by the same rules of justice that are constantly applied in causes between individuals. If, however, Congress shall think it more proper to provide for settling the claims by compromise, the undersigned and their constituents will most cheerfully conform to any mode that may be adopted for accomplishing so desirable a purpose.

SAMUEL SEWALL,
WILLIAM PAYNE,
BENJAMIN HICHBORN,
JAMES SULLIVAN,

JOHN C. JONES,
SAMUEL DEXTER, and
BENJAMIN JOY.

[The following papers were filed by Mr. BALDWIN, chairman of the committee to whom the three preceding memorials were referred.]

CITY OF WASHINGTON, February 17, 1806.

GENTLEMEN:

Whereas Daniel Boardman and Peter Griffin, of the city of New York, and Thomas Hunt, of West Chester, and State of New York, claim the following described lands lying within the limits of that tract of land granted by the State of Georgia to James Gunn, Matthew McAllister, George Walker, and their associates, Zachariah Cox, Jacob Walburger, William Longstreet, and Wade Hampton, known by the name of the Georgia Company, viz: Beginning at the Tombigbee river, where the northern boundary line of lands conveyed to William Cox by the said company intersects the same; running thence, a due east course, along the said Cox's line, which is two and a half British statute miles north of latitude 33° 20', to the Coosa river; thence, up the said Coosa river, to a point where the parallel of latitude, fourteen and a half miles due north from the said parallel of latitude 33° 20' intersects the said Coosa river; thence, a due west line, to the said Tombigbee river; thence, down the said Tombigbee river, to

the place of beginning; estimated to contain eleven hundred and fifty-nine thousand acres; for which a regular chain of conveyance to them from the original grantees stands on record at the office of the Secretary of State of the United States. And whereas an amicable accommodation with the Government of the United States, respecting their claim, is very desirable, therefore, so far as they are interested in those lands, they will agree to such terms of compromise as shall be accepted by a majority of the claimants, and convey their lands to the United States agreeably to such form as shall be prescribed; and only add, that they prefer receiving their proportion of such sum, to be raised from the avails of the sales of the five millions of acres, appropriated for the purpose of quieting claims, as shall be agreed upon and without interest.

DANIEL BOARDMAN,
For himself, Peter Griffin, and Thomas Hunt.

CITY OF WASHINGTON, February 12th, 1806.

SIR: The undersigned, in conformity to the resolution of the committee passed on the 8th instant, represent as follows:

That, considering the many embarrassments which the grantees, claiming titles to Georgia lands, which titles are held from and under the persons to whom the State of Georgia sold the said lands, have experienced, are induced to, and do agree to compromise these contending claims, agreeably to the report of the commissioners, Messrs. Madison, Gallatin, and Lincoln, as made to Congress, in February, 1803, in case such compromise can be effected during the present session of Congress; but the undersigned consider it their duty to add their express reservation of all their right, titles, and privileges, in case the Government of the United States shall decline entering into such compromise.

G. Granger represents the New England Mississippi Company, which company claim the whole tract of land granted by the State of Georgia to the Georgia Mississippi Company, and he herewith delivers his power of attorney, authorizing him to act in behalf of said New England Mississippi Company, marked A.* He also deposits in the hands of the committee a deed of release to the United States of all said tract of country, executed by the persons holding (for the benefit of the members of said company, and by virtue of conveyances from each of the said members) the legal title of all said tract of land, which deed of release to said United States shall be considered to be delivered to them, and for their use, whenever the proposed compromise shall have been effected, and not before: this deed is marked B.

J. Peppin represents the claims of A. Tanno, James Miller, and James Warrington, who, as sub-purchasers, are the proprietors of all that tract of land sold by the State of Georgia, under the name of the grant made to the Upper Mississippi Company, as per powers of attorney, herewith delivered, marked C and D.

Philip B. Key represents two hundred and eighty-nine four hundred-twentieths of the lands granted by the State of Georgia to several persons under the name of the Tennessee Company; this is exclusive of the shares which have reverted to the Government by certain proprietors withdrawing the money from the Treasury of Georgia, as per powers of attorney marked E and K.

J. Russell represents the claims of forty-eight sub-purchasers, which claims embrace the major part of all those lands which were granted by the State of Georgia to the Georgia Company, so called, as appears by the power of attorney marked F, G, and H.

All which is respectfully submitted.

GID. GRANGER,
JOSEPH PEPPIN,
PHILIP B. KEY,
JOSEPH RUSSELL.
Attorney of Jackson, sole surviving trustee of the Tennessee Company.

ABRAHAM BALDWIN, Esquire,
Chairman of the committee on the petition of the Georgia claimants.

WASHINGTON, 14th February, 1806.

SIR: In answer to your letter of this date, I have the honor to inform you, that I am not competent in law to bind those whom I do not represent, and that I cannot incur any personal responsibility, or enter into indemnity, on their account. By the printed deed, accompanying my power of attorney, it will be perceived that my principal, Mr. Jackson, as sole surviving trustee of the Tennessee Company, has full authority to bind, and by his acts conclude, the interest and shares of the proprietors who have signed that deed; and the directions added to the power of attorney, given me, show ample authority in me, so far, to accept of the compromise contained in the report of Messrs. Madison, Gallatin, and Lincoln: beyond this I have no power.

The unrepresented shares in the Tennessee Company bear a small proportion, compared to the aggregate number formed of those whom I represent, and those whose titles and interest I consider surrendered (by re-acceptance of their money from the treasury of Georgia. My information on the subject is limited, having no personal interest in the company, but I feel extremely confident and well assured that those whom I do not represent, and who are of full age, and competent to bind themselves, will readily come into the general measure.

I am, very respectfully, your obedient servant,
PHILIP B. KEY,
Attorney for Jackson.

The deed specifies the number of shares I represent, the original of which is in my possession, with all the documents evidencing title.

P. B. KEY.

CITY OF WASHINGTON, 15th February, 1806.

SIR: I received your note of yesterday, by which I find the deduction of the powers sent you on the 12th instant not so explicit as the committee wished. In order to explain the powers which I hold, the number mentioned was forty-eight, who had substituted me for all purposes as related to the claims of the Georgia Company. Those gentlemen held powers from the claimants in New York and Charleston, (South Carolina,) with the power of substitution. They have substituted for that purpose, which powers I presume embrace all, or nearly all, of that tract of land claimed by the Georgia Company. Should there be any who have not thus empowered the general agents, whom I represent, a clause can be inserted in the act, which will answer all purposes. So far as I am empowered, I am ready to quit claim to the United States of that tract of all country, as above mentioned, which power I conceive complete for that purpose.

All which is respectfully submitted,
JOSEPH RUSSELL.

A. BALDWIN, Esquire,
Chairman of the committee appointed on the petition of the Georgia claimants.

* This, and other papers referred to, were returned to the parties.

WASHINGTON, February 25, 1806.

SIR: Having been informed that the committee, to whom were referred the petitions of Benjamin Hichborn and others, are desirous I would explain what is meant in my letter of yesterday, by the words "such indemnity as may legally be allowed," I beg leave respectfully to inform them, that, in the presumption that any *greater* indemnity than what is stipulated in the Georgia deed of cession to Congress would, however *just*, be deemed *illegal*, I am willing to accept my portion of the indemnity as so stipulated; or, to be still more explicit, I am willing to compromise the claims of those whom I represent, on the principles marked in the propositions that were submitted to Congress by the honorable Mr. Madison, Mr. Gallatin, and Mr. Lincoln, as the basis of a compromise with those who derive their claims to land in Georgia from an act of that State, passed 7th January, 1795. But I beg it may be expressly understood by the honorable committee, that if the compromise in question should be longer delayed, nothing herein contained shall be so construed as to impair or alter the original rights of my constituents.

I have the honor to be, sir, your respectful and obedient servant,

JAMES GREENLEAF.

The Honorable ABRAHAM BALDWIN.

9th CONGRESS.]

No. 115.

[1st SESSION.]

OHIO COMPANY.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, JANUARY 17, 1806.

Mr. GREGG, from the Committee on Public Lands, to whom was referred the memorial and petition of the directors and agents of the Ohio Company, made the following report:

This memorial bears date January 16th, 1796, since which time laws have been passed removing every subject of grievance complained of by the memorialists, and providing for every object stated in their prayer, except one. Of this it would appear the memorialists themselves are satisfied, from an endorsement on the back of the memorial. The only object, therefore, now remaining to be taken into consideration, is their application for twenty mile square lots, in lieu of that number appropriated by the company for the endowment of schools, and for religious purposes.

To render this application more plain, and easy to be understood, it may be proper to state it more at large. The agents of the Ohio Company entered into a contract with the Board of Treasury of the United States for a tract of land; in which contract it was stipulated that, in every township of six miles square, one mile square lot, being No. 16, should be appropriated for the use of schools, and that lot No. 29 should be appropriated for religious purposes. In an act of Congress, passed on the 21st day of April, 1792, authorizing a certain grant of land to that company, the appropriations for the support of schools and religion were authorized in the lands granted and described in the first section; but, in the tract granted under the second section of this act, no appropriation whatever is made, either for the support of religion or schools.

The memorialists state, that, conceiving this difference in the provisions of the said first and second sections to have been merely an omission in the law, they did of themselves appropriate, of the land granted under the said second section, twenty mile square lots, in ten townships, for the support of schools and religion. And they now request that Congress would allow them to take the same number of lots out of the public reserves, within the company's purchase, to replace the appropriations thus made by themselves.

The committee think it proper to state some facts and circumstances which have an immediate relation to, and bearing upon, this subject. The contract entered into by the agents of the Ohio Company with the Board of Treasury, on the 27th day of October, 1787, was for one million five hundred thousand acres. This quantity was afterwards, on the application of the purchasers, reduced to seven hundred and fifty thousand acres, for which a patent was issued, pursuant to the first section of the act of the 21st of April, 1792, above referred to. On the application of the purchasers, a further grant of two hundred and fourteen thousand acres was authorized on certain conditions expressed in the second section of the said act, and for which a patent has issued, without any reservations whatever.

The striking difference betwixt the language and provisions of the first and second sections of the act referred to, has proved, to the satisfaction of the committee, that the omission complained of by the memorialists was the effect of design. The first recognizes the original contract; the second does not: the first directs a patent to issue, with the "reservations in the said indenture expressed;" the second is silent, both as to reservation and indenture.

From this view of the subject, it appears that the quantity originally contracted for being, on the application of the purchasers, reduced to one-half, every claim to the remainder, in virtue of that contract, was abandoned; and that the grant under the second section cannot be considered as resting on the principles of the old, but is, in reality, a new contract. The omission, as it is called, of appropriations for the support of schools and religion may be accounted for, from the reduced price paid for the land granted under the second section. For the two hundred and fourteen thousand acres, being the amount of that grant, the company paid one hundred and forty-two thousand and nine hundred acres in military warrants. Allowing these to have been received, acre for acre, agreeably to the terms originally proposed by Congress, the company would have seventy-one thousand acres, for which they paid nothing. If, from this quantity, there should even be deducted six thousand four hundred acres, the amount of the lots appropriated by the company for schools, there will remain sixty-four thousand seven hundred acres, a more than adequate reimbursement for any expense they might have been at in defence of the territory against the Indians. The appropriation made by the company for the support of schools and religion, (of which fact the committee entertain no doubt) whilst it manifests a laudable zeal to promote the interest of literature, morality, and religion, yet cannot be considered as imposing any legal or equitable obligation on the United States to replace the lands so disposed of. The proceeds arising therefrom must be expended in the several townships, for the benefit of the inhabitants; and hence the company, instead of making a sacrifice, have conferred an additional value on their other lands.

The committee, on a full view of the subject, are induced respectfully to submit to the consideration of the House the following resolution:

Resolved, That the prayer of the memorialists, so far as respects their application for twenty mile square lots, ought not to be granted, and that they have leave to withdraw their memorial.

9th CONGRESS.]

No. 116.

[1st Session.]

SETTLERS IN RANDOLPH AND ST. CLAIR COUNTIES, IN INDIANA.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, JANUARY 21, 1806.

Mr. GREGG, from the Committee on Public Lands, to whom was referred the petition of sundry inhabitants of Randolph and St. Clair counties, in the Indiana territory, made the following report:

From the representation of the petitioners, it appears that they migrated from the United States to the Indiana territory, for the purpose of procuring for themselves and families such an establishment in land as they despaired of being ever able to procure in the old settlements. On their arrival in Indiana, liberal offers were made them by the Spanish Government of Louisiana, by which offers many were induced to settle on the Spanish side of the Mississippi; but that they, through an attachment to their own country, and to the principles of its Government, contemptuously rejected the offer, and commenced their settlement in Indiana. One object of their prayer is, to obtain a grant of the lands on which they have thus settled: they also pray that the Surveyor General may be directed to run a line betwixt two points mentioned in the petition, and that all the lands on the one side of said line may be exempted from the mode of survey, and terms of sale, to which the other public lands are subject.

Making grants on account of actual settlement on the public lands is a principle which has never been recognized by Congress: it was tried, without success, in the case of the actual settlers in the State of Ohio. The committee can perceive nothing in the case of the present petitioners to distinguish it from that of the Ohio settlers, and, therefore, think it should receive the same decision.

To comply with the other object of the petition, by exempting one portion of the public lands from the mode of survey, and terms of sale, to which the residue is subject, would be such a departure from that consistent and regular method of conducting the business relating to the public lands, that the committee are assured it will never receive the sanction of Congress. The committee, therefore, respectfully submit the following resolution:

Resolved, That the prayer of the petitioners ought not to be granted.

9th CONGRESS.]

No. 117.

[1st Session.]

APPLICATION TO CONFIRM TO CERTAIN INDIANS THE LANDS THEY OCCUPY IN OHIO.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, JANUARY 24, 1806.

Mr. GREGG, from the Committee on Public Lands, to whom was referred the petition of Pim-e-ne-see, or William Ward, and three others, the children of John Ward, deceased, made the following report:

It appears from the representation of the petitioners, and an accompanying certificate of Isaac Zane, that they are the children of John Ward by an Indian woman, with whom he cohabited as his wife. Their father, having been made a prisoner by the Indians when very young, had entirely conformed himself to their mode of living, but always entertained a wish to discover his friends, and enjoined it on his children, if they should survive him, to prosecute the inquiry; and, if they succeeded in making the discovery, that they should endeavor to obtain a settlement among them, and adopt the civilized mode of living, as being preferable to that of the savage state. After the death of their father, in obedience to his injunctions, they have, by diligent inquiry, found a brother of his in the State of Ohio, to whose neighborhood they have removed, and made a settlement; but, being wholly destitute of means to purchase land, they pray that such grants of land may be made them, as will secure to them the prospect of a living, otherwise they will be under the necessity of returning to the Indians.

The committee acknowledge their feelings to be interested in the cause of these petitioners, and they would accordingly recommend a compliance with their prayer, if they could find any precedent, or principle, heretofore recognized by Congress, to warrant such an opinion. No case of the kind, however, has occurred to the committee. The only instance on record of a grant bearing any affinity, or having any analogy to that contemplated by this petition, is contained in an act, passed on the 3d day of April, 1802, entitled "An act for the relief of Isaac Zane." Although the lands mentioned in this act were given to Mr. Zane without any pecuniary consideration, it is believed they were considered in the light of a compensation for various acts of kindness performed by him to such of our citizens as were in captivity with the Indians, and for his service in furnishing information of the intentions of the Indians when they were hostile.

The committee submit the following resolution:

Resolved, That the prayer of the petition ought not to be granted.

9th CONGRESS.]

No. 118.

[1st Session.]

CULTIVATION OF THE VINE.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, FEBRUARY 3, 1806.

Mr. GREGG, from the Committee on Public Lands, to whom was referred the petition of Francis Menissier, made the following report:

That the object of the petitioner is to obtain from Congress, as an encouragement for the cultivation of the vine, the donation of a section of land, on more favorable terms of payment therefor, by an extension of the usual credit. As an inducement to grant this encouragement, he states that, at Cincinnati, in the State of Ohio, he has, for six years past, been making experiments on the cultivation of the vine at considerable expense, and that the result has been so favorable as to inspire him with a belief that he is able to raise such a quantity of the same species of vine as is common in France, as to supply the whole State of Ohio with good wine, for medicinal and other purposes, at one-fourth of the price for which imported wines can be obtained.

There is no evidence, other than the statement of the petitioner himself, to show that his experiments on the vine have been attended with any success. Some information received through other channels furnishes some ground to suspect that his calculations of success are made on quite too large a scale. It is believed, also, that the section for which he applies has been sold, and that, under present circumstances, even if it was not otherwise disposed of, he would decline to be a purchaser. These circumstances, it is presumed, would justify the opinion that the prayer of the petitioner ought not to be granted: but, as applications of a similar nature may be made, the committee would state another ground of refusal, equally applicable to all such cases.

The encouragement asked by the petitioner is neither more nor less than a direct bounty on the culture of the vine—it being asked not in money, but in land, does not change its nature. The public lands are the common property of the people of the United States, and the proceeds of the sales thereof ought to be applied only to national purposes, for which, if this source of revenue did not exist, the Government would be bound to provide by a tax on the people. As every donation of public land, or diminution of its price, for the encouragement of any species of labor, must, by lessening this source of revenue, increase the demand of the Government on the people, it is the same in effect to them, whether the encouragement is given in a grant of money or land; if we would not give the former, we ought to withhold the latter.

The committee, therefore, recommend the following resolution:

Resolved, That the prayer of the petition ought not to be granted.

9th CONGRESS.]

No. 119.

[1st Session.]

APPLICATION TO CONFIRM AN INDIAN GRANT.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, FEBRUARY 3, 1806.

Mr. GREGG, from the Committee on Public Lands, to whom was referred the petition of George Ash, made the following report:

It appears from the statement made by this petitioner, and a number of letters and certificates which accompany his petition, that he was made a prisoner by the Indians in the early part of his life, and remained with them until the treaty of Greenville. That, for sundry services rendered the Indians, they promised to give him a tract of land on the west side of the Ohio, and opposite the mouth of Kentucky river; for which tract, they have since given him a regular conveyance: that, being now married, and settled on the land, he hopes Congress will confirm the grant.

By an act passed on the 22d day of July, 1790, it is enacted, that no sale of lands made by Indians or any tribe or nation of Indians, within the United States, shall be valid to any person or persons, or to any State, whether having the right of pre-emption to such lands, or not, unless the same shall be duly made and executed at some public treaty held under the authority of the United States. This act has been repealed, but its provisions have been carried into other laws; and, in most of the treaties made with the Indians, a provision is inserted, confirming the right of purchasing their lands exclusively to the United States. In the treaty of Greenville in particular, the Indians have strictly bound themselves not to dispose of or sell their lands, or any part of them, to any but the United States; and the nations who were a party in that treaty, particularly the Delawares and Shawanees, claimed to be the proprietors of the land in which the petitioner's grant is included. The conveyance of the tract appears to be fairly executed, and is signed by seven Indians, styling themselves chiefs of the Delaware and Shawanee nations; but it having been made expressly contrary to law, and more particularly to the provision in the treaty of Greenville, to which these very nations were a party, it is of course void.

The committee recommend the adoption of the following resolution:

Resolved, That the prayer of the petition ought not to be granted.

[NOTE.—See further report, No. 140.]

9th CONGRESS.]

No. 120.

[1st Session.]

LAND CLAIMS IN WEST FLORIDA.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, FEBRUARY 24, 1806.

Mr. GREGG, from the Committee on Public Lands, to whom was referred the petition of Roger Enos, made the following report:

This petitioner states that he served in the army in the war against France from 1755 until 1763. That, in consequence of a proclamation issued by the King of Great Britain, promising a bounty in land to the officers and soldiers who served in that war, a company was formed under the name and title of the *Military Adventurers*, for the purpose of exploring the province of West Florida, and making their locations therein, if it should be found to answer their purpose. That he, with some others, were appointed a committee by the company to proceed to West Florida to carry their views into effect. That the said committee, with the approbation of the Governor of West Florida, did locate nineteen townships between the river Yazoo and the Natchez. That one of these townships was assigned to him by the company, in compensation for his services; in his title to which township he now prays to be confirmed.

He also states his having been an officer in the American army during the revolutionary war, and prays that he may receive such quantity of land as other officers of his rank have received.

The company of *Military Adventurers*, of which this petitioner states himself to have been an agent, submitted their claim to the commissioners appointed to investigate and report on the claims made by settlers and other persons to lands within the territory situate west of the river Chattahoochee, and south of the cession made to the United States by South Carolina. These commissioners, after a thorough investigation of the subject, have decided that the claim set up in the name of the company for the nineteen townships has *no foundation*. The promise of grants by the Governor of West Florida was only to such as should become actual settlers. Such of the settlers as did obtain grants, and such as have continued on the lands, are embraced by the provisions made for other claimants of a similar description. If the petitioner has either a grant, or a settlement claim, he can avail himself of the provisions of the act providing for the sale of the public lands south of the State of Tennessee; if he has neither he cannot expect to succeed in his present application.

If the petitioner is entitled to land as an officer in the revolutionary army, there is no legal impediment to prevent his obtaining it. The laws on that subject point out the course for him to pursue. The committee submit it as their opinion that the petitioner have leave to withdraw his petition and the several papers accompanying the same.

9th Congress.]

No. 121.

[1st Session.]

ERROR IN THE TREASURY INSTRUCTIONS TO THE LAND OFFICERS IN THE NORTH-WESTERN TERRITORY, RELATIVE TO CALCULATING THE DISCOUNT FOR PROMPT PAYMENT.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, FEBRUARY 26, 1806.

Mr. GREGG, from the Committee on Public Lands, to whom was referred the petition of Samuel Dick, William Bruce, and Asa Kitchell, made the following report:

These petitioners state that, at the public sale of the lands of the United States, held at Cincinnati in the month of April, 1801, they became purchasers of three several lots or sections of land, for which they made prompt payment, and received, respectively, from the Register of the Land Office at Cincinnati, their final certificates, particularly specifying payment to have been fully made on the said three lots or sections of land. That the Secretary of the Treasury refuses receiving these certificates as sufficient evidence of the full and complete payment of the aforesaid three lots, on the ground that the discount allowed on the prompt payment, made as aforesaid, was too great, and not in conformity with the true intent and meaning of the act providing for the sale of the lands of the United States in the territory northwest of the Ohio, and above the mouth of Kentucky river; and that, therefore, they are induced to pray Congress to interpose in their behalf, and make provision securing to them the absolute fee of the said three several lots, agreeably to their respective purchases.

In the fifth section of an act passed on the 10th day of May, 1800, entitled "An act providing for the sale of the lands of the United States northwest of the Ohio, and above the mouth of Kentucky river," the following provision is contained: "A discount, at the rate of eight per cent. a year, shall be allowed on any of the three last payments which shall be paid before the same shall become due, reckoning this discount always upon the sum which would have been demandable by the United States on the day appointed for such payment." Some time after the passing of this act, and previous to the sale of the public lands, rules for calculating this discount were transmitted from the Treasury Department to the Receivers of Public Money in the Northwestern territory; but it does not appear they were accompanied by any other instructions. In these rules an erroneous principle was adopted, by which the eight per cent. discount was allowed to be taken from the principal, instead of a sum composed of the principal and interest which would be demandable by the Government on the day appointed for payment.

The error having been discovered, the question was submitted to the Attorney General, and a copy of his opinion as to the true construction of the law was transmitted to the Receivers of the Public Money in the territory aforesaid, on the 12th day of March, 1801. The public sale of the land at Cincinnati commenced on the first Monday of April, and the letter containing the Attorney General's opinion did not reach the Receiver of the Public Money at that place until the 20th of that month. On the 3d of June, 1801, a letter was addressed by the Secretary of the Treasury to that officer, informing him that no patents should issue unless the whole purchase money should have been paid according to law, and directing him to give information of such decision to purchasers to whom receipts in full might have been erroneously given.

It appears by a letter from the Secretary of the Treasury accompanying this report,* that these instructions have been literally adhered to; and that, although more than a hundred thousand acres had been sold at Steubenville and Cincinnati previous to the receipt of the Attorney General's opinion, in no instance (one solitary case excepted) has a patent been subsequently issued, except on payment in full in conformity with that opinion and the instructions issued thereon.

The committee are unable to discover any reason why these petitioners should be excepted from the general rule. They became purchasers under the law, and, of course, are subject to its provisions. The terms of the law, in relation to the discount, are clear and explicit; and it would appear that the error in the rules originally transmitted to the Receivers of the Public Money must have been merely a mistake, and could not have proceeded from a deliberate misconstruction of the law.

The committee, after mature deliberation, and considering the subject in every light in which it presented itself to their view, are of opinion that the petitioners are entitled to no relief in the premises, and therefore recommend the following resolution:

Resolved, That the prayer of the petition ought not to be granted, and that the petitioners have leave to withdraw the same, together with the several papers which accompany it.

* Not found.

9th Congress.]

No. 122.

[1st Session.]

LANDS FOR SUPPORT OF SCHOOLS IN THE TERRITORY OF ORLEANS.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, FEBRUARY 27, 1806.

Mr. GEORGE W. CAMPBELL, from the committee to whom were referred the memorial of the Legislative Council of the territory of Orleans, and also the memorial of the House of Representatives of the same territory, made the following report on the said memorial of the said Legislative Council, and, in part, on the said memorial of the said House of Representatives:

The object of the memorialists is to obtain from the General Government a *grant* of lands for the establishment and support of colleges, schools, and other seminaries of education, within the territory of Orleans.

Your committee are of opinion it ought to be a primary object with the General Government to encourage and promote education in every part of the Union, so far as the same can be done consistent with the general policy of the nation, and so as not to infringe the municipal regulations that are or may be adopted by the respective State authorities on this subject.

The benefits resulting to society, in general, from the establishment and support of public institutions for the education of youth and the general diffusion of science, are too well known to all discerning persons to require any particular investigation on the present occasion. The National Legislature has, by several of its acts on former occasions, evinced, in the strongest manner, its disposition to afford the means of establishing and fostering, with a liberal hand, such public institutions.

By a resolution of the old Congress under the confederation, of the 20th March, 1785, it is declared that lot No. 16, of every township in the territory northwest of the river Ohio, (which is equal to one thirty-sixth part of the same,) shall be reserved for the maintenance of public schools within the said township. It also appears, by an act of Con-

gress, passed the 3d March, 1803, that, in addition to certain tracts of land before that time appropriated for that purpose, there were appropriated, and vested in the Legislature of the State of Ohio, in trust for the use of schools in that State, certain quarter townships in certain tracts therein described, estimated to be equal to the one thirty-sixth part of all the lands contained in the said several tracts to which the Indian claim had been extinguished; also, the one thirty-sixth part of all the lands of the United States, lying in the said State of Ohio, to which the Indian title had not been extinguished, which might be purchased of the said Indian tribes by the United States; making the quantity of land appropriated for the use of schools within the said State, equal, at least, to one thirty-sixth part of all the lands belonging to the United States within the same.

A similar provision has also been made by a law, passed in 1803, for the use of schools in the Mississippi territory. By this liberal policy, the General Government has secured to the people of the State of Ohio and of the Mississippi territory, a permanent fund for the promotion of learning, and the general diffusion of knowledge within the same.

Your committee are of opinion it would be sound policy in the General Government, as well as consistent with equal justice, to act, on this occasion, with the same liberality towards the people of the territory of Orleans that has been shown in relation to the State of Ohio and the Mississippi territory; and to make the like provision for the establishment and support of public schools in the one case that has been made in the other.

In pursuing this line of conduct, the National Legislature will afford to the people of the territory of Orleans the strongest proof of a disposition, not only to extend to them the rights and privileges of American citizens in general, but to place them on an equal footing with the citizens of the most favored portion of the Union, who have experienced the immediate attention of the General Government, and to observe towards them the fostering care of an indulgent parent, feeling a lively interest in their future prosperity and happiness. In this measure, the people of that territory will become sensible, in some degree at least, of the advantages they have derived, and may yet obtain, from being incorporated into the Union, and becoming a portion of a free and independent nation.

The committee have not been able to obtain official information to enable them to form a correct opinion with regard to the quantity or value of the public lands within the city of New Orleans; nor have they any information respecting the situation of the said lands, in relation to the centre of the city, or the bank of the river Mississippi; and, as it may probably be necessary for the General Government to reserve, for public purposes, some portions of the said lands, which cannot, at present, be designated, your committee are of opinion it would not be advisable, at this time, to appropriate or dispose of the lands belonging to the United States within the limits of the city of New Orleans.

Your committee respectfully submit to the House the following resolution:

Resolved, That, for the establishment and support of public schools within the territory of Orleans, there shall be appropriated, and reserved from sale, one thirty-sixth part of all the lands of the United States, within the said territory, to which the Indian claim has been extinguished, or may hereafter be extinguished; which one thirty-sixth part shall consist of the section No. 16 in each township, if the said lands shall be surveyed in townships of six miles square each, and the same divided into sections of one mile square each; and shall, if the lands be surveyed in a different manner, be designated by lots; and the lands so appropriated shall be applied to the use aforesaid, within the townships, or particular divisions not exceeding townships in extent, respectively, within which the same shall lie.

9th CONGRESS.]

No. 123.

[1st Session.]

CLAIMS TO LAND IN AND ADJOINING NATCHEZ.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, MARCH 4, 1806.

Mr. GREGG, from the Committee on Public Lands, to whom were referred the petition of the Mayor, Aldermen, and assistants of the city of Natchez, the petition and memorial of William Dunbar, and the memorial of the Board of Trustees of Jefferson college, made the following report:

The above petitions relate to the conflicting claims of the corporation of the city of Natchez, of the trustees of Jefferson college, and of William Dunbar, to a certain piece or parcel of land lying within the limits of the city aforesaid, between the buildings thereof and the bluff of the Mississippi river; and also to the conflicting claims of the aforementioned corporation and trustees to two town lots, occupying a central situation in the city above-mentioned.

For three successive sessions, this subject has been before Congress, the history of which is as follows:

In the twelfth section of the act entitled "An act regulating the grants of land, and providing for the disposal of the lands of the United States south of the State of Tennessee," a reservation is made of "such town lots, not exceeding two in the town of Natchez, and of such an out-lot adjoining the same, not exceeding thirty acres, as may be the property of the United States, to be located by the Government of the Mississippi territory, for the use of Jefferson college.

After this reservation was known to the corporation of Natchez, they, apprehending that the land and lots before-mentioned, which had been in the possession and use of the town, and to which they conceived it entitled in justice, might be located for the use of the college, petitioned Congress to confirm their claim to the said land and lots, and to grant them such other vacant lands as might be found within the limits of the city.

The committee to whom this petition was referred made a report favorable to so much of it as relates to the land in front of the town, and the two town lots claimed by the corporation. A short time after, a petition was received from William Dunbar, claiming the land in front of the town, as already described. This petition, and that of the corporation, were then referred to a new committee; who, just as they were about to report in favor of the latter, received information that the two town lots had been located by the Governor, and the land in front of the town by the Secretary of the territory, for the use of the college. Upon the receipt of this information, the committee recommended a resolution (which was afterwards agreed to) for suspending all further proceedings relative to this subject until the end of the last session of Congress.

Early in the last session, a memorial was received from the trustees of the college, claiming the land and lots in question, as the property of that institution. About the same time, another memorial was received from William Dunbar, in support of his claim to the land in front of the town, and requesting that the consideration of all petitions relative thereto might be postponed, and that time might be allowed him to prepare further representations on the subject.

The select committee to whom all these conflicting claims were referred, like the preceding committees on the same subject, reported in favor of the claim of the corporation; but the report was not acted upon by the House during the session.

By an official act of Governor Williams, bearing date the 18th of November last, the locations in favor of the college have been withdrawn; and the question, of consequence, is again placed on fair, equitable ground, and rendered susceptible of such legislative decision as may be dictated by justice and expediency.

The principles of the question should next be considered.

The claim of William Dunbar to the land in front of the town is founded, as appears by documents, upon a grant from the Spanish Governor, Gayoso, subsequent to the treaty of limits and navigation with Spain, in consideration of services rendered by this memorialist to the Spanish Government. The claim of the corporation to the land just mentioned is founded, as appears by several depositions, upon a previous reservation made by the same Governor, when the town was laid off, for the preservation of health, and other useful purposes. The foundation of the claim of the trustees has been already stated.

In comparing the respective merits of these claims, your committee have no difficulty in forming an opinion. On the ground of equity they conceive that, as the people of the town of Natchez settled and made improvements there, under an impression that the reservation of this land, made by the competent authority, would be continued for their common convenience, and as it was continued as long as that authority existed, they ought not to be deprived of the benefits of that reservation, either by the Government which had ceased, or that which succeeded.

On the ground of expediency, your committee observe a very obvious and important difference between the claim of the corporation, and the claims of the two other parties. It is apparent that the latter are asserted, from a consideration of the pecuniary value of the land in question, whilst the former is defended with a view of averting those evils which are considered as inevitable should either of the other claims be finally established. Your committee are assured that no part of this land was ever contemplated as a site for the college. The object of the trustees, therefore, as well as of the individual claimants, must be, if successful, to make the most advantageous disposition of the land, by laying it out into lots for the erection of buildings, without entering into the physical reasonings of which the subject seems to be peculiarly susceptible. In support of the claim of the corporation, your committee would suggest as their opinion, that it ought to be left to those who are immediately interested, to devise and use such means as to them may appear necessary for the preservation of health. It is with a view to this great end that the people of Natchez wish to ventilate the town, by keeping the reserved space on the bluff of the river unoccupied with buildings. To say nothing of other local objects of minor consideration, to which this reservation seems necessary, your committee conceive that the one above mentioned is of sufficient importance to authorize the experiment, whether it be considered in relation to the town of Natchez alone, or to other towns that may be hereafter established.

It seems by a letter of the 19th of November last, from the Governor of the territory, who is President of the Board of the Trustees, and who also is authorized to locate the out-lot for the college, that a more advantageous location of other land may be made for that institution. Your committee, therefore, can see no well founded reason why the right of the United States to the land in question should not be vested in the corporation of the city.

On the two town lots, or on one of them, which had been located for the use of the college, stands an old building, which, under the Spanish Government, was appropriated to the use of the clergy, but is at present used for the threefold purpose of holding the Mayor's court, the meetings of the Common Council, and the performing divine service. Except these two town lots, there are no others within the knowledge of your committee, claimed by the town, on which buildings may be erected, for the abovementioned or any other public purposes. From this consideration, and from the additional one, of the great expense which the inhabitants of the town of Natchez have to sustain from its peculiar local circumstances, your committee should not hesitate to recommend a grant of those lots to the corporation, did they know that the grant of town lots to the college could be satisfied by another location. But, possessing no certain knowledge on this part of the subject, they abstain from recommending any legislative measure relative thereto, presuming that such a salutary exercise of discretion may be expected from the Governor of the territory, as may be best calculated to do justice, and to obviate, as far as practicable, every cause of local contention.

With respect to granting to the corporation all the lands that may be found vacant within the limits of the city, your committee conceive that it would be proper to ascertain what lands are vacant, before any decision is had on this part of the prayer of their petition.

From the foregoing facts and considerations, your committee are induced to recommend the following resolution:

Resolved, That the right of the United States to the land lying between the front street of the city of Natchez and the Mississippi river ought to be vested in the corporation of said city, so as not to interfere with the legal claims of any individuals, if any there be, nor with the lands annexed to the old fort adjacent thereto: *Provided*, That the said land be neither cultivated nor occupied with buildings, but be planted with trees, and preserved as a common for the use, comfort, and health of the inhabitants of the city aforesaid.

MISSISSIPPI TERRITORY, WASHINGTON, November 19, 1805.

SIR:

Enclosed is a procedure which, I am convinced, the interest of Jefferson college rendered expedient, and I trust it will meet the approbation of yourself, and those who are friendly to that intended institution. Although I am not disposed to think that any of the consequences which, it is probable, might have resulted from the locations made by the late Governor and Secretary, could, in a legal point of view, have ultimately impaired the right of the college to the donation of two lots in the city of Natchez, and an out-lot of thirty acres, adjoining, it certainly tended to hold the college up as a party in the litigations about title, and might create some doubts and embarrassments relative to making other or further locations, in case it should be found necessary when lands, the property of the United States, became to be known.

Again, from a more complete knowledge of what land will be found to be the property of the United States, adjoining Natchez, than perhaps was possessed at the time of making those locations, as also from the approaching destruction of the present landing for the city, occasioned by the Mississippi tearing away its banks, I am confident a more advantageous location of the out-lot, or part thereof, will become practicable.

I have the honor to be, very respectfully, yours,

ROBERT WILLIAMS.

THE HON. WILLIAM LATTIMORE.

MISSISSIPPI TERRITORY.

Whereas, by the 12th section of a law of the United States, passed the 3d of March, 1803, entitled "An act regulating the grants of land, and providing for the disposal of the lands of the United States south of the State of Tennessee," among other reservations for the support of schools and the use of Jefferson college, are "such town lots not exceeding two in the town of Natchez, and of such an out-lot adjoining the same, not exceeding thirty acres, as may be the property of the United States, to be located by the Governor of the Mississippi territory for the use of said college."

And whereas, in order to ascertain the claims to lands, and know such as are vacant, commissioners have been appointed, by virtue of the above recited law, and until they shall have completed the object of their appointment, it cannot be known what portion of land, or which particular tract is vacant, and the property of the United States: and the late Governor of this territory, William C. C. Claiborne, and Cato West, whilst Secretary of the same, in the absence of the Governor aforesaid, having, on the 2d and 22d days of December, 1803, respectively located two lots in the said city of Natchez, and also an out-lot of thirty acres, adjoining the same, for the purposes aforesaid, to which said two lots, and out-lot of thirty acres, sundry claims are made, and still depending before the proper authorities, whereby it is rendered uncertain whether the said two lots and out-lot aforesaid will be declared the property of the United States, until which, the locating of them may hazard the interest of the college,

and has already very much retarded its advancement, by involving it nominally in disputes, and an investigation respecting titles, which, in substance, are depending between the respective parties claimant and the United States, and before which decision the college can derive no claim and right of title to the same in virtue of the said 12th section of the before cited act.

In order, therefore, that the interest of the said college may not be jeopardized, and the Governor for the time being embarrassed, should any or a part of said lots, located as aforesaid, be found not to be the property of the United States; and inasmuch as the right of the college to the same is a vested one from the 3d of March, 1803, and cannot be effected by any subsequent claim or after disposition; and that the locations as authorized by the above 12th section of the law aforesaid, may be made to the greatest possible advantage for the use of the college, as soon as the land, the property of the United States, shall be regularly ascertained, and because the locations were premature,

I, Robert Williams, Governor of the Mississippi territory, do, by these presents, withdraw both of the said locations made as aforesaid, hereby declaring the right of Jefferson college to be the same as though they had never been made.

Given under my hand at the town of Washington, in the territory aforesaid, this 18th day of November, in the year one thousand eight hundred and five.

ROBERT WILLIAMS.

MISSISSIPPI TERRITORY, WASHINGTON, November 19, 1805.

SIR: Enclosed you have my act withdrawing the two locations made and deposited in your office by the late Governor Claiborne, and Cato West, Secretary, for the use of Jefferson college.

I am, with respect, yours, &c.

ROBERT WILLIAMS.

ISAAC BRIGGS, *Surveyor of the lands of the
United States south of the State of Tennessee.*

9th CONGRESS.]

No. 124.

[1st Session.]

PRE-EMPTION RIGHTS IN INDIANA AND MISSISSIPPI.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, MARCH 11, 1806.

Mr. GREGG, from the Committee on Public Lands, to whom were referred the petitions of sundry residents of the Indiana and Mississippi territories, praying for a right of pre-emption to the lands on which they have settled, made the following report:

That, from the statement made by the petitioners, it appears that they migrated to the said territories, and settled on the public lands, without the authority of law, or any pretension to a claim of title. That, in many instances, they have made extensive and valuable improvements, and, on that ground, consider themselves entitled to a pre-emption right of the tracts on which they are settled, to include their improvements.

The committee are sensible that if such lands are offered at public sale to the highest bidder, the settler must either purchase, or abandon his improvement. This would appear, at first view, as imposing a serious hardship on individuals; but when it is considered that these individuals settled without authority, or any reasonable ground of expectation from Government, it is evident that any hardships to which they may be exposed are chargeable only to their own indiscretion. It is believed that individuals who have settled prior to the passage of the laws for disposing of the public lands may, from their long possession, have drawn advantages from the land equal to the value of their improvement; and the more recent settlers can have no claim to a preference in purchase, which will not apply with equal force in favor of such persons as may hereafter settle on the public lands. An indulgence in the present instance would encourage abuses in future, and might eventually lead to an entire abandonment of the existing land system, in exchange for one wholly incompatible with the idea of deriving a revenue from the sale of public lands, and, by encouraging migration beyond its natural and necessary progress, create an interest hostile to the general welfare of the Union. It might be observed further, that, by an extension of this right to the claimants, we enable individuals to select and engross the most eligible spots in point of situation and soil, and thereby destroy all competition in the public sales.

The committee, from this view of the subject, respectfully recommend the following resolution:

Resolved, That the prayer of the petitioners ought not to be granted.

WASHINGTON, March 8th, 1806.

SIR: As the Committee on Public Lands have decided against extending the right of pre-emption to persons who have settled on the lands of the United States in the Mississippi territory since the 3d of March, 1803, I beg leave to submit to their consideration three distinct propositions, as modifications of that question.

Let the petitioners, and those similarly situated, have the lands they have settled on the usual credit, at two dollars and twenty-five cents the acre, if they take as much as, or more than, a half section; or at two dollars and thirty-seven and a half cents, if they take less than that quantity: or,

Let them have the lands at such valuation as the superintendents of the sales, or other persons chosen and qualified for the purpose, shall make of each tract respectively; or, if neither of these propositions shall be agreed to,

Let provision be made by law for securing the value of the improvements on such lands to the settlers who may have made them, from those who may purchase the lands, with which they may be included.

The committee will perceive, from these propositions, that my view is not to secure to these settlers the lands in question for less than their natural value, but to preserve them from a sacrifice which they have been induced to risk from an attachment to their country, and a reliance upon the fostering liberality of their Government. I presume it is unnecessary to refer, in support of the propriety of this remark, to what I stated in my written explanation of the 8th ult., or to the respectable verbal information that has since been obtained, relative to the very easy terms on which lands, equal in quality, and preferable as to local convenience, might have been procured in the adjacent Spanish dominions. But, independent of this consideration, and barely on the score of humanity, I should conceive it worthy of the principles and character of our Government to adopt some legislative expedient for protecting the possessions of the poor laborious agriculturist from the grasp of the more able and unfeeling land speculator.

It ought to be considered that the clearing of land where these people have settled will cost, if paid for in money, about four times as much as the land would sell for without any clearing. But it cannot be expected that the addi-

tional price which the lands may yield in consequence of a clearing, or of any buildings which may be erected thereon, will bear any proportion to the money expended, or the labor bestowed, in making such improvements. There will, therefore, be but little additional revenue to the Government, though a serious loss to the actual settler; whilst some speculating purchaser will reap the advantages.

But, whatever advanced price the lands may command, if sold to the highest bidder, I should presume that it would be difficult to find any member of the Government who would like to see the revenue of the United States increased at the expense of sacrificing the interests of some of the most useful description of citizens. Such, however, must be the case, if some provision is not made to prevent it.

In selling these lands to the highest bidder, the settler, and any person who may bid against him, are placed upon very unequal ground. The one has to consider how much he can pay for his own labor, whilst the other calculates the profits that may arise from the labor of others. Where such ungenerous purchasers as the latter may come from, I know not; but we all know that such are always to be found wherever speculation may invite them.

I perceived that an apprehension of an inconvenient precedent was the principal, if not the only cause, which produced the decision already had on this question. But I hope that this objection will be superseded by the adoption of one or the other of the modifications herein proposed. I consider the existing provisions relative to the disposal of public lands as constituting a very good system. But it would be ascribing to it a perfection, of which I conceive it not susceptible, to suppose it would require no further amendments. The situation of the settlers, for whom I feel so much interested, is peculiar, and therefore requires some peculiar provision in their favor. If the idea of purchasing public lands in the Mississippi territory had not been held out to emigrants, or if there had been any for sale after these settlers had emigrated thither, they would have had less reason for soliciting such provision. But seeing that their expectations had been founded upon an act of Congress, and that, when disappointed, they had either to repose upon the liberality of the Government, or abandon its jurisdiction, I would submit to the committee whether they have not a claim to its indulgence.

Other considerations, which might be added, in favor of the settlers, may, it is presumed, present themselves to the committee. I have troubled them already more than I had wished, from a persuasion that upon their decision depends the ultimate issue of the question. At this advanced stage of the session, when the House is so much occupied with important national concerns, I should have no hope of success in attempting amendments disapproved of by the committee. In a few months, it is expected, the public lands in the Mississippi territory will be exposed to sale; and, for aught I know, before the next session commences, that territory, already too much retarded in its settlement by circumstances rather casual than natural, may, by the operation of existing provisions, be stripped of a fourth part of its present population.

I am, sir, with great respect, your most obedient servant,

WILLIAM LATTIMORE.

The Hon. A. GREGG.

9th CONGRESS.]

No. 125.

[1st Session.]

SCHOOL LANDS, SURVEYS, AND PRE-EMPTION RIGHTS IN THE MISSISSIPPI TERRITORY.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, MARCH 11, 1806.

Mr. GREGG, from the Committee on Public Lands, to whom was referred the petition of sundry inhabitants of the county of Washington, in the Mississippi territory, made the following report:

These petitioners state that the settlements in that country are generally confined to the good lands on the margin of the rivers, and that, owing to that circumstance, section No. 16, which by law has been appropriated for the support of schools, seldom falls on vacant land. They pray that, in such cases, a section other than 16 may be located for the support of schools; and that, where a vacant section cannot be found in a township, a section may be located in an adjoining township in which there may be vacant land.

They also pray that a tract of land on the Tombigbee river, containing about eighty acres, being the same on which Fort St. Stephen's stands, may be laid off into town lots, and disposed of, subject to a ground rent, applicable to the support of a principal school; and that a further quantity of land may be appropriated for the use of said school.

They also pray that the execution of the surveys yet to be made may be at the expense of the United States.

And they further pray that pre-emption claimants, who shall exclude from their surveys such parts thereof as are claimed by British grants, legally and fully executed, may be authorized to receive their patents for the remainder.

As the object of the Legislature, in appropriating section No. 16 in each township, was for the laudable and useful purpose of promoting education, and diffusing its advantages as equally as possible, the committee conceive it would not comport with the original intention to deprive a township of that benefit, either because all the land in it was covered with other claims, or that section No. 16 was found not to be vacant. They would, therefore, recommend the same provision being made to relieve them from this inconvenience in the Mississippi, and all the other territories of the United States, as was adopted on a similar application from the State of Ohio.

Neither do the committee feel any hesitation in recommending a provision being made for authorizing the issuing of patents to pre-emption claimants, for such parts of their claims as are not covered by British grants, legally and fully executed.

In relation to the application of the petitioners, so far as respects the expense of executing their surveys, the committee can perceive no reason for granting such an indulgence. This principle was early adopted, and has been uniformly practised on, and there does not appear any sufficient cause, in the present instance, either for changing or relaxing the system.

As to the application for the tract of land on the Tombigbee, the committee think it inadmissible. By the statement of the petitioners themselves, it appears that the valuable land in that country is generally adjacent to the rivers, and that it is principally covered by claims of some description. This tract appears to be the only one of any great extent or value, for which some claim is not set up. The expense in supporting that Government, and in ascertaining and deciding on the conflicting claims, seem to point out the propriety of retaining some lands, to which the United States might ultimately look for indemnification. Besides, as the buildings on the tract are now occupied by the United States as trading houses with the Choctaw Indians, an application of them to other purposes might interfere with that arrangement.

The committee recommend the following resolutions:

Resolved, That the prayer of the petitioners, so far as respects locating a section other than No. 16 in each township, where that number is not vacant, and for locating a section in adjoining townships, for the support of schools in such townships as have no vacant lands, is reasonable, and ought to be granted.

Resolved, That the prayer of the petitioners, so far as respects exonerating individual claimants from the expense of having their surveys executed, and so far, also, as it relates to an application for a tract of land on the Tombigbee, ought not to be granted.

9th CONGRESS.]

No. 126.

[1st Session.]

LAND TITLES IN MICHIGAN TERRITORY.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, THE 18TH OF MARCH, 1806.

Mr. JACKSON, from the committee to whom was referred the message from the President of the United States, transmitting a report from the Governor and presiding judge of the territory of Michigan, relative to the State of that territory, made the following report, in part:

That one of the subjects of primary importance referred to in the said communication relates to the public lands in that territory, and the claims of individuals upon the justice and liberality of the General Government, for their respective occupancies. In directing their attention to these objects, the committee, by their chairman, addressed a letter to the Secretary of the Treasury upon the 3d of January last, requesting to know of him when it was expected the report of the commissioners appointed under the act of Congress of the 26th day of March, 1804, relating to the claims of lands in the Michigan territory, would be received at the Treasury Department: to which they received his answer of the same date, expressing his expectation that a partial report, consisting of a list of all the claims entered, and on what species of title grounded, might be expected by the next mail. It, however, did not arrive in time to be communicated to the committee until the 5th instant, when a copy of the report and documents, with communications from Judge Woodward, were sent under cover of a letter from the Secretary of the Treasury to them; and which, being necessary to a correct understanding of this subject, are referred to, and made part of their report. The committee have deemed it proper to state concisely these facts, as offering an apology for the great delay which has attended their deliberations upon subjects which, from their importance to the territory of Michigan and its inhabitants, they recommend to the prompt attention of the House: for, should the present session pass by without affording legislative relief, it is confidently stated to them that those people would consider it as a rejection of their claims, would abandon their farms, and remove beyond our limits, despairing of ever receiving a complete title. And this is enforced by a recurrence to the report of the commissioners, and the communications aforesaid; and also a letter addressed by Judge Woodward to the chairman, by which the House will perceive that, notwithstanding the settlement of this country for nearly one hundred and fifty years, only *eight* regular titles are to be found within its limits.

Some difficulty suggested itself to the committee in determining to what period the settlements should be confirmed to the occupants. If only to the 30th of November, 1782, when the treaty of peace was concluded with Great Britain, the claims of persons who might be induced to remove from the adjacent British provinces, by attachment to our Government, and who have certainly more merit than many antecedent settlers, would be excluded. And if to any subsequent period prior to the organization of a regular Government there, which was not until the 2d of July, 1805, claims would be omitted, which differed only in a single unimportant shade from those receiving confirmation. By the address of Governor St. Clair to the Indians, bearing date the 3d of October, 1799, which must be regarded as a *pledge* to the Canadians "that the United States would not take their farms from them," it is fair to presume that many persons were induced to remain on lands not then endeared to them by a course of cultivation and improvement, which makes *home* one of the strongest ties to our country. And when it is considered that the last blow of Indian hostilities, which cost the United States much blood and treasure, had there been recently struck, and they were no doubt restless under their defeat and consequent losses, the promise made to the Indians in behalf of these people was dictated by the soundest policy. If, therefore, as the committee conceive, the United States cannot consistently reject claims founded on settlement prior to that time, it will be found, by a recurrence to the chronological table communicated by Judge Woodward, that a very few remaining ones up to the said 1st day of July, 1805, have not received a sanction already. In addition to the foregoing reasons, the committee cannot forbear impressing it upon the House, that this territory must be viewed as an out-post, far removed from the immediate protection of the United States; and, therefore, the truest economy would be promoted by a liberal policy to the people of the said territory, as a sure means of binding them to us by the ties of interest and of friendship; thereby to increase the physical force of the country, so as to oppose a formidable barrier to encroachments in that quarter, and soon supersede the necessity of the maintenance of a military force there by the United States.

In conformity with these ideas, the committee submit to the House the bill which accompanies this report.

WASHINGTON, January 3d, 1806.

SIR:

The committee of the House of Representatives, to whom the message of the President of the United States, transmitting a report from the Governor and presiding judge of the Michigan territory, was referred, have instructed me to request information of you, when it is expected the report of the commissioners appointed under the act of Congress, of the 26th day of March, 1804, relating to the claims to lands in that territory, will be received at the Treasury Department.

Very respectfully, your most obedient servant,

J. G. JACKSON.

Honorable A. GALLATIN, *Secretary of the Treasury.*

TREASURY DEPARTMENT, January 3d, 1806.

SIR:

As by the law of last session the time to enter with the proper Register notices of claims to lands in the three districts of Detroit, Vincennes, and Kaskaskia, was extended to the 1st day of November, and it was only after that date that the commissioners would enter into an examination of the claims, it is probable that their report may not be received in time to be laid before Congress during the present session, as had been contemplated by the act above mentioned.

I am, however, informed by a letter from the clerk of the Board, dated December 1st, 1805, that the commissioners had prepared a partial report, consisting of a list of all the claims entered, and on what species of title grounded; which partial report he expected to be sent by the same mail which brought his letter. It has not been received, but may be expected by next mail. If it be as comprehensive as he states it to be, it will differ from the final report only in that it shall not be accompanied by the commissioners' decision on the claims. But the nature and amount of those claims may, perhaps, be sufficiently described in it to enable Congress to adopt some general rules for their confirmation or rejection, without waiting for the final report.

I have the honor to be, respectfully, sir, your obedient servant,

ALBERT GALLATIN.

Honorable JOHN G. JACKSON, *Chairman, &c.*

SIR:

TREASURY DEPARTMENT, *March 5th, 1806.*

I have the honor to enclose a *partial* report, made by the commissioners appointed to ascertain the land claims in the district of Detroit.

The full and legal report will not probably be received sufficiently early to be laid before Congress during this session. That which is now sent is defective, particularly in that it does not state the date of each improvement, and the quantity, situation, and boundaries of the land claimed by virtue of actual settlements. That information will, according to law, be contained in the final report of the commissioners.

I also enclose copies of some communications from Judge Woodward, of Michigan, which may throw some light on the subject.

I have the honor to be, respectfully, sir, your obedient servant,

ALBERT GALLATIN.

Honorable JOHN G. JACKSON, *Chairman, &c. in Congress.*

WASHINGTON, *January 4th, 1806.*

I have the honor to reply to the inquiries made by the Secretary of the Treasury, on the second instant, relative to the measures of land, and the number of improved farms, in the territory of Michigan.

There is a difference of quantity, by no means inconsiderable, between the acre used in that country and the common American acre. To ascertain this difference exactly, it is necessary to contrast their square measures with the square measures used by the Americans.

If the London foot be divided into one thousand equal parts, it will require sixty-eight of those parts to be added to make the foot of London equal to *le pied royal de Paris*.

Eighteen Parisian feet constitute *la perche*. Ten *perches* square, that is to say, one hundred square *perches*, constitute *l'arpent*.

In *Normandie* twenty-two feet compose *la perche*. Forty square *perches* compose *la vergée*. Four *vergées* compose *l'acre*. The Norman series, excepting as to the length of the foot and perch, was introduced into England by William the First and from England has been transferred to America.

The Paris *arpent* must not be confounded with the Norman *acre*. By the *French acre*, as used by the inhabitants of the territory of Michigan, is always understood the *arpent de Paris*, and never the *Norman acre*. The case is universally the same in the settlements of France in North America.

The American acre is nearly thirteen poles square, that is to say, exactly one hundred and sixty square poles, the pole containing sixteen feet six inches.

The French acre of Michigan is a square, the side of which is one hundred and eighty Paris feet, equal to one hundred and ninety-two London feet and nearly three inches.

The American acre gives a square, the side of which is two hundred and eight feet eight inches and a half, with a small fraction.

The difference of the side of a square containing one French acre, and the side of a square containing one American acre, is sixteen feet five inches and about sixty-four hundredth parts of an inch, nearly one pole.

The difference of the contents of a French acre and an American acre is eight thousand nine hundred and fifty-six square feet and a fraction of four-fifths of a foot, that is to say, more than one-fifth part of an acre.

The common practice of the country is, to consider the French foot as equal to thirteen English inches; and the side of a French acre to be, therefore, one hundred and ninety-five English feet, making thus an error of two feet nine inches.

The farms, with respect to size, may be comprehended in four classes.

The first class contains farms of eighty French acres; that is to say, two acres front and forty acres depth.

The second class contains farms of one hundred and twenty French acres; that is to say, three acres front by forty acres depth. This is the common size.

The third class contains farms of one hundred and sixty French acres; that is to say, four acres front by forty acres depth.

The fourth class contains farms of two hundred French acres; that is to say, five acres front and forty acres depth.

It thus appears that the depth of a farm is always the same, that is to say, forty French acres; and the front varies from two to three, four, and five French acres, which last none exceed.

It is to be observed, however, that many persons claim a *duplication* of their farms, by adding another farm of exactly the same dimensions in the rear, making the whole depth eighty French acres, the front unchanged, and varying, as before, from two to three, four, and five acres. The largest French claim, therefore, that can exist, is four hundred French acres, not three hundred and sixty American acres. The common claim, without the duplication, is one hundred and twenty French acres, not one hundred American acres; with the duplication, two hundred and forty French acres, not two hundred American acres.

The nature of this claim to a *duplication* will be well understood from a reference to the remarks on the same point, in the representation of the Legislature of the territory of Orleans. They are perfectly similar. It is termed the *second concession*, and is what has been always used for wood, and to which, it is alleged, the Government would at any time have given a grant, when it was applied for. This was seldom done. The French colonists never possessed the same knowledge of agriculture which the English colonists possessed. In the front of their farms is the dwelling-house and garden; in the rear of this is, generally, a beautiful and very valuable orchard. In the rear of the orchard, a few have a wheatfield, or a cornfield. The cultivation of the whole depth of the farm is seldom instanced. In this way, both sides of the strait are settled, the houses in one line along the banks of the river, about twenty-five rods apart, resembling one continued village, without any settlements off from the river. Their farming is altogether on the small scale, and hence there is little or no disposition to engross land.

These circumstances explain, and, perhaps, in some measure, produce, the character of the people. Possessed of comfort, content, and habitual gaiety; honest beyond comparison; generous, hospitable, and polished; they seek in the duties of piety, and in the pleasures of sociability, an oblivion of all the cares of ambition and of avarice, as well as of science.

The titles to all the farms may be comprehended in six classes.

The first class consists of grants made by the French Governors of Canada and Louisiana, confirmed by the King of France.

The second class consists of grants made by the French Governors, not confirmed by the King of France.

The third class consists of occupancies by permission of French military commanding officers, without confirmation, or even grant, and perhaps, without any written evidence of the permission, but accompanied by long and undisturbed possession.

The fourth class consists of occupancies while France possessed the country, without any permission whatever, but still accompanied by undisturbed possession.

The fifth class is composed of similar titles, together with extinguishments of native right, by individuals, while the country belonged to Great Britain.

The sixth class is composed of occupancies, and extinguishments of native right by individuals, since the country has appertained to the United States.

The titles, therefore, are neither extremely numerous, nor extremely intricate. In order to do justice to the Government, they require a close attention to circumstances on the spot. They may be enumerated, however, with so much ease, without danger of essential error, that it may be well to state the amount of them.

The lots in the city or town of Detroit are now in those peculiar circumstances, from the causes heretofore shown, that perhaps no other authority than the Government can adjust their titles.

North of Detroit, the native right is extinguished to lake St. Clair. Along this line, there are, in all, sixty-four farms, varying in size, as before mentioned; the average about one hundred and twenty French acres, and claimed, generally, under the four first classes.

South of Detroit, the native right is extinguished to the right bank of *la rivière aux Raisins*. Along this line there are thirteen farms claimed under the four first classes, and about one hundred and sixty-three farms claimed under the two last classes of title.

Along and north of lake St. Clair, in a country of which the Indian title is not yet clearly extinguished by the Government of the United States, there are one hundred and twenty-three farms, claimed under the two last classes of title.

Along lake Erie, and south of *la rivière aux Raisins*, there are about seventy-five farms, in the same circumstances, and under the same classes.

In the strait, there are two islands, both claimed by one person, under the fifth class of titles, and on which there are ten or fifteen tenants.

There are thus about seventy-seven claims under the four first classes; about one hundred and sixty-five claims under the two last classes; making about two hundred and forty-two claims now within the limits of the American title.

There are about two hundred claims out of the limits of the American title, so far as it has a definite boundary, without the aid of a new treaty.

Thus, there are about four hundred and fifty farms in the whole country; and when the settlements of Michillimackinac, of fort Miami, and of the town of Detroit are added, together with from fifty to one hundred families dispersed in remote, and, in a great measure, unknown parts of the Indian country, it comprises all the white settlements at this day contained within the limits of the territory of Michigan. Of these, a little more than one-half have been entered under the former acts of Congress, the time expiring on the 1st day of November last.

The geographical contents of the whole territory, the proportion of good land, and the quantum of settlements, are not susceptible of precise ascertainment. The southern boundary is not certain. It is also uncertain whether the most northern extreme of lake Michigan is in Green bay, or an intermediate point between Green bay and the straits of Michillimackinac. From this extreme, the line runs due north to the British boundary, in the middle of lake Superior. From the southeast extremity of the territory, in lake Erie, or its vicinity, to the northwest extremity in lake Superior, is five hundred miles. From the northeast extremity, in the middle of lake Huron, to the middle of lake Michigan, southwest, is three hundred miles. The greatest length, multiplied by the greatest breadth, would give one hundred and fifty thousand square miles, equal to ninety-six millions of acres. For its deviation from a square form, which is very considerable; for water, of which the proportion is very great; and for land not valuable, of which the proportion is also not small; let the large allowance be assumed of seventy-six millions of acres. The quantity of good land may then be estimated at eighteen or twenty millions of acres.

From the most liberal adjustment of claims which can possibly be made, there cannot be required a deduction exceeding one hundred and fifty thousand acres, a very inconsiderable proportion of the whole; but, from the prosperous state of which part, the whole of the remainder must derive its consequence, and until the adjustment of which it is probable no other parts can conveniently be disposed of.

AUGUSTUS WOODWARD.

WASHINGTON, January 17, 1806.

In addition to my letter of the 4th instant, I have the honor to communicate to the Secretary of the Treasury, in conformity to his request of yesterday, the following supplementary facts relative to the fifth and sixth classes of the titles in the territory of Michigan.

It is well known that, shortly after the acquisition by Great Britain of the possessions of France on the continent of North America, by the treaty of Paris of the 10th February, 1763, His Britannic Majesty issued a proclamation restricting the further extinguishments of native title. By this proclamation, now before me, but lengthy, and a copy of which, I presume, is already in the possession of the Treasury Department, His Majesty's Governors are expressly forbidden to issue grants, except within certain specified limits; and His Majesty's subjects are also expressly inhibited from making purchases of the Indians, or settlements out of the limits specified. Notwithstanding this proclamation of the King, the officers and subjects of His Majesty still continued to make purchases and settlements within the limits assigned to the native inhabitants; and they have not entirely discontinued the practice since the country has been in the possession of the United States of America.

The following historical statement will evince the nature and extent of the settlements made in this manner within the limits which constitute the present territory of Michigan:

In the year 1765, Patrick Sinclair, an officer in the service of His Britannic Majesty, commandant of fort Sinclair, purchased of the natives about four thousand acres, lying on the river named, in commemoration of him, the river Sinclair. This officer is a distinct character from the officer, in commemoration of whom lake St. Clair derived its appellation, and who was in the service of France. He remained in possession seventeen years, deriving great profits from the use of the land as a pinery, and then sold to a Canadian, who afterwards sold to others; and the present proprietors are in possession of valuable improvements.

In the year 1771, seven Canadians made a purchase of about two thousand acres on the strait called Detroit, below the town of Detroit; and Henry Bassett, an officer in the service of His Britannic Majesty, commandant of the post of Detroit, undertook to confirm the acquisition.

In the year 1776, Pierre François Combe purchased about four thousand acres on La Rivière a l'Ecorce, and placed his settlers on it almost immediately after.

In the same year, William McComb purchased of the natives the island at the mouth of the strait, or river Detroit, called La Gros Isle, including a small adjacent island, called Limestone Island, from its possessing a valuable limestone quarry. It contains, probably, more than six thousand acres, and there are ten tenants on it.

In the year 1779, a Canadian purchased from the Pattawatamie, Ottawa, and Chébois nations, about eight thousand acres on La Crique aux Loutres, or Otter creek.

In the year 1780, Joseph Benac purchased about six thousand acres on La Crique au Sable, or Sandy creek. Twelve years after, he conveyed to others, who made settlements; and two years after these, the settlements on the purchase immediately preceding were made.

In the same year, three settlements were added to the seven made in 1771 on the strait.

In the same year, thirty-eight settlements were made on La Rivière Rouge, and four at Pointe au Tremblé.

In 1782, there were nineteen settlers adjacent to the tract of Patrick Sinclair.

In 1783, twenty settlements were made on Lake St. Clair.

In 1784, a large body of Canadians settled on La Rivière aux Raisins.

In 1785, four settlers were added to those at Pointe au Tremblé.

In 1786, François Pepin purchased about three thousand acres on La Rivière aux Roches. The purchasers under him have carried their improvements to a great extent. In the same year, William McComb acquired L'Isle à Cochon, in the strait, by a purchase from George McDougall, whose right is not fully understood, as up to the year 1764 it had been held by the French as an appendage to the garrison at Detroit.

In the year 1788, twenty settlements were made on La Rivière aux Hurons; and Gabriel Godfroy purchased the same quantity with François Pepin, on the Rivière aux Roches.

In 1790, a few settlers were added to those at Pointe au Tremblé.

In 1792, a couple of settlements were added to those on La Rivière a l'Ecorce; and, in the same year, a body of Canadians settled on La Crique au Sable, or Sandy creek.

In 1793, a considerable addition was made to the settlements on the Huron river; and, in the subsequent year, an inconsiderable addition was made to those on the river Ecorce. At the same time, a large body settled on Otter creek.

In 1797, a large number of families, altogether Canadians, settled on what is called Milk river, and in the country north of it. A small addition was made in this and the subsequent year, to each of the settlements on La Rivière à l'Ecorce, and La Rivière Rouge.

In 1800, four settlers were added to those on the Huron river, and in that and the subsequent year about six families were added to those on the river Sinclair. In 1801, also, pretensions were manifested to a salt spring in this quarter.

During all this period, great anxiety existed among the people to obtain regular titles. Attached to the American jurisdiction, their determination seemed to be to throw themselves on the mercy of the American Government, when it became inclined to attend to their situation.

In 1802, directions were given to the Indian agent by the Secretary of the Department of War, to investigate and report the titles of this country. The inhabitants received him with the greatest hospitality and candor, concealing or misrepresenting none of the facts attending their respective settlements, and manifested their joy at the Government's turning their attention to the titles of that country.

In February, 1804, a minute report of the agent was transmitted to Congress.

In 1805, the people of the country unanimously, and at their private expense, delegated an agent to Congress on the same business.

In the present year, 1806, the Governor of the territory charges himself with this task, as an official duty, enforced by their earnest request. In pursuance of a former act of Congress, the evidences, both written and oral, and all the minute circumstances of a considerable number of the settlements, have been collected and recorded, and will be transmitted to the seat of Government as soon as their transcription, and their conveyance by an uncertain mail, can be effected.

For the purpose of presenting a more clear view of the date, position, and extent, of these settlements, together with those of the four first classes, up to the year 1763, the following chronological table is annexed; of which the first column exhibits the respective years; the second, the geographical position of the settlements; the third, whether they are within the limits of the American title, as defined by the treaty of fort Mackintosh; and the fourth, the number of distinct farms or settlements made. The treaty of fort Mackintosh is taken rather than that of Greenville, because in the latter some additions are made, which the commissioner no doubt conceived to be to the interest of the United States, but the sanction of which, without a new treaty, will probably be deemed not consistent with good policy.

For reasons which have been before sufficiently stated, all the titles and claims in the city or town of Detroit are omitted in these enumerations.

I have the honor to be, sir, with great respect, your obedient servant,

A. WOODWARD.

A Chronological Table exhibiting the settlements in the territory of Michigan.

Date of the settlements.	Geographical position of the settlements.	Whether within the American title.	No. of farms or distinct settlements.
1763,	Detroit, or the strait,	Within,	77
1765,	La Rivière de Sinclair,	Without,	1
1771,	Detroit, or the strait,	Within,	7
1776,	La Rivière à l'Ecorce,	Within,	10
"	La Grosse Isle,	Within,	10
1779,	La Crique aux Loutres,	Without,	1
1780,	La Crique à Sable,	Within,	3
"	Detroit, or the strait,	Within,	38
"	La Rivière Rouge,	Within,	4
"	Pointe au Tremblé,	Doubtful,	19
1782,	La Rivière de Sinclair,	Without,	20
1783,	Lake St. Clair,	Doubtful,	121
1784,	La Rivière aux Raisins,	Both,	4
1785,	Pointe au Tremblé,	Doubtful,	2
1786,	La Rivière aux Roches,	Within,	1
"	L'Isle à Cochon,	Within,	20
1788,	La Rivière aux Hurons,	Without,	1
"	La Rivière aux Roches,	Within,	4
1790,	Pointe au Tremblé,	Doubtful,	2
1792,	La Rivière à l'Ecorce,	Within,	15
"	La Crique à Sable,	Within,	10
1793,	La Rivière aux Hurons,	Without,	3
1794,	La Rivière à l'Ecorce,	Within,	92
"	La Crique aux Loutres,	Without,	30
1797,	La Rivière au Lait,	Doubtful,	2
"	La Rivière à l'Ecorce,	Within,	5
1798,	La Rivière Rouge,	Within,	4
1800,	La Rivière aux Hurons,	Without,	6
1801,	La Rivière de Sinclair,	Without,	1
"	The Salt Springs,	Doubtful,	442

A. WOODWARD.

WASHINGTON, January 17, 1806.

SIR:

LAND OFFICE, DETROIT, December 1, 1805.

The people of this district, not yet satisfied with the laws heretofore passed for an investigation of land claims, will, we understand, again address either Congress or yourself on that subject, for this reason; and as it is yet uncertain whether we shall be able to finish the business before us sufficiently early to enable Congress to act on our report during their ensuing session, we deem it our duty to transmit to you a general summary, which will exhibit a faithful yet a concise statement of the nature and situation of such claims as have been presented within the time limited by law.

Before we were informed of the passage of the last act, we had examined and decided on all claims which had been regularly entered with the Register on the first day of January last. When that act reached us, we conceived it altogether unnecessary to forward the report, as four-fifths, at least, of those claims were founded on possession, settlement, and improvement merely, and would, of course, require a reconsideration. By persons in this situation, additional evidence, as we had foreseen, has been brought forward to prove the possession, the actual settlement, the date of the first improvements, the quantity and situation of the land claimed, the length of time, the claimant, and those from whom he pretends to derive right, have been in possession, together with other accidental matter. As this evidence is, in almost every case, necessarily the testimony of individuals in the respective neighborhoods, a length of time is required to interpret most of the witnesses speaking the French language only, to methodize and reduce to writing the substance of what each witness deposed on his examination.

The clerk attends the Board the greater part of each day to keep mere minutes of its proceedings, with references to the written documents, which are exhibited as evidence of each respective claim; and in the evenings he has hitherto been employed in translating deeds and other writings executed in the French language. Had the people been more prompt in their entries, our time might have been better economized; the summer would have afforded leisure for recording and translating, and the business might have been completed by the first day of January at furthest; but as they never do that to-day which can be delayed until to-morrow, not one-twentieth of their notices or written evidences were filed, until the last moments allowed by the law.

The Register was desirous of employing, as a translator, some person other than the clerk of the Board, whose attention was already engrossed; but the commissioners know of none else here sufficiently qualified, in whom confidence could be reposed. The business then cannot be regularly and attentively gone through before February next; after which, time will be required for the clerk to draw up, at length, such of the minutes of our proceedings and decisions, with the evidence adduced in support of each claim, as he may not be able to complete in the intermediate time, and to make out the necessary transcripts. This duty will unavoidably occasion much delay, as there are many claims, wherein ten, fifteen, and twenty deeds are produced as evidence of either title or continued possession. These facts will justify our apparent tardiness; and we beg you, sir, to be assured that we are using every diligence in order to complete the business before us, and to report on as early a day as circumstances will allow.

We believe that the statements now submitted, aided by the accompanying documents, will exhibit, substantially, the merits of every species of claim within the district.

I. Claims founded on the grants of Antoine de Lamothe Cadillac, Lord of Bouquet Mondesert, and commandant for the King at Detroit, Pontchartrain, in the first years of the last century. That officer appears to have acted under special instructions from the King of France, and his patents convey a title, in fee simple, upon certain conditions expressed in the document marked A, of which species there are only two. These grants, requiring not the confirmation of the crown of France, we consider to have been originally good; and though the series of transferences from the original patentees to the present claimants is imperfect and unconnected, we decide between them and the Government in their favor, reserving the rights of other persons.

II. Claims founded on the grants issued by the Governor and the Intendant of New France and Louisiana, in the years 1735 and 1737, with the confirmations of them by the King of France. (Vide document, marked B and C, of which kinds there are six.)

We consider the Government right as completely transferred by these grants, and affirm the claims grounded on them, with a reservation of individual rights, in contested cases.

III. Claims founded on similar grants by the Governor and the Intendant between the years 1734 and 1754, for which a brevet of confirmation was never obtained, though made an indispensable condition of the grant. (Vide document D, of which species there are fifteen.)

During the intermediate period between these two eras, the mode of obtaining grants from the Government was by application to the Governor and the Intendant. These officers, we are induced to believe, possessed the initiative only, and not the complete power to make absolute grants of the soil. From the face of their patents, it appears that, in conformity to the instructions of the King, and on petition or demand of the subject, they granted lands in fee simple, reserving rents and other services; and upon this, among several other conditions, that the grantee do take a brevet of confirmation from his Majesty, within two years from the date of the grant, on pain of nullity thereof.

The performance of this condition is not proven; neither do the claimants attempt to justify the non-compliance therewith, by the allegation of any legal or equitable circumstances whatever. The commissioners, therefore, consider these grants as forfeited, and reject the claims founded on them: for they cannot, on legal principles, consider the forbearance of the French Government to avail itself of this neglect, by actually ousting the grantee from his possession, as a waiver of its right, or as an implied confirmation of the grantee's title. On the contrary, they are decidedly of opinion, that, after the expiration of the said two years, upon the non-performance of the conditions, the grant reverted to the grantors, and, not being otherwise disposed of, all rights to such forfeited lands were, together with the country itself, transferred to the Government of Great Britain, by the fourth article of the treaty of Paris of the 10th of February, 1763, and to the United States by the definitive treaty of peace between the two latter powers, in the year 1783. Some of these claimants endeavor to support a *prescriptive right*, and it is in evidence before the commissioners, that they, or those from whom they derive claim, have been in the peaceable possession of their respective farms for upwards of sixty years. But a moment's reflection will show the fallacy of these pretensions on legal grounds.

In the year 1763, these lands became subject to the laws of England, in relation to crown lands; for, although the laws and customs of Canada were the rule for the decision of all matters of controversy between subject and subject, relative to property and civil rights, yet we imagine that the disposal of territory or soil, acquired by treaty, is regulated by the laws, usages, and customs of the Government making the acquisition, unless it should be otherwise specially provided.

Antecedently to the date of the treaty of Paris, it is not contended that a sufficient time had elapsed to enable the claimants to prescribe. Under the British Government, until the twenty-first year of the reign of James the First, title by prescription against the crown could not be pleaded; and not then, unless the occupant, or those from whom he derived his claim, had been in the peaceable and uninterrupted possession of the lands in question for sixty years precedent to the 19th of February, 1623. The statute of James the First becoming ineffectual by efflux of time, the limitation was afterwards, early in the reign of George the Third, fixed at sixty years, to commence, and be reckoned backwards, from the institution of the suit, or other process, for the recovery of the thing in question.

From the year 1734, prior to which period no grants of this description were issued, to the year 1783, when the United States acquired this country, and with it, constructively, all rights to such forfeited lands can only be reckoned forty-nine years; not sufficiently long, it is conceded on all hands, to have vested a right by legal prescription. After which latter period, to wit, 1783, if not from the year 1776, those statutory limitations of England ceased to have a force in our country. The common law of England is considered the law of the United States, unless where altered or repealed by laws of our own making; and the immemorably adopted maxim of *nulium tempus occurrit regi*, with an alteration suited to the style of our Government, became, we imagine, the law of the land.

The length of possession necessary to enable citizens to prescribe title against the Government has never been ascertained by any statute of the United States.

Notwithstanding, then, the natural justice and equity of such a plea by these claimants, the commissioners feel themselves obliged, reluctantly, to pronounce it unwarrantable.

IV. Claims founded on grants of Monsieur de Belestre, and other French commandants, and continuations or augmentations by these officers of grants formerly made by the Governor and the Intendant.

These persons had, at several times, the command of the fort and the garrison of Detroit, or Pontchartrain, as it was then called, and took upon themselves, not only to grant extensions of the tracts of land conveyed by the old patents, but also to create and vest new estates, by issuing additional grants, on no other or better authority, than we can discover, than that conferred on them by their military command. Instructions have, indeed, been referred to, though never produced to the commissioners; and their existence may be very reasonably questioned, until the claimants make it appear that those persons were specially empowered and authorized to that effect, when it is considered that it is quite unusual to vest such powers in subaltern military officers, and when it is, besides, satisfactorily ascertained that the regular and common mode of application was by a petition to the Governor and the Intendant, who themselves issued grants, in the form of the documents B & D. (Vide documents, marked F & A.)

There are instances, too, of such extensions of grants by one Celoron, commandant of this post, in conjunction with one Navarre, who subscribes as deputy of the Intendant, which are considered equally irregular. (Vide document A.) The conduct of Monsieur de Belestre, in particular, appears extraordinary, and altogether unaccountable. After the taking of Quebec, and the reduction of the greater part of Canada, he issued a number of certificates, perhaps thirty, in the nature of grants, for the lands on the rivers aux Ecorce and Rouge, and on the main river or strait. We are loath to suppose this officer to have been actuated by motives of personal aggrandizement; yet he, perhaps, foresaw the conquest of the colony by the British, and that his impositions and frauds could scarcely be inquired into after the loss of the country. At any rate, that he, or his predecessors in command, possessed sufficient powers to dispose of the soil, is highly improbable, cannot be presumed, and, until it be proven, we reject all claims flowing from a source so suspiciously impure.

The articles of capitulation, signed at Montreal on the 8th day of September, 1760, by the Marquis de Vaudreuil and Major General Amherst, contribute nothing towards the confirmation of claims derived in this manner. The thirty-seventh article, indeed, says "that the lords of manors, the military and civil officers, the Canadians, as well in the town as in the country; the French, settled or trading in the whole extent of the colony of Canada; and all other persons whatsoever, shall preserve the entire peaceable property and possession of their goods, noble and ignoble, movable and immovable, merchandises, furs, and other effects, even their ships; they shall not be touched, nor the least damage done to them, on any pretence whatever; they shall have the liberty to keep, let, or sell them, as well to the French as to the British, &c.

General Amherst, however, in his acceptance of this article, says, "but if His Most Christian Majesty has any share in it, that must become the property of the King of Great Britain."

Great faith and reliance is placed on these articles, and particularly on the thirty-seventh, for the confirmation of all claims founded on possession, since the period of their date, however tortuously or illegally such possession may have been gained. But the treaty of Paris, negotiated soon after, is, perhaps, the only authentic document by which legally to try the validity of such pretensions, the fourth article of which is to the following effect:

"His Most Christian Majesty cedes and guarantees to his said Britannic Majesty, in full right, Canada, with all its dependencies, as well as the island of Cape Breton, and all the other islands and coasts in the gulf and river of St. Lawrence, and, in general, every thing that depends on the said countries, lands, islands and coasts, with the sovereignty, property, possession, and all rights acquired by treaty, or otherwise, which the Most Christian King and the Crown of France have had till now over the said countries, islands, lands, places, coasts, and their inhabitants; so that the Most Christian King cedes and makes over the whole to the said King and to the Crown of Great Britain, and that in the most ample manner and form, without restriction, and without any liberty to depart from the said guaranty, under any pretence, or to disturb Great Britain in the possessions above mentioned."

"His Britannic Majesty agrees that the French inhabitants, or others who had been the subjects of the Most Christian King, in Canada, may retire with all safety and freedom wherever they shall think proper, and may sell their estates, provided it be to subjects of His Britannic Majesty," &c.

The British General appeared entirely sensible of the advantages he had gained, and in all his intercourse with the Marquis de Vaudreuil, with respect to the capitulation, dictated the terms, and positively insists on an unequivocal and undiminished transfer to his King of every right which His Most Christian Majesty possessed in and over the colony.

With these dispositions, it can scarcely be supposed that he would have consented to place the inhabitants of a conquered country on a better footing, with respect to property, than they had stood before the war. Giving those articles, then, the most liberal and beneficial construction in favor of the persons for whom stipulations were made, we must conclude that nothing more was intended than to secure every one in the free use and enjoyment of his property, according to the *nature* and *tenure* of each one's estate and title thereto; and that it would be extremely absurd to suppose that they ever meant to have legalized a trespasser's or a disseiser's possession, and to have also added or conveyed thereto the right of property, so as to perfect and complete a title founded in injustice and wrong: for such would be the effects of the construction insisted on by some of the claimants. The intention of the parties is, however, too strongly and unequivocally expressed, to leave the least shadow of doubt on the subject.

V. Claims pretended to be derived from the British Government. Of this description, there are about one hundred, most of which have been conveyed through different channels.

1st. The claim of the heirs and legal representatives of the late William McComb, deceased.

The document marked F will discover this to be nothing more than an estate at will, determined by the treaty of 1783. The foundation of this claim is the permission of the King of Great Britain to one George McDougall for the temporary occupation of Hog island, so long as the military establishment at Detroit might be continued by His Majesty; provided this could be done without umbrage to the Indians, and upon consideration that the improvements, projected by the said McDougall, would be directed to the more easy and effectual supply of His Majesty's fort and garrison maintained at Detroit.

If the treaty of Mr. Jay continued this estate, of which, indeed, we are doubtful, we yet feel no hesitation in the opinion that it is determined at the will of the Government of the United States.

2d. On the 20th of May, 1781, Major Arent Schuyler Depeyster, at that time commanding the Detroit garrison, executed a writing, in the nature of a grant, to Captain Henry Byrd, for a lot of ground, between the fort and the old town, containing two thousand and twenty-nine square yards. The accompanying document, marked G, will show you the nature of the pretended confirmation of this grant by the Governor of the province of Quebec. Besides the informality of these papers, and their known insufficiency to convey a title to real estates, it is acknowledged that the commanding officer was not clothed with the necessary authority to grant lands; and the confirmation of General Haldimand is one year after a British Governor could rightfully interfere in the disposal of public lands within the limits of the United States.

We have decided against their claim.

A third claim of this description is that of Elijah Brush, trustee for Alexander McKee the younger. (Vide document H.)

The claimant produced a writing, under the hand and seal at arms of Henry Hamilton, Lieutenant Governor of the province of Quebec, requiring such as had pretensions to the lot of ground in question, to produce their titles; otherwise, that Mr. Elliott, the then occupant, should hold possession thereof, until further orders, conveying, at most, only an estate at will. This will was determined by the relinquishment of His Britannic Majesty of all the claims to the Government, propriety and territorial rights of the United States, to the people thereof.

Elliott, and those who claimed under him, have, since that period, occupied said lot as tenants at sufferance, not as actual trespassers.

If the treaty of amity, commerce, and navigation with Great Britain contributed to strengthen this claim, and others in like situation, it can only be said to have re-vested in the occupant an estate at will: for the treaty says that

British subjects, holding lands in the territories of the United States, shall continue to hold them, according to the nature and tenure of their respective estates and titles therein. This estate, then, is liable to be divested the instant the Government of the United States will determine that the claimant shall hold no longer. This pretended grant is, moreover, dated in 1785, at which period, we imagine, the British Government, notwithstanding their retention of the Western posts, had not authority to dispose of lands in the United States.

4th. The document marked I will show you the nature of the titles of many who claim to hold lots situate on the water-side, in the town of Detroit, all of which we have rejected; it not appearing that Major De Peyster had authority to make such grants.

5th. On the 1st of September, 1783, Colonel De Peyster granted permission to one Peter Cummings to build on a lot of ground, now claimed by Messrs. Meldrum and Park, by a writing, executed by the commandant of this post on that occasion, for a copy of which see the document marked K. This claim has also been rejected, as not founded upon a legal grant issued by either of the Governments named in the acts of Congress on the subject of claims. Nor has the possession which Cummings, his assignee, and the claimants have had, vested a right by legal prescription.

On the back of the original permit of Colonel De Peyster is endorsed a writing, whereby Cummings "assigns all his right and title to the house and lot within mentioned" to John Laughton. In the deed executed by Laughton to the claimants, is contained a clause of general warranty, with an exception as to the acts of the Crown of Great Britain, or of any of the officers of that Government; clearly evincing that he was sensible of the weakness of his title.

6th. A claim of Robert Navarre, pretended to be founded on a grant issued by authority of the British Government, has also, upon examination, been rejected. (Vide document, marked L.)

The claimants have offered no evidence to prove that Major Basset was legally empowered to make grants of lands.

7th. A claim of Pierre Descontes del Labadi. The voucher principally relied on for an affirmation of this claim is the certificate of Henry Hamilton, Lieutenant Governor and Superintendent, which, admitting that he was fully authorized to execute grants of land, conveys, at most, only an estate at will, determined or determinable as in the first and fourth species of this division. (For the certificate of Hamilton, vide document M.)

8th. Claims to lots of ground on the island of Michillimackinack, founded on grants issued by Patrick Sinclair, Lieutenant Governor and commandant of that post in 1780, '81, and '82; by Captain Daniel Robertson, commandant in 1786; and by Captain William Doyle, commandant in 1792, intending to convey only estates at will. (See the document marked N.) They are all executed in the same form, and on the same limitations and conditions. There are about fifty claims of this nature.

An act of the Parliament of the province of Upper Canada, passed in the year 1797, clearly demonstrates the usages and conduct of the British Government on the subject of lands. This act is entitled "An act for securing the titles to lands in this province," and the preamble of which states, "Whereas many persons are possessed of lands, under land-board certificates, and otherwise, by authority of His Majesty's Government, and now hold or claim to hold the same, either as the original nominees, or as the heirs, devisees, or assignees, of the original nominees thereof; of which lands no grants have as yet issued under the great seal of this province, whereby the legal estate and interest thereof is still vested in His Majesty: for the better securing of such persons in the ownership and possession of such lands, *Be it enacted, &c.*" Now, although that Government has since, through motives of humanity, expediency, or policy, confirmed the original purchases and claims of almost all descriptions, however irregular or illegal, yet it evidently appears that nothing less than the solemn act of the King, or the provincial Government authorized by him, could dispose of the lands of the crown.

VI. Indian grants, generally for a few hundred acres, though there are several for five, ten, fifteen, thirty, and fifty thousand acres, and some for even one hundred thousand acres.

To justify our decisions against these claims generally, we beg leave to detail to you those facts which appeared to us of the most material consequence in the investigation. A proclamation of the King of Great Britain was issued on the 7th of October, 1763, by which power was granted to the Governor of the province of Quebec, of which this country formed a part until 1783, to dispose of lands to persons applying therefor, upon such terms, quit-rents, services, and acknowledgments, as were then settled in the other colonies, and under such other conditions as the King, with the advice of his Privy Council, might direct. This applies exclusively to lands, the native right to which the Government had already acquired.

A subsequent paragraph of the same proclamation, in order to prevent irregular purchases from the Indians, enjoins and requires "that no private person do presume to make any purchase from the said Indians of any lands reserved to the said Indians, within those parts of our colonies where we have thought proper to allow settlements. But if, at any time, any of the said Indians should be inclined to dispose of the said lands, the same shall be purchased only for us, in our name, at some public meeting of the said Indians, to be held for that purpose, by the Governor or Commander-in-chief of our colonies, respectively, in which they shall lie." &c. Thus we find an early and a very express prohibition against these purchases by private persons; and the laws and usages of the British Government, at every intervening period, from the time of the repeal of so much of the before recited proclamation as relates to the province of Quebec, in 1774, down to the day of the date of the definitive treaty of peace in 1783, have interdicted and thrown an equal discontinuance on these illicit transactions.

A considerable number of these grants are executed since the year 1783, although the treaties with the several nations of Indians, as well as the laws and ordinances of Congress, so expressly declare their unlawfulness.

VII. Claims founded on actual settlements and improvements, without other pretended title. Of this and the last mentioned description, there are about four hundred. The settlements on rivers Raisins, Ecorces, Rouge, and on the borders of lake St. Clair, are from ten to twenty years old.

We will not waste our time nor yours, which is still more precious, by attempting to prove what, indeed, is almost self-evident, that claimants of this description have every thing to hope from the humane benevolence of the Government, but nothing to demand from its justice. Our reasoning on the third division of this subject, against prescriptive rights, applies, with all the force they may possess, to defeat and invalidate the pretensions of those who claim, by virtue of possession, for a length of time and actual settlement and improvement.

Having briefly stated our opinions of the several descriptions of claims which have come under our examination, we beg your attention to a few additional remarks, which we conceive it our duty to make. Except Captain Byrd, who claims, under the pretended grant of General Haldimand, and a few others, who claim by virtue of grants issued by Lieutenant Governor Hamilton, none of the holders of lots, in the late town of Detroit, could deduce an original title from any one of the Governments under which this country has successively been; yet these persons appear to entertain no doubts that the adjudication will be ultimately in their favor. Although, acting as commissioners, we have thought it our duty to reject them, as well as the claims founded on the grants of Celoron, De Belletre, and other French officers, who have at various times commanded this post, yet we should certainly feel a very lively pleasure in the accomplishment of these expectations.

There have been a number of claims filed with the register for lands, within the acknowledged Indian boundaries. Such are the settlements on the river Sinclair, part of lake St. Clair, river Huron of said lake, and on the south side of river Raisin, and settlements more than six miles from the main river or strait. They are all unfounded on Government title, and most generally the Indian conveyance or the settlement is of not more than five, ten, fifteen, and twenty years' standing.

A paper has been filed with the Register, without official stamp, though alleged to be correct and authentic, purporting to be a schedule of all the grants issued by the Governor and the Intendant of New France and Louisiana.

They are fifty-six in number, located on both sides of the strait, or river Detroit, only thirty-three of which have been confirmed by the French king. On a comparison of this schedule with the patents deposited in the Land Office, we find so exact a coincidence, as to imagine it to be altogether relied upon as a valuable body of presumptive

evidence of the quantity of land granted by that Government in this part of their then dominions. By it is also negatively proven the futility of the pretensions of the people of the late corporation of Detroit, the trustees of which always contended that there had been an old French grant for the town, and many acres of the adjacent commons, which was either lost, mislaid, or carried away by the British agents; they have repeatedly, without success, endeavored to obtain a copy thereof, from the archives at Quebec, referring to this schedule to prove the validity of their claims. Colonel McDougal, in whose possession it has been, never, until the present fall, suffered it to be examined, when it was found to contain no memorandum of any such charter or patent.

After the repeated delays for the indulgence of the claimants of this district, their omissions and negligences, will perhaps appear to you inexcusable. In twenty instances, where the pretended title papers have been registered, they have been unaccompanied by any notices, and fifty writings have been filed as notices, so substantially defective that we have declined an examination of them.

We state, for your information, that on the list of claimants will be found the names of British subjects, who have purchased from American citizens since the day of the exchange of the ratification of the treaty of amity, commerce, and navigation, between the United States and Great Britain, and many who claim by virtue of actual settlements and improvements by themselves or their tenants without other pretended title. How far it will be good policy to extend equal liberality to them, and our own citizens, will, we presume, be a subject for the consideration of Congress. Will not a general affirmation of the claims of a British subject, who has lately purchased, and whose land was liable to escheat, as not having the capacity of taking and holding lands in the United States, debar and preclude the Government from ever after availing itself of the profits of such escheat? At this time the commissioners have not the authority, officially, to make any inquiries of that nature; certain inquiries must, in all such cases, be taken in order to vest the lands escheated in the Government, and to put it into possession; for until an inquest of office, called an office of intituling, be found, the alien may hold the lands; and before us, there is no discrimination between a citizen and an alien.

There are many interfering, contending claims, and much difficulty will be experienced in ascertaining boundaries. There has hitherto been no general survey of the country; surveys have indeed been made, but they are partial, irregular, and perhaps, in many instances, inaccurate. In the event of a confirmation, a very minute inquiry must necessarily precede the issuing of a patent, in order justly to decide the conflicting claims of private persons; otherwise, the consequences will be endless litigation, and almost numberless law-suits.

We have the honor to be, very respectfully, sir, your obedient servants,

G. HOFFMAN,
FREDERICK BATES.

The Hon. ALBERT GALLATIN, Esq. *Secretary of the Treasury of the United States.*

A.

ANTOINE DE LAMOTHE CADILLAC, Esq. *Lord of Bouquet Montdesert, and Commandant for the King at Detroit, Pontchartrain.*

His Majesty, by his despatches of the 14th, 17th, and 19th June, 1705, and 1706, having given us power to concede the lands of Detroit, in the manner which we shall judge good and convenient; we, by virtue of the said power from His Majesty, have given, granted, and conceded, to François Fafard Delorme, interpreter for the King in this place, his heirs and assigns, an extent of land, of two arpents in front by twenty in depth, joining on one side our manor, and on the other, François Bosseron, and on the south the Grand river; which two arpents in front shall be drawn and alienated in the depth, by the course north-northwest; and in case any part short of two arpents was found in the alienation, the same quantity shall be furnished to him in another place not yet conceded, without any expense: which said two arpents in front, by twenty in depth, the said François Fafard, his heirs and assigns, shall hold and enjoy forever, with the privilege of fishing, hunting, and trading; hares, rabbits, partridges, and pheasants excepted. Said François Fafard, his heirs and assigns, shall be bound to pay us, our heirs and assigns, in our castle and principal manor, each year, on the 20th of March, for the said habitation, the sum of five livres quit-rent and rent, and over and above for other rights, whereof we have divested ourselves, the sum of ten livres, in peltries, good and merchantable; and when a current money shall be established in this country, the said François Fafard shall pay the said rent in said money forever. He shall likewise be obliged to begin to clear and improve the said concession within three months from the date of these presents; in default whereof, we shall concede his habitation to whom it shall appertain. He, his heirs and assigns, shall be moreover obliged to comply with the following charges, clauses, and conditions, to wit: to come and carry, plant or help to plant, a long May-pole before the door of our principal manor, on the first day of May, in every year, and if he fails, he shall pay us three livres in money, or good peltries; he shall likewise be obliged to come and grind his grains in the mills which we have, or shall have hereafter, in paying for the right of grinding of whatever kind the grains may be, eight pounds weight by the bushel; and in case he shall sell his habitation, in the whole or in part, he shall be obliged to inform us of it, and we reserve to ourselves the preference for the price and sum which may be offered to him, and on the same conditions lawful and permitted; he shall not sell, cede, or transfer it, by mortgage, but with our consent, and he be subject to the public charges and servitudes, as also to the fees for right of alienation. Said François Fafard shall not be permitted, during ten years, to work, or cause any person to work, directly or indirectly, at the profession and trade of a blacksmith, locksmith, armorer, or brewer, without a permit under our hand; reserving, besides, the timber which may be wanted for the fortifications, and for the construction of boats or other vessels. Said François Fafard may send down to Montreal, or other places of the lower colony, all the articles he pleases, in as large a quantity as he chooses, and to bring from thence merchandises, and other effects, in as large quantity as he pleases; on the condition that he shall sell his said effects and merchandises, by himself only, or by other inhabitants of this place, but not by engagees, or clerks, or foreigners, or strangers, not established residents in this place, with their family, on pain of confiscation and loss of said effects or merchandises; and in case that the said François Fafard shall sell, cede, or transfer, his habitation, in the whole, to a foreigner, or another not established in this place, the possessor or purchaser of said habitation, in any manner whatever he may be or become such, shall be liable to the same quit-rent and rent, as the said François Fafard; and if the said François Fafard sells, cedes, or transfers, part of his habitation to a foreigner, the purchaser, in whatever manner he be or become such, shall be obliged to pay us, our heirs and assigns, forever, in proportion of the said rent and quit-rent, and besides over and above for the rights whereof we have divested ourselves, the sum of ten livres for each year, on the 20th day of March. Said François Fafard shall not be permitted to sell or trade brandy to Indians, on pain of confiscation and loss of his habitation, and of the brandy found thereon, or effects received for the same; and if the said purchaser, in the whole or in part, is an inhabitant, and pays the sum of ten livres for the rights whereof we have divested ourselves, he shall pay us only the quit-rent and rents of his acquisition, and not the sum of ten livres, over and above; and if the habitation of the said François Fafard passes into other hands, in whatever manner it may be, and that he be or become proprietor of another piece of ground, house, or habitation, the said François Fafard shall pay us, our heirs and assigns, forever, the sum of ten livres, for the rights whereof we have divested ourselves, besides the quit-rent and rent of the habitation, piece of ground, or house; and in case the said François Fafard remains without possession of any land, house, or habitation, he shall be divested of all the privileges to him granted by this present concession. In consideration thereof, and generally of all the clauses, charges, and conditions aforesaid, towards us, our heirs and assigns, the said François Fafard, his heirs and assigns, shall hold and enjoy the said concession, shall sell and trade, as well with the French as with the Indians, in conforming himself to the regulations, and to the orders of His Majesty.

Done at fort Pontchartrain, the 10th of March, 1707.

LAMOTHE CADILLAC.

Afterwards is written, expedited the said day and year by me, Secretary.

GRANDMESNIL, *with a flourish.*

Collated upon the original minute presented by Etienne Verow de Grandmesnil, and this instant returned to him by the Notary Royal, in the precinct of Quebec, the 23d of August, 1742.

LOUET.

Continuation granted. Celoron, Knight of the military order of St. Louis, commandant at Detroit, Erie.

Upon the demand made to us by Claude Gouin, an inhabitant at Detroit, to grant him a continuation of forty arpents in depth, by two and a half in width, which he occupies by virtue of the present title, we, by virtue of the power to us given by the Governor and Intendant, have given, and by these presents do give, concede, and grant, to said Gouin, his heirs and assigns, the said continuation of two and a half arpents in width, by forty in depth, by reason of which he shall enjoy sixty arpents in depth, by two and a half in width, on the condition that, besides the rents mentioned in this deed, he shall pay yearly to the King's profit, the first year of which shall be due on the 11th of November, 1751, the sum of five livres to the Receiver of the King's domain.

Given at Detroit 28th February, 1751.

CELORON.

NAVARRÉ, Deputy of the Intendant.

B. and C.

CHARLES MARQUIS DE BEAUHARNOIS, *Commander of the military order of St. Louis, Governor and Lieutenant General for the King, in New France and Louisiana: Gilles Hocquart, Knight, member of the King's council, Intendant of Justice, Police, and Finances, in New France and Louisiana.*

Upon the representation, made by the inhabitants of fort Pontchartrain, of the strait of lake Erie, to Messrs. de Boishebert, captain of a company detached from the navy, formerly Commandant at said fort Pontchartrain, and Pean, knight of the military order of St. Louis, Mayor of the city and Government of Quebec, commanding at the said fort, and whereof they have reported to us, containing that hitherto they had not dared to undertake any clearings, and establish farms, because they had no title which could secure to them the property thereof; that if it should please us to grant titles, they would not only be able to work without running any risks of being disturbed, but that considerable advantages would result from their labor, in procuring thereby provisions in abundance, which would serve to procure an easy subsistence, as well to the garrison as to the inhabitants and travellers; which being by us taken into consideration, and also the letters patent of His Majesty, given at Paris in April, 1716, registered in the superior council the first December following the decree of the King's council of the 19th May, 1722, we, in the name of His Majesty, have given, granted, and conceded, and do give, grant, and concede, on condition of quit-rent and rent, to Jean Casse St. Aubin, senior, an inhabitant at the said fort Pontchartrain, for himself, his heirs and assigns, a concession of land, situate on the strait of the lake Erie, containing four arpents in front, by forty in depth, joining on one side, towards west-southwest, the farm before conceded to Charles Chene, bounded by a line running north-northwest, and south-southeast, and on the other side towards east-northeast, unconceded lands, in front by the strait of lake Erie, and in rear by a line north-northeast and south-southwest joining also unconceded lands, to hold, use, and dispose of by the said St. Aubin senior, his heirs and assigns on the charges, clauses, and conditions following, viz: That the said St. Aubin, senior, his heirs and assigns, shall be obliged to carry their grains to be ground at the common mill, when one is established, on pain of confiscation of the said grains, and arbitrary fine; to inhabit the said concession, or cause it to be inhabited, within one year from this day at furthest; to enclose the improvements of the neighbors as fast as wanted; to till the said land, and suffer thereon the roads which shall be thought necessary for the public utility; to make line fences, as it shall be regulated; and to pay, each year, to the Receiver of the King's domain in this country, or to the clerk of said Receiver, who shall reside at Detroit, one sol quit-rent for each arpent in front, and twenty sols rent for each twenty arpents in superficies, making, for the said four acres in front, by forty in depth, eight livres rent, and four sols quit-rent; and besides, one bushel of wheat for the said four arpents in front, the whole payable each year on the day and feast of St. Martin, the first year of which shall become due on the eleventh of November, 1735, and to continue from year to year. The said quit-rent bearing profit of fees for right of alienation, default, and fines, with all other royal and seigneurial rights, when the case may be agreeable to the custom of the vicinity and precinct of Paris. It shall, however, be lawful for the said St. Aubin, senior, to pay the said eight livres rent, and four sols rent, in peltries, at the Detroit price, until a current money is established: reserving, in the King's name, on the said plantation, all the timber which His Majesty may want for the construction of buildings and forts which may hereafter be established; as also the property in mines and minerals, if any be found, within the extent of the said concession. And the said St. Aubin, senior, his heirs and assigns, shall be obliged to cause the said concession to be forthwith alienated, measured, and bounded, in all its width and depth, at his expense, and to execute all the clauses inserted in this present title, and to take a brevet of confirmation from His Majesty, within two years, on pain of nullity of these presents.

Done and given at Montreal the 15th of July, 1734.

HOCQUART. [L. s.]

By my Lords,

DE VALMUR.

BEAUHARNOIS. [L. s.]

By my Lords,

DE CHEUZEMONT.

Brevet of confirmation of the above grant.

Extract from the register of the Superior Council of Quebec.

From the brevet of ratification of the concessions made at Detroit by Messrs. the Marquis de Beauharnois, Governor and Lieutenant General for the King in New France, and Hocquart, Intendant in the said countries, has been extracted what follows:

This day, 22d of February, 1735, the King, being at Marly, being willing to confirm and to ratify a concession made by the Marquis de Beauharnois, Governor and Lieutenant General for His Majesty, and Hocquart Intendant in New France, the 15th of July, on condition of quit-rent and rent, to the named St. Aubin, senior, an inhabitant at fort Pontchartrain, of a piece of land of four arpents in front by forty in depth, situate on the strait of lake Erie, joining on one side the land of the named Chene, and on the other side, towards east-northeast, unconceded lands, in front the strait of lake Erie, and in rear a line east-northeast, and west-southwest unconceded lands; His Majesty has ratified and confirmed the said concession, being willing that the said St. Aubin, senior, his heirs and assigns, hold and use the said farm, to him conceded, on the charges, clauses, and conditions following, to wit: That he shall be obliged to carry his grains to be ground at the common mill, when one is established, on pain of confiscation of the said grains, and arbitrary fine; to inhabit the said concession, or cause it to be inhabited, within one year; to enclose the improvements of the neighbors as fast as wanted; to till the said land, and to cause the same to be forthwith alienated, measured, and bounded at his own expense, if it is not already done; to suffer the roads which shall be thought necessary for the public utility; to make line fences, as it shall be regulated; and to pay each year to the Receiver of his Majesty in Canada, or to the clerk of the said Receiver, who shall reside at Detroit, one sol quit-rent for each arpent in front, and twenty sols rent for each twenty arpents in superficies, and, besides, half a bushel of wheat for two arpents in front,

the whole payable each year on the day and feast of St. Martin, the first year of which shall become due on the 11th of November, 1735: the said quit-rent bearing profit of fees for right of alienation, default, and fines, with all other royal and seigneurial rights, when the case may be agreeably to the custom of the precinct and vicinity of Paris. It shall, however, be lawful for him to pay the said quit-rent and rent in peltries at the Detroit price, until a current money is established; reserving on the said farm, above conceded, all the timber which His Majesty may want for the construction of buildings and forts which may hereafter be established; as also the property in the mines and minerals, if any be found, within the extent of the said concession. And as a testimony of his will, His Majesty has ordered me to expedite the present brevet, which shall be registered in the superior council of Quebec, to have thereto such recourse, as it shall appertain, and which he has signed with his own hand, to be countersigned by me, his Secretary of State, and of his commands and finances. Signed LOUIS, and underneath PHILIPPEAUX.

Registered in the register of the superior council of New France, having heard the Attorney General of His Majesty, agreeably to the decree of this day, by us, counsellor, secretary of the King, chief clerk of the council; undersigned at Quebec, the 26th September, 1785.

DAINE.

The original French writings produced to the commissioners, appear to have been for only three acres in front. The word *trois* in several places is dashed out thus — and the word *quatre* interlined; a few other alterations are also made in the places marked in this copy.

D.

The Marquis DE LAJONQUIERE, Knight of the royal military order of St. Louis, Commodore of His Majesty's naval armies, Governor and Lieutenant General for the King in all New France and countries of Louisiana; FRANCIS BIGOT, member of the King's council, Intendant of Justice, Police, Finances, and of the Navy in said countries.

Upon the demands made to us by Antoine Robert, an inhabitant on the strait of lake Erie, to grant and concede him a piece of land of three arpents in front by forty in depth, situate on the said lake Erie, joining on one side towards west-southwest, the land of the named Champagne, bounded by a line running north-northwest, and south-southeast, on the other side towards east-northeast, the land of M. Navarre; in front the strait of lake Erie, and in rear a line, east-northeast, and west-southwest, joining, also, unconceded lands; we, by virtue of the powers to us jointly given by His Majesty, have given, granted, and conceded, do give, grant, and concede, on condition of quit-rent and rent, from this day, forever, to the said Antoine Robert, his heirs and assigns, a concession of a piece of land, situate on the strait of lake Erie, containing three arpents in front by forty in depth, bounded on the courses before designated; to enjoy and dispose of the same, by the said Antoine Robert, his heirs and assigns, on the charges, clauses, and conditions, hereafter, to wit: that the said Robert, his heirs and assigns, shall be obliged to carry his grains to be ground at the common mill, when one shall be established, on pain of confiscation of the said grains, and arbitrary penalty; to inhabit the said concession, or cause it to be inhabited, within one year from this day, at furthest; to enclose the improvements of the neighbors as fast as wanted; to till the land, and suffer thereon the roads which will be thought necessary for the public utility; to make line fences, as it shall be regulated; and to pay each year to the Receiver of the King's domain in this country, or to the clerk of the said Receiver, who shall reside at Detroit, one sol quit-rent for each arpent in front, and twenty sols rent for each twenty arpents in superficies; making, for the said three arpents in front by forty in depth, three sols quit-rent, and six livres rent, and, besides, three-fourths of a bushel of wheat for the said three arpents in front; the whole payable each year on the day and feast of St. Martin; the said quit-rent bearing profit of fees, for right of alienation, seisin, and fines, with all other rights, royal and seigneurial, when the case may be, agreeably to the custom of the precinct and vicinity of Paris. It shall, however, be lawful for the said Antoine Robert to pay the said six livres rent, and three sols quit-rent, in peltries at the Detroit price, until a current money is established; reserving in the King's name, on the said habitation, all the timber which His Majesty may want for the construction of buildings and forts, which may hereafter be established; as also, the property in the mines and minerals, if any be found, within the extent of said concession. And the said Robert, his heirs, and assigns, shall be obliged to cause the said concession to be forthwith marked out, measured, and bounded, in all its width and depth, and to execute all the clauses inserted in this present title, and to take a brevet of confirmation from His Majesty, within two years, on pain of nullity of these presents.

Done and given at Quebec, the first April, one thousand seven hundred and fifty.

[L. s.] LAJONQUIERE.

[L. s.] BIGOT.

By my Lords,
ST. SAUVEUR.By my Lords,
DESCHESNEAUX.

To Messrs. DE CELORON, Knight of the royal and military order of St. Louis, Commandant for the King at Fort Detroit; Landrieve, doing the duty of Commissary and Deputy Intendant of New France, in the said place.

The inhabitants of Detroit humbly represent to you, gentlemen, that the mill, situated on the farm of Claude Campeau, is of an indispensable necessity and convenience for the public. They have heard that the named Cabacier, an inhabitant of Detroit, was seeking the means to have it demolished, under the pretext that the corner of his meadow was inundated by the said mill. It is easily seen that it is by a spirit of incompatibility and contradiction towards his neighbors: for, in summer, his meadow is dry, and, in winter, the water has its natural course, the said mill not going on account of the ice.

This mill was constructed by the consent of Monsieur de Boishébert, formerly commandant in this fort, as a thing useful to the public, and a long time before the concession of the land of the said Cabacier. If this mill had given any prejudice to the meadow which is alongside of his land, the first proprietors would not have failed to make representations on that subject: the said mill has always subsisted till now without any interruption, it being, besides, erected on the land of its proprietor.

This being considered, may it please you, gentlemen, taking into view the public advantage and convenience, to order that the said mill shall continue as before; it being, besides, the only one handy to this fort, and which goes the greatest part of the year; to forbid said Cabacier, and all others, to attempt any depredation on the said mill, and to trouble the owner, on pain of damages, costs, and interest, and you shall do justice.

PIERRE REAUME,
— CHAPOTON,
— LE GRAND,
JEAN BAPTISTE MALLET,
YACINTHE REAUME,
— CECIRE,
JEAN PILET,
JACQUES GODDELTE,
BAPTISTE GOYEUX, Jr.
NICHOLAS LENOIR,
LAURENT PARENT,

JACQUES CARDINAL,
CARLE MORAN,
BELLE PERCHE,
WIDOW CARRON,
ANTOINE CAMPEAU,
JEAN BORDE,
JEAN BAPTISTE CAMPEAUX,
— LABUTTE,
JEAN MILHOMME,
— BARTHE,
J. BLONDEAU.

Having seen the above, and no title having appeared to us, we order that the parties do apply to the Governor and the Intendant, and the mill shall remain in its present situation, until the decision of the Governor and the Intendant is had.

Done at Detroit, the 30th June, 1753.

LANDRIEVE, CELORON.

After having seen the foregoing petition, we order that the named Campeaux be in peaceable possession of the said mill, having given due regard to the opinion of Messrs. Celoron and Landrieve.

Done at Montreal, 22d August, 1753.

DUQUESNE.

E.

TRANSLATION.

We, Commandant for the King at Detroit, &c. upon the demand made to us by Jacques Pilet, proprietor of the farm above conceded, by title in the other part, to grant him a continuation of forty arpents in depth at the end of the said farm, have, by virtue of the power in us vested by the General, given and conceded to said Pilet the said continuation of two arpents in width by forty in depth, on the same lines, quit-rent and rent, and rights of servitudes, contained in the aforesaid deed, the first payment of which shall become due on the 11th of November, 1759. Moreover, to leave, between the first concession and the said continuation, a distance of thirty-six feet at least, to be used as public road by the inhabitants who shall obtain the continuations.

Done at Detroit, the 15th of March, 1759.

PIQUOTEE DE BELLESTRE.

TRANSLATION.

We, Commandant, &c., have conceded to Baptiste Reaume a piece of land of four arpents in width, and forty in depth, this side of river Rouge, adjoining to Dominique Labrosse, on the east-northeast side, to enjoy the same on the charges which shall be regulated by men in authority. Done at Detroit, 1st September, 1760.

PIQUOTEE DE BELLESTRE.

Seen the above deed, by order of the Commandant, the 10th day of September, 1770.

P. DEJEAN, Notary.

On the 21st day of February, A. D. 1805, the claim of Jean Batiste Barrois was taken up, and the notice by him filed with the Register of the Land Office being read in the words following, to wit:

The children and heirs of François Barrois, Jun., deceased, formerly of Detroit, and since of Vincennes, notify the Register of the Land Office at Detroit that they claim, as such heirs, a tract of land below Detroit aforesaid, containing about four acres wide, and forty arpents in depth, bounded on one side by lands of Mr. Navarre, and on the other side by lands formerly of Monsieur Deguire; which said tract of land was granted and conceded by the French commandant, then at Detroit, to the said François Barrois, by deed or concession, dated the 1st April, 1760, to hold the same to him whenever the Pattawatamie Indians should abandon or leave the village they then lived on, and which was then situate on the said lands so granted, and which they have long since done. The land has never been surveyed. Herewith he delivers for registry the original grant made of the said land to the said François Barrois, on behalf of himself and the other heirs.

JEAN BATISTE BARROIS, × his mark.

DETROIT, 6th November, 1804.

The evidence adduced by the claimant in support thereof was also read and considered, in the words and figures following, viz.

TRANSLATION.

We, Commandant for the King at Detroit, have conceded to François Barrois, Jun., a piece of land of three arpents wide, or four arpents if they be found, by forty in depth; to begin from the boundary of the farm conceded to Navarre, near the Pattawatamies' village, in going towards the land of Mr. Deguire; to have and to hold unto the said Barrois, the said piece of land, after the Pattawatamies have changed or abandoned their village, without which condition this present concession shall be void, not understanding to dispossess the said Indians in any manner. And the said Barrois shall enjoy the said land, on the aforesaid conditions, and such servitudes as shall be regulated by persons in power to do it. In testimony whereof, we have expedited him the present title, which will be in lieu of provisory deed. At Detroit, the 1st April, 1760.

PIQUOTEE DE BELLESTRE.

F.

ON MONDAY, the 2d day of December, A. D. 1805.

The board met pursuant to adjournment, and proceeded to the examination of the claims of the heirs and legal representatives of the late Wm. McComb, deceased.

Whereupon, the notice filed by the said heirs with the Register of the Land Office being read, of which the following is an extract, viz.

"John, William, and David McComb claim an island situate in the strait about three miles above Detroit, commonly called Hog island, containing, by Mr. Boyd, who surveyed it in 1771, seven hundred and four acres, by purchase from the Ottawa and Chippewa nations of Indians, who, in council, under the direction of His Britannic Majesty to the Hon. Thomas Gage, Commander-in-chief of all His said Majesty's forces in North America, for that purpose, did convey the same to Lieutenant George McDougall, on the 5th day of June, 1769, whose heirs sold the same to Wm. McComb on the 11th of November, 1793."

The following instrument of writing, together with the deeds, whereof mention is hereinafter made, presented to the Register, and recorded as evidence of the claim aforesaid, were also read and considered by the commissioners, viz.

By an order of His Majesty and council, dated at St. James's, May 4th, 1768, transmitted to the Hon. Thomas Gage, Major General and Commander-in-chief of all His Majesty's forces in North America, &c. &c. ordering that he shall put Lieutenant George McDougall, late of the 60th regiment, in possession of Hog island, situated and lying in Detroit river, three miles above the fort of Detroit, provided that can be done without umbrage to the Indians, and upon consideration that the improvements projected by the petitioner be directed to the more easy and effectual supply of His Majesty's fort and garrison maintained at Detroit. The Commander-in-chief having transmitted the same to George Turnbull, Esq. captain in the 60th regiment, commanding at Detroit, that he shall see the same executed by being present when the said George McDougall shall receive a deed from the Indians for the said island, &c.

By virtue of the above order, this indenture, made by and between Lieutenant George McDougall, late of the 60th regiment, of the one part, and Oketchewandug, Couttawin, Ottawachin, chiefs of the Ottawa and Chippewa nations of Indians, in the other part, do for ourselves, and by the consent of the whole of the said nations of Indians, witnesseth, that the said chiefs, for and in consideration of five barrels of rum, three rolls of tobacco, three pounds of vermilion, and a belt of wampum, and three barrels of rum, and three pounds of paint, when possession was taken, valued one hundred and ninety-four pounds ten shillings, current money of the province of New York, to them in

hand paid, the receipt whereof the said Indians chiefs do hereby acknowledge, have granted, bargained, sold, alienated, and confirmed, and by these presents do hereby grant, bargain, sell, alien, and confirm, unto the said George McDougall, his heirs and assigns, forever, the aforesaid island, that he may settle, cultivate, or otherwise employ to His &c Majesty's advantage, as he shall think proper, the aforesaid island in Detroit river, about three miles above the fort, together with all the houses, out-houses, and appurtenances whatsoever on the said island, messuage, and tenement, and premises belonging, or in any ways appertaining; and also the reversion and reversions, remainder and remainders, rents and services of the said premises, and every part thereof, and all the estate, right, title, claim, and demands, whatsoever, of them, the said Indians, of, in, and to the said messuage, tenement, and premises, and every part thereof. To have and to hold the said messuage or tenement, and all and singular the said premises above mentioned, and every part and parcel thereof, with the appurtenances, unto the said George McDougall, his heirs and assigns, forever. And we, the above mentioned chiefs, do hereby engage ourselves, our heirs, our nations, executors, administrators, and assigns, forever, to warrant and defend the property of the said island unto the said George McDougall, his heirs, executors, administrators, and assigns, forever against us or any person whatever claiming any right or title thereto.

OKITCHEWANONG, ×
COUTTAUWGIN, ×
OTTOWACHKIN, ×

GEORGE TURNBULL, *Captain 2d battalion, 60th reg't, commanding.*
DANIEL McALPIN, *Lieutenant 2d battalion, 60th reg't.*
JOHN AMIEL, *Ensign 2d battalion, 60th reg't.* } *Witnesses.*
DETROIT, 5th May, 1769.

Received and recorded in the Register's Office, in Quebec, on Thursday, the 23d day of January, 1777, at one o'clock in the afternoon, in the English register, letter E, page 616.

GEO. ALLSOPP.

A deed of feoffment, executed by John Robert McDougall, conveying a moiety of said island, in fee simple, to William McComb, containing a clause of warranty against himself, his heirs, and assigns, dated the 11th day of November, 1793, with a memorandum of livery of seisin endorsed on the back of said deed.

Also, a deed of gift from George McDougall to John Robert McDougall, for a moiety of said island, with the like clause of warranty therein, and the like memorandum of livery of seisin endorsed thereon, dated the 6th day of January, 1794.

Also, a deed of feoffment, executed by John Robert McDougall, conveying and transferring the other moiety of said island to the said William McComb, in fee simple, containing a clause of warranty against the feoffer, his heirs and assigns, with a memorandum of livery of seisin endorsed thereon, dated the 7th day of April, 1794.

The claimants then brought forward George Meldrum to be examined as a witness with regard to Hog island, who, being sworn, deposed and said, that the late Lieutenant McDougall built on this island a dwelling-house, and sundry out-houses about the year 1770 or 1771. About the same time, one Cassey, as a tenant of the said McDougall, went on a part of these lands, who, in the course of some few of the following years, cultivated about thirty acres, and, as well as this deponent recollects, built a small house; said Cassey was succeeded by one Ridley, and the said island has been constantly occupied by successive tenants of the said McDougall and McComb families to the present day.

At the request of the claimants, the said claims, generally, were continued for further investigation.

On Tuesday, the 3d day of December, A. D. 1805, the board met pursuant to adjournment.

The fourth claim of the heirs and legal representatives of the late William McComb, deceased, being again under consideration,

John Laughton was brought forward as a witness, who, being sworn and examined, deposed and said, with respect to Hog island, that, in the year 1776, he, the deponent, leased the said island of one Cassey, who at that time held it under the lease of the late Lieutenant McDougall. When in occupation of the said island, he, the said deponent, was ousted of his possession by the orders of Colonel De Peyster, then the commanding officer at Detroit, who put thereon some prisoners brought to his garrison by the Indians. The late William McComb, as the guardian of the then infant sons of the said McDougall, petitioned General Haldiman for redress, who ordered the said McComb to be again put into the possession thereof. The deponent also recollects that Colonel De Peyster, on restoring the said island, left with the said McComb a barn, erected at the expense of Government, and a scow, as a compensation for the disseisin. This property, the deponent imagines, must have been worth about twelve or fourteen hundred pounds. When the deponent went first to this island, there were two farms thereon, each of which was improved with a dwelling-house, and, inclusively, had about eighty acres of cultivated land, and two large barns.

John Robert McDougall being sworn, deposed and said, with respect to Hog island, that some short time after Colonel De Peyster had taken forcible possession of this island, that officer was desirous of purchasing it for the use of the Government, and made an offer to this deponent and his mother of six hundred guineas therefor; these terms were, however, rejected. The said De Peyster then paid to Alexander McComb a quantity of corn, as the rent of said island, for which said McComb, as guardian of the infant children of this said deponent's late father, afterwards accounted. Some few years before the evacuation of this garrison by the British troops, Major Claus, commanding Detroit, put a number of cattle on the said island to pasture, for which damages were awarded to the deponent in the court of common pleas of the upper province of Canada.

The order of the King of Great Britain, by the advice of his privy council, referred to in the instrument of writing executed by the Indians therein named, was this day produced by the claimants as evidence of their title to the said island, and is in the words following, viz.

[L. S.]

AT THE COURT AT ST. JAMES'S, the 4th day of May, 1768.

Present: *The King's Most Excellent Majesty.*

Lord President,
Duke of Grafton,
Duke of Ancaster,
Duke of Northumberland,
Marquis of Granby,
Lord Chamberlain,

Earl of Huntington,
Earl of Denbigh,
Earl of Shelburne,
Viscount Weymouth,
Viscount Falkland,
Viscount Howe,

Viscount Clare,
Viscount Villiers,
Welbore Ellis, Esq.
Richard Rigby, Esq.
Thomas Townshend, Esq.
George Onslow, Esq.

Whereas there was this day read at the board a report for the right honorable the lords of the committee of council for plantation affairs, dated the 3d of this instant, in the words following, viz.

Your Majesty having been pleased, by your order in council of the 12th of December, 1767, to refer unto this committee the humble petition of Lieutenant George McDougall, of the royal American regiment, on half pay, praying, for the reasons therein contained, that your Majesty will be graciously pleased to grant to him a certain small island, three miles above Detroit, called Hog island. The lords of the committee, in obedience to your Majesty's said order of reference, did, on the 3d of March last, take the said petition into their consideration, and thought proper

* This "&" appears evidently to have been inserted after the above instrument was written, if not after the same was executed, for it is written on an erasure, and renders the sense thereof somewhat less clear and perspicuous than what it must have been before. There is no memorandum made of the erasure, nor of another interlineation which is in the instrument.

to refer the same to the lords commissioners of trade and plantations, who have thereupon reported to this committee: "That the abovementioned island, lying within that territory, which, by your Majesty's proclamation of the 7th of October, 1763, is reserved and set aside as hunting grounds for the several tribes of Indians, it follows that no absolute grant of the same can be made, consistently with the terms and reservations of the said proclamation; and, therefore, it will not be advisable for your Majesty to comply with the prayer of the petition, as to this particular, in its full extent; but, as the merits of the petitioner, in clearing part of the said island, building a house, and making a settlement thereon, in consequence of permission obtained from the commanding officer at Detroit, in 1761, appear to be true; and as he has sustained considerable damage by being dispossessed of these improvements by the savages in the subsequent war, more especially, as it is evident that considerable savings may be, and actually have been, made in the articles of supply and provision for the garrison at Detroit, by stocking and cultivating lands in the neighborhood thereof, the said lords commissioners are of opinion that advantages may be derived to the public service from the settlement and improvements of this island; and as the petitioner, as well from his intercourse, and acquaintance with the Indians, as by his interest and connexions in those parts, (he being married, and having a wife and family now residing at Detroit,) doth appear both able and willing to carry his proposals into execution; and as it is represented that the said island, though within the limits of the Indian territory, yet has always been considered as an appendage to the fort, the said lords commissioners are of opinion that every encouragement should be given to him in the settlement of the said island, as far as the tenor of the proclamation above recited will allow; and this they think can best be done by referring the matter to the Commander-in-chief in America, recommending to him to allow the petitioner a temporary occupation of the said island, so long as your Majesty shall think fit to continue an establishment at Detroit; provided this can be done without umbrage to the Indians, and upon consideration that the improvements projected by the petitioner will be directed to the more easy and effectual supply of your Majesty's fort and garrison maintained at Detroit."

The lords of the committee, upon consideration thereof, do humbly report to your Majesty that they agree in opinion with the lords commissioners for trade and plantations, and thereupon humbly propose that your Majesty will be graciously pleased to direct the Commander-in-chief of your Majesty's forces in America, for the time being, to allow the petitioner a temporary occupation of the said island, so long as your Majesty shall think fit to continue an establishment at Detroit; provided this can be done without umbrage to the Indians, and upon consideration that the improvements projected by the petitioner will be directed to the more easy and effectual supply of your Majesty's fort and garrison maintained at Detroit.

His Majesty, taking the said report into consideration, was pleased, with the advice of his privy council, to approve thereof, and to order, as it is hereby ordered, that the Commander-in-chief of His Majesty's forces in America, for the time being, do allow the petitioner a temporary occupation of the said island, so long as His Majesty shall think fit to continue an establishment at Detroit; provided the same can be done without umbrage to the Indians, and upon consideration that the improvements projected by the petitioner be directed to the more easy and effectual supply of His Majesty's fort and garrison maintained at Detroit. Whereof the Commander-in-chief of His Majesty's forces in America, for the time being, and all others whom it may concern, are to take notice, and govern themselves accordingly.

WM. BLAIR.

Received and recorded in the Register's Office, in Quebec, on Thursday, the 23d day of January, 1777, at one o'clock in the afternoon, in the English register, letter E, page 612.

GEO. ALLSOPP.

A writing, purporting to be a "paragraph of General Gage's letter to Captain Turnbull, of the 29th August, 1768, relating to Hog island, given to Mr. McDougall by His Majesty and council," was also exhibited as evidence of the claim aforesaid, and is as follows, to wit:

As Mr. McDougall's occupying these lands depends upon the suffrage of the Indians, who have claims thereto, it will be necessary that those Indians should be collected by the friends of Mr. McDougall, and publicly signify to you, or rather give a written acknowledgment of their consenting to the cession of those lands in favor of Mr. McDougall.

You are to contract no expense upon this account: the collecting and supporting these Indians must be the act of Mr. McDougall, or his friends. In his absence, you are only to acquaint them that you cannot admit them to take possession till you are satisfied of the Indians' intention, and acquiescence therein.

This must be a solemn act, performed, in your presence, by Indians concerned in the property of the lands, to which they must sign the marks of their tribes: and you will certify the same to be done by you, and under my authority, and in your presence. Their permission must, at the same time, be had to people the island for cultivation: for every necessary particular should be mentioned in the writing for the cession of these lands, and the whole fully and distinctly explained to the Indians, to prevent future claims or disputes. You are likewise to attend to the nature of the improvements carried on by Mr. McDougall, and see that they are such as may, when called upon, serve to the purposes intended, of an effectual and easy support of the garrison at Detroit.

GEORGE TURNBULL, *Capt. 2d Bat. 60th Reg't.*

Received and recorded in the Register's Office, in Quebec, on Thursday, 23d of January, 1777, at one o'clock in the afternoon, in the English register, letter E, page 615.

GEO. ALLSOPP.

And, thereupon, the commissioners, having maturely weighed and considered all the evidence adduced by the claimants in support of their title to Hog island, It is, &c. (Decision.)

G.

I, Arent Scuyler De Peyster, commanding the King's or eighth regiment, and the posts occupied by it on the different communications, by the authority in me vested, as a means of improving the appearances in the front of the fortifications and grand parade, by improving and cultivating the ground adjacent, bounding the town of Detroit to the northwest, do grant, by these presents, unto Captain Henry Bird, of the King's or eighth regiment, and unto his heirs and assigns, forever, a lot of ground, beginning at the northwest end of St. Honore street, and on the east side, continuing in a line with said street as far as the run or ditch which terminates the grand parade; then, turning towards the east, and bounded by the said run, continues as far as the fence which encloses that part of the King's garden occupied by the officers of the eighth regiment; thence, returning by the side of said fence, as far as the King's stables, and following the division in front of said stables, as they now stand, to the side of ——— street; the whole lot containing 2,029 square yards, more or less.

Given under my hand and seal, this 20th day of May, in the year of our Lord, 1781.

A. S. DE PEYSTER, *Major King's Reg't, Command't.*

Registered in the register of Detroit, No. 2, pages 299 and 300, by me,

T. WILLIAMS, *Recorder.*

QUEBEC, 15th October, 1784.

SIR: Captain Bird, of the King's or eighth regiment, having memorialised his excellency General Haldimand to confirm a grant made to him by Lieutenant Colonel De Peyster, of a small lot of land and house, at Detroit, (formerly a blacksmith's shop,) described therein, I am commanded by his excellency to acquaint you that, in consideration of Captain Bird's particular services at Detroit, and of his having been at some expense in fitting up the said house, he is pleased to relinquish to him all right to it, on the part of the Crown, and desire that you will put him in possession of it accordingly.

I am, sir, your most obedient and most humble servant,

R. MATTHEWS, *Secretary*.

Lieutenant Governor HAY.

H.

On the 28th day of February, A. D. 1805, the claim of Elijah Brush, trustee for Alexander McKee, was taken up, and the notice by him filed with the Register of the Land Office, being read in the words following, viz:

To George Hoffman, Esq. Register of the United States' Land Office at Detroit, in the District of Detroit.

DETROIT, December 24, 1804.

SIR: In pursuance of an act of Congress of the United States, passed the 11th of March, 1804, making provision for the disposal of the public lands in said territory, and for other purposes, I hereby make entry of a certain messuage and tenement, situate, lying, and being upon Detroit river, in the township of Detroit aforesaid, containing ninety-three feet in front on said river, and eighty-two and a half feet in rear, by three hundred and three and a half feet on the northeast side, and two hundred and ninety-seven feet on the southwest side; which I hold and claim, as trustee to Alexander McKee the younger, by gift from his father, Thomas McKee, who held by the descent, as the only legitimate heir to the estate of the late Alexander McKee, deceased, who also held said lot of land by gift from the British Government, for his services and losses in that Government.

E. BRUSH.

QUEBEC, September 9, 1785.

The evidence adduced by said claimant, in support thereof, was also read and considered, in the words and figures following, to wit:

Whereas, Matthew Elliott has, for some time, occupied a certain lot lying near the dock yard at Detroit, by the water side; this is to signify to all whom it may concern, that, if any person has pretensions to the aforesaid lot, they are to produce their titles, otherwise the said Matthew Elliott is to hold peaceable possession thereof, until further orders.

Given under my hand and seal at arms, at the castle of St. Louis.

HENRY HAMILTON.

NOTE.—With a wafer seal appendant.

DETROIT, May 26, 1786.

Description of a lot of ground situated next to His Majesty's ship yard at Detroit, bounded on the front by the King's domain; in the rear by the river; and on the east-northeast by a lot occupied by Captain Lamothe, of the Indian Department. Courses—west, nineteen, southerly three hundred and forty-five feet; south, twenty, westerly two hundred and seventy-five feet; east, nineteen, northerly three hundred and forty-five feet; north, twenty, westerly two hundred and seventy-five feet, to the place of beginning; containing, in all, ninety-four thousand eight hundred and seventy-five feet, more or less.

PHIL. R. FRY, *Deputy Surveyor*.

Registered, page 374, in Reg. B, by me, this 24th day of May, 1790.

T. SMITH, *C. C. Pleas, District of Hesse*.

The deed of gift of Thomas McKee to Elijah Brush, in trust for Alexander McKee the younger, was produced by the claimant, and read and considered by the commissioners.

The claimant has not produced a deed conveying the said lot of ground from Matthew Elliott to Thomas McKee.

I.

To all the Inhabitants occupying lots next the water sides.

GENTLEMEN:

As the vacant spaces of ground lying between each of your lots and the water side, now occupied with all sorts of filth, and become a public nuisance, should be removed, if you will go to the expense of filling up the whole of them with good earth, and render it an even surface, at the same time extending your lots with fences, so as to leave only a passage for carts between them and the water edge, you shall have such spaces of ground in lieu of the expense you may be at; but if you do not choose to occupy them on these conditions, let me know, and I will give them to others, for I can no longer suffer them to remain as they now are.

Given under my hand, at Detroit, this 1st day of June, 1782.

A. S. DE PEYSTER, *Major*,
Commanding Detroit and its dependencies.

K.

On the 8th day of March, 1805, the claim of George Meldrum was taken up and read, in the words following, to wit:

George Hoffman, Esq. Register of the Land Office at Detroit.

SIR:

Please to take notice, that I enter in your office a permission of Arent De Peyster, commandant of Detroit and its dependencies, to Peter Cumming, to build on a lot of ground, eighty feet in front, on river Detroit, bounded on the south by the ship yard, and on the north by Col. McKee, running to the road, bearing date 1st September, 1783. And likewise transfer to John Loughton, and by said Loughton's deed to Meldrum and Park, bearing date 5th of March, 1793, and am, with respect, &c.

Yours, &c.

GEORGE MELDRUM.

And thereupon the evidence adduced by the claimant, in support thereof, was also read and considered, in the words and figures following, to wit:

To all concerned.

For and on account of the good character of Peter Cumming, late ship builder in His Majesty's yard, I do permit him to build on a lot of ground lying to the northwest of the ship yard; eighty feet in front on the river; thence, back to the highway, and thence to the ship yard aforesaid.

Given under my hand at Detroit, this 1st day of September, 1783.

A. S. De PEYSTER, *Lieut. Col. King's Regt.
Commandant at Detroit, &c.*

Registered in the Register at Detroit, No. 2, page 342, by me,

T. WILLIAMS, *Rec.*

The claimant produced also a deed of transfer from Peter Cumming to John Laughton, dated 26th August, 1788; and also a deed of bargain and sale, executed by John Laughton to Meldrum and Park, dated the 5th of March, 1793: which deeds were read and considered.

Whereupon it is considered by the commissioners, that, &c.

L.

On the 21st day of February, A. D. 1805, the claim of Robert Navarre was taken up for consideration, and the notice by him filed with the Register of the Land Office was read, in the words following, to wit:

"DETROIT, 17th December, 1804.

"GEORGE HOFFMAN, Esq. *Register of the Land Office at Detroit:*

"Please to take notice that I claim title to the farm on which I now live, the deed of which I enter into your office, to be recorded, with all the vouchers, to wit:

"No. 1. Original Indian deed. No. 2. Survey. No. 3. Receipt of the King's Receiver. No. 4. Confirmation of title by Major Basset, Commandant, &c."

And, thereupon, the evidence adduced by the claimant in support thereof, being also read, in the following words and figures, to wit:

TRANSLATION.

No. 1. We, the chiefs of the tribes of the Pattawatamie nation, at Detroit, have deliberated and given, of our free will, a piece of land of four arpents in width, by the whole depth, situate at our ancient village, to Robiche, son of the scrivener. We give him this land forever, that he may cultivate the same, light a fire thereon, and take care of our dead; and for surety of our words we have made our marks, supported by two branches of wampum.

[Signed in the original by twelve chiefs.]

Ratified by the Honorable Henry Basset, Commandant at Detroit, 15th July, 1772, in presence of Mr. George McDougall, of the Pattawatamie chiefs, and Robert Navarre, Jun'r, put in possession in the forms prescribed, in the name of His Majesty, and in conformity to the orders of his excellency.

No. 2. I, the undersigned, doing the duty of Surveyor, at Detroit, with the approbation of Mr. Henry Basset, Major Commandant at Detroit and dependencies, do certify that I have bounded and alineated a piece of land of four arpents in width, conceded this day (28th July, 1772) to Robert Navarre, Jun'r, situate on the river Detroit, at the ancient village of the Pattawatamies, joining on the E. N. E. Jacques Godfroy, and on the W. S. W. vacant land, where I have placed a bound, with witnesses underneath. I have also alineated the said piece of land, in front, by a line running E. N. E. and W. S. W. and in depth by a line N. N. W. and S. S. E. counting eighteen feet per pole, and ten poles for each arpent, measure of this place: which shall be verified when necessary.

Done at Detroit, 28th July, 1772.

CHARLES GOUIN, Jun.

PIERRE GOUIN, }
GEO. McDUGALL, } witnesses.

No. 3. Received of Robert Navarre, Junr. the quit-rent and rent for a piece of land of four arpents in width, which has lately been confirmed to him, and conceded in the name of His Majesty, by Mr. Basset, Major Commandant at Detroit, in conformity to the orders of his excellency General Gage; these quit-rent and rent due for the first year, the 11th November last, 1772.

Done at Detroit, the 2d of January, 1773.

JAMES STERLING,
Receiver of the King's domain.

Idem for the year 1773.

JAMES STERLING.

Received at the same time of Mr. Robert Navarre, the father, the quit-rent and rent for his three arpents of land, for the same year, 1773.

JAMES STERLING.

Received idem of the son, for the year due on the 11th of November, 1773.

JAMES STERLING.

No. 4. Robert Navarre, Junr. is permitted to cut, on the unconceded lands, the timber necessary to enclose the concession which has been made to him in the King's name, by order of his excellency.

Given at Detroit, the 24th December, 1772.

HENRY BASSET, *Major and Commandant.*

M.

On the 21st day of February, A. D. 1805, the claim of Pierre Descontes del Labadi was taken up for consideration, and the notice by him filed with the Register of the Land Office was read in the words following, viz:

"DETROIT, 19th November, 1804.

"GEORGE HOFFMAN, Esq. *Register of the Land Office at Detroit:*

"SIR:

"Please to take notice that I do enter into your office a farm on which I now live, consisting of three arpents in front by forty in depth, bounded in front by the river Detroit, on the E. N. E. by the farm of Robert Navarre, Esq. alias Robiche, and on the W. S. W. by the farm formerly the property of Mrs. widow Du May, and now the property of the heirs of the late Alexis Campeau; which farm was sold to me, for a valuable consideration, by Joseph Portier Benac, by a deed of bargain and sale, executed at Detroit the 29th January, 1781.

"Joseph Portier Benac had bought the said farm of Isidore Chene, for a valuable consideration, by deed of bargain and sale, executed at Detroit the 3d October, 1778.

"And Isidore Chene had it by a deed of gift, executed by the chiefs of the Pattawatamie nation of Indians, at Detroit, the 27th day of May, 1776; which deed of gift was executed with the permission of Henry Hamilton, then Governor and Superintendent. When Joseph Portier Benac purchased of Isidore Chene, he paid to the King's Receiver (Thomas Williams) twenty-one pounds five shillings and nine pence, for the *lods et ventes*, i. e. for fines of alienation.

"When I purchased I paid the said fines to William Monforton, who was then the King's Receiver.

"Of the truth of the above statement, I am ready and do offer to give substantial proofs, in writing, either by original or from public records."

And, thereupon, the evidence adduced by the claimant in support thereof, being also read and considered in the words following, to wit:

[TRANSLATION.]

We, the chiefs of the tribe of the Pattawatamie nation, at Detroit, after having deliberated, have, of our free will, given to Isidore Chene, forever, the piece of land between that given by us to Robiche and that also given to the widow Du May, that he may cultivate the same, and take care of our dead buried thereon; and for surety of our parole, we have made our marks underneath, supported by two branches of wampum; and the principal chiefs have signed or made their marks on the minutes of these presents.

P. DEJEAN,

Notary and Recorder for Detroit.

DETROIT, 27th May, 1776.

A true copy from the old register, folio 397.

R. POLLARD, *Register W. D.*

This is to certify that Wawerattan, chief of the Pattawatamie nation, having applied to me for liberty to cede a lot of land of three acres in front, in that part of the settlement of Detroit called the Pattawatamies village, to Isidore Chene, an inhabitant of Detroit, I have allowed to said Isidore Chene to take possession of it, and to occupy the said lot till notice be given to him to restore the same, according to such orders as may be given him to restore the same relative to the cession of lands by his excellency the General Governor of the province. Given under my hand,

HENRY HAMILTON,

Lieutenant Governor and Superintendent.

A true copy from the register, folio 397.

R. POLLARD, *Register W. D.*

N.

This grant is ceded to Joseph Howard and his heirs, executors, administrators, or assigns, for a space of land with the following limited right and title, viz: That the said Joseph Howard is to have, hold, and possess, with full and free powers to convey, sell, or dispose of said lands without fees or burthens whatsoever, (excepting the registering of this deed in the office of the Notary Public) during the pleasure of His Majesty or the Governor and Commander-in-chief of the province of Quebec; and by these presents, he, the said Joseph Howard, stands, and shall stand, of right, lawfully, solely, and absolutely seized of and in the land and lot, with the appurtenances, of a good, sure, lawful, rightful, absolute, and indefeasible estate; having in himself good right, full power, true title, and lawful authority to settle and assure the same and every part and parcel of the said lot and premises, which are forever to be held and enjoyed by him, his heirs, executors, administrators, or assigns, according to the limitations aforesaid. And for the security of the said Joseph Howard, proprietor of the above limited and recited land and premises, this conveyance is granted on the 10th day of November, 1781, in the presence of the following witnesses.

I have put my hand and seal of the post,

PAT'K SINCLAIR, *Lieutenant Governor.*

Registered by me in folio 81.

NOTE. Most of the grants issued by Sinclair specify the situation, boundaries, and extent of the tract of land intended to be granted; and all of the original writings produced by the Michillimackinack claimants contain the limitations and conditions of the foregoing, and are precisely in the same form.

O.

GEORGE HOFFMAN, Esq. *Register, &c.*

SIR:

I am requested by Francis Navarre, Esq. to enter into your office the enclosed deeds, viz:

No. 1. Pattawatamies, to Francis and James Navarre,	20 arpents by 80, or 100; river Raisins, 3d	June, 1785.
2. Isidore Chene, to Joseph Menard and Isidore Roberts,	6 to 7 do. by	do. do. 18th April, 1791.
3. Joseph Reaume, Jun. to Batiste Reaume, Sen.	3 do. by 40	do. do. 4th July, 1800.
4. Joseph Bourdeaux, to Jean Batiste Reaume, Sen.	3 do. by	do. do. 14th July, 1800.
5. Pattawatamies, to A. Campeau, transferred to Suror,	3 do. by	do. do. 24th Sept. 1786.
6. Pattawatamies to Batiste Reaume, Jun.	- do. by	do. do. 6th July, 1789.
7. J. Portier Benac, to Joseph Leufant, Sen.	3 do. by 40	do. do. 1st Mar. 1785.
8. Same to same,	3 do. by 40	do. do. 2d Mar. 1785.

PETER AUDRAIN.

31st December, 1804.

NOTE.—Francis Navarre claims, in his own right, only a moiety of the tract conveyed to Francis and James Navarre, by the Pattawatamies.

From notices which were filed after the date of this writing, it appears that the remaining seven tracts are claimed by seven different persons. We have rejected no writing, filed as a notice, from which we could possibly gather the nature and extent of a claim. But this is all blunder, and there are many precisely in the same form and situation, written by the same person, who, however, knew how to execute them correctly, having presented many that are perfect and complete.

P.

Know all men by these presents, that we, the chiefs and principal leaders of the Pattawatamie nation of Indians, at Detroit, for ourselves, and by and with the advice and consent of the whole of our said nation, in consideration of the good will, love, and affection, which we, and the whole of our said nation, have and bear unto Arent Schuyler De Peyster, Esq. Major of the King's eighth regiment, Commandant of Detroit, and its dependencies, &c.; and also, for divers other good causes and considerations, us, the said chiefs, and the rest of our said nation, hereunto moving, have given, granted, aliened, enfeoffed, and confirmed, and by these presents do give, grant, alien, enfeoff, and confirm, unto the said Arent Schuyler De Peyster, a certain tract of land of fifty acres in front, and one hundred acres in depth, bounded on the northeast by a tract of land formerly granted to Philip Dejean; and on the southwest and in the rear by unlocated lands; and in the front by the river Detroit; the whole containing five

thousand acres, or arpents, more or less, with all and singular the appurtenances unto the said tract of land appertaining, or in anywise belonging, and the reversion and reversions, remainder and remainders, rents, and services of the said premises; and also all the estate, right, title, interest, property, claim, or demand whatever, of us, the said chiefs, or any one whatever of our said nation, of, in, and to the said message and premises, and every part and parcel thereof, with the appurtenances: to have and to hold the said message, tenement, lands, hereditaments, and premises, hereby given and granted, or mentioned, or intended to be given and granted, unto the said Arent Schuyler De Peyster, his heirs and assigns, to the only proper use and behoof of the said Arent Schuyler De Peyster, his heirs and assigns, forever. And the said chiefs, for themselves, and in behalf of the whole of their nation, their heirs, executors, and administrators, do covenant, promise, and grant, to and with the said Arent Schuyler De Peyster, his heirs and assigns, by these presents, that he, the said Arent Schuyler De Peyster, his heirs and assigns, shall, and lawfully may, from henceforth and forever after, quietly and peaceably have, hold, occupy, possess, and enjoy the said message and premises hereby given and granted, or mentioned, or intended to be given and granted, with their and every of their appurtenances, free, clear, and discharged, or well and sufficiently saved, kept harmless, and indemnified from and against all former and other gifts, grants, bargains, sales, estates, entails, rents, and from and against all former and other titles, troubles, charges, and incumbrances whatsoever, had, done, or suffered, or to be had, done, or suffered by them, the said chiefs, or by any one of the said nation, their heirs, executors, and administrators, or any other person or persons lawfully claiming or to claim by, from, or under them, or any or either of them; and by these presents, do make this our act and deed irrevocable under any pretence whatever, and have put the said Arent Schuyler De Peyster in full possession and seisin, by delivering a piece of the said tract of land on the premises.

In witness whereof, we the said chiefs, for ourselves, and in behalf of our whole nation of Pattawatamies, have hereunto these presents set the marks of our different tribes, at Detroit, the 28th day of July, A. D. one thousand seven hundred and eighty.

[Signed by ten Indian Chiefs.]

I, the subscriber, do hereby certify that the abovementioned lands are a voluntary gift, and that the chiefs made the marks of their different tribes in my presence, at Detroit, the 28th day of July, 1780.

T. WILLIAMS, *Justice of the Peace.*

I have resigned all my right and title to this Indian grant of land, in favor of my nephew, Arent Schuyler, son to Pierre Guillem De Peyster, of New York. DUNFRIES, 12th February, 1798.

A. S. DE PEYSTER.

There are several Indian conveyances, which are certified to have been voluntary, by A. S. De Peyster, colonel commanding, &c.

[TRANSLATION.]

We the chiefs, Pattawatamies, of the river Raisins, do declare to have given forever to Michel and Antoine Campeau, brothers, and children of Alexis Campeau, to each of them, three arpents of land in width by all the depth situate on river Raisins, on the right hand going up, and joining the land of their sister Angeline, to hold unto the said two brothers, the said lands jointly or separately. We have also thought proper to give, and do give, to Madeleine Campeau, on the left hand side of the river Raisins, in going up, a piece of land of three arpents in width by its depth, right opposite to the upper end of the rapid, nearly opposite to the land which we have given to her brothers: for such is our will, and the will of all those who compose our village.

Done at Detroit, the 24th of May, 1786. Witness our marks above and below. We have also, in the same manner, given to Madeleine Campeau, the mother, a piece of land of three arpents, joining the lands of her children above named; to hold the same, &c. the same year as above.

[Signed in the original by six chiefs, in the presence of Robert Navarre and Joseph Menard.]

These serve to certify that the representatives of the first original grantors of the donation hereunto annexed, have confirmed the same to Miss Angeline Campeau, in behalf of herself, her brothers and sisters, and their heirs and assigns, forever, acknowledging, at the same time, the said title to be the first granted of the said donation; as witness our hands, at Detroit, the 12th day of June, 1797.

[Signed by four chiefs, in presence of Lieut. Col. Hamtramck, Major J. J. V. Rivardi, and Witmore Knaggs, Interpreter.]

[TRANSLATION.]

DETROIT, July 28, 1780.

We, the chiefs of the Pattawatamie nation, after having deliberated on the present state of our lands, which we leave uncultivated this long time, with the advice and the general consent of the nation, have determined to give a portion thereof to our friend Chevalier Chabert, containing six arpents in front, on the river Rouge, on the left hand in going up said river, which will extend in depth to the lands of St. Osure, brothers; joining on one side Batiste Cicot, and on the other side Antoine Chene; and, for the sincere friendship which we have for him, we do light for him a fire of peace and tranquillity, warranting him, from this day, forever, his heirs and assigns, the said portion of land, that he may enjoy the same, without any hindrance whatsoever. Therefore, we have made our customary marks.

[Signed in the original by eleven chiefs.]

I, the undersigned, do certify that the above chiefs have made their marks, and declared to have voluntarily given the land above mentioned.

T. WILLIAMS, *J. P.*

[TRANSLATION.]

I, the undersigned, do certify that, since the year 1730, since which time I have resided at Detroit, the inhabitants established in the fort have kept in order the palisadoes, each in proportion of his lot, the King not possessing any thing therein, that is to say, His Majesty had no house, although absolute master to dispose of all things, according to his full power and royal authority.

The commandant had few soldiers, who lived by their work.

In the year 1748 to 1749, the enclosure of the fort, which was not of a large extent, having but four bastions of about twenty feet, beginning at the church and ending at the old guard-house, wanted repairs, and, in order to work with solidity, an expedient was proposed, which was agreed to by Mr. De Sabreuvort, then commandant, (for the King never gave any order.) In the plan proposed, it was said that each owner should plant one picket of oak or ash, fifteen feet long, having at the small end at least six inches diameter for each foot of ground, in front, on the street, and should keep them up by a lining of eight to ten feet long, which was executed. The King himself has submitted to the same rule, when houses and store-houses have been built for his troops; and, in the end, Mr. De Bellestre, commandant, (by order of the Governor, in appearance) got all the fortifications made anew at the King's

expense. In that state things were on the arrival of His Britannic Majesty's troops. There is no doubt that Mr. De Bellestre took all the pickets of private individuals, which were then planted round the fort, and made use of them for the fortifications.

The same undersigned does certify that, since the said year, 1730, he has seen private individuals enjoy the liberty of having their cattle kept in the precinct, and to have thereon stables for the winter, and a park for the summer, near the fort, to put up their cows during the night. The commandant was pleased to assume the trouble of that police for the public good.

Hog island was then considered as commons, where each individual had the right (that is to say, the liberty, for the undersigned having never seen any title of concession, cannot say that the inhabitants had a right) to put in their cattle; but be it liberty, privilege, or right, he has seen the inhabitants put their cattle upon that island. Some of the inhabitants have even been obliged and compelled, by order of the commandant, to put on that island certain animals which committed waste in the grains or wild fields.

As to the precinct of the fort, which is vulgarly called domain, the French commandants made no pretensions thereto; they had only a small garden on the bank of the river, without the fort, which they enclosed at their own expense. And the private individuals had also similar ones near the fort; but, for all that, the undersigned does not pretend to say that either of them had the right of property, or that the possession should be perpetual. It is well enough known that the powers of His Most Christian Majesty had no other boundaries than those of his domains.

Done at Detroit, the 5th October, 1767.

NAVARRE.

Jacques Campeau, captain of militia at Detroit, having returned to me this instrument of writing, saying that he did not want it, I declare that I abjure any other writing which might have a different sense from what is inserted in the above, and other parts; and I am ready to make oath on the Holy Evangelists of the truth of the contents, having never had any other intention than to explain myself, in conformity to what is above written.

At Detroit, the 2d June, 1770.

NAVARRE.

Personally appeared before the honorable Thomas Bruce, major of the second battalion of the sixtieth regiment, commandant at Detroit, Robert Navarre, ancient receiver of the domain at the said place, who has made oath on the Holy Evangelists of the truth of the contents above, and of other parts. Detroit, the 2d June, 1770.

T. BRUCE, *Major 60th Regiment,*
Commanding at Detroit.

No. 8.

DETROIT, December 16th, 1805.

SIR:

The people of this district having, through the medium of a committee appointed by them, addressed the President of the United States, to recommend to the consideration of Congress an alteration of the law on the subject of land claims, the commissioners conceived it altogether likely that Congress would take up the business during their present session, and, therefore, unwilling also that the grand object of the petitioners should be impeded, merely for the want of the necessary information from those who were appointed to investigate the claims of lands in this district, and anxious that the subject should be fully and fairly before you, they formed their report of the 1st instant, which will discover to you truly the nature and situation of every description of claim in the country. And unless it is the intention of Congress to examine each individual claim, and to decide thereon according to its own intrinsic merit, the partial report referred to will, we believe, afford them as much useful information as the final one possibly could.

We have, since the date of our last communication, made such great progress in the examination of claims, that we are induced to think it highly probable we shall get through sooner than we then imagined. But the immensity of writing which is absolutely necessary to be performed forbids us to hope that the final report will reach you time enough to enable Congress to act thereon during their present session. Every thing, however, will be done to complete and forward it as soon as possible.

We have been obliged to appoint an interpreter of the French language; I have become liable for a compensation for his services. It was utterly impossible for us to proceed with correctness without such a person, as the greater portion of the witnesses, who are brought before us, are Canadians, and speak the French language only. If this act receives your approbation, I hope you will have an appropriation made to defray the expense attending it.

Should the people of this district succeed in their wishes for the establishment of a new Board of Commissioners, with an extension of powers for the final adjustment of their claims, it may, perhaps, be well to authorize the commissioners to appoint an assistant clerk, in case they should find it essential for the acceleration and speedy completion of the business which may be laid before them. Additional translating will then, no doubt, be required.

We have not been able to form an estimate of the exact quantity of land claimed in this district by persons who rely principally on the humane benevolence of Congress for an affirmation of their claims. I believe, however, from a rough calculation which I have made, that it will not exceed one hundred and fifty thousand acres. The quantity for which there are legal titles, including the grants of the Governor and the Intendant of New France and Louisiana, for which a brevet of confirmation was never obtained; the grants of Bellestre and other French subaltern military officers, with Hog island, granted by authority of the British Government, will not comprehend more than seven thousand arpents superficial measure.

At least one hundred and fifty thousand acres are claimed by non-resident British subjects, who cannot, from the most liberal construction of Jay's treaty of which it is susceptible, demand a confirmation of their claims; a part of which, however, is included in the first estimate, and consists of about forty small tracts, which are somewhat improved, and have been settled and actually cultivated, some for ten or twenty and others for thirty years. The residue consists of large tracts of two, four, five, ten, twenty, and thirty thousand acres, not at all, or very partially improved, except a tract of thirty-three thousand acres, called the Pinery, claimed by Meldrum and Park, on different parts of which are erected a dwelling-house, two saw-mills, and one grist-mill, and a few acres have been enclosed and cultivated. Two salt springs are included in the claims for two of those large tracts.

All those claims are founded on Indian grants merely, and the greater part of the lands are situated without the boundaries of the tract conceded to the United States by the Indians, who are parties to the treaty of Greenville. There are settlements on the river Detroit, thirty, forty, and fifty years old, for which there are no legal titles, particularly those which were made on the lands granted by Bellestre, as well as some on lands granted by the Indians.

The claims for fifty and one hundred thousand acres are hardly worth mentioning: for the claimants themselves have little idea of receiving the sanction of Government for the illicit purchases from the Indians.

The claims which the people are in hopes of having confirmed are for small tracts of two, three, four, and six hundred acres actually settled, and part of each under cultivation, with buildings and fences erected thereon. The farms in this country are all laid out in the forms of parallelograms; some are forty or eighty, and others one hundred or one hundred and twenty arpents in depth, by two, three, four, or six wide.

The greater part of the claimants would, I believe, be satisfied if they could get the usual width, with the depth of forty or sixty arpents; so that less than one hundred and fifty thousand acres would satisfy all reasonable claims.

This communication is made with the knowledge and entire concurrence of the other commissioner, Judge Bates.

I have the honor to be, with much esteem, sir, your obedient servant,

GEORGE HOFFMAN.

The Hon. A. GALLATIN, Esq. *Secretary of the Treasury, &c.*

No. 9.

To the Chiefs of the Pattawatamies, and Chippewas, and Ottowas.

MY SONS:

I send you this by Nangg, who has been here to pay me a visit. It gave me great pleasure to see him; but it was little we could say to each other, because there was not any body here that could well speak your language.

I was able to learn from him, my sons, that you have been, and still are, anxious to see me. It was my design to have met you when your goods were delivered; but they were so late in coming that it is now out of my power, as our annual council is now sitting, and I cannot leave it, but I will send some persons in my place on whom you may depend.

Believe me, my sons, I wish well, as they do themselves, to all my red children; and the President of the United States will continue to love them, and do them good: but there are people that make you uneasy; they love nobody but themselves, and because some of them have prevailed on individuals amongst you to make grants of lands to them, contrary to our laws, and to all your former practice, that are not approved of, they give you no rest, but are always saying some disagreeable things or other to you. I tell you, and I tell the truth, that it is for your interest the United States do not approve those grants of land. Only consider a little; if every one of you, of yourselves, without the consent of the nation, may give away the lands that belong to you all, and, at times, when perhaps you have been made drunk on purpose, what will become of your wives and children?

Do you not see that it is to prevent your being cheated by bad men, who, if they can get your lands, do not care if you were all to perish with hunger, that the United States will not allow of their people to buy them, but at a public treaty with the nation, when you are all sober, and know that you are not wronged, nor wronging yourselves? If those private sales were countenanced, must not war be the certain consequence when you found your lands gone, and that you have got nothing of value for them? You would kill some of the people who lived upon them, who had, perhaps, no hand in cheating you; some of you would be killed in return, and all the mischiefs of war would follow.

As to the Canadians, my sons, who are living on lands which you have given to them, you need not be uneasy about them, neither need they be uneasy about the land. The United States will not take their farms from them; but they will not allow any of their people to be buying from you, in a private manner, the lands which are to support you, and your families, and your children after you, by thousands of acres, and cheating you in the price at the same time.

I find it to be your wish that some person may be appointed at Detroit, to whom you may speak occasionally. Such agents can be appointed by the President only; and when he knows how much you wish for one, I do not doubt that one on whom you may depend will be appointed.

It is a great satisfaction to me, my children, that there is a peace between you and us; I am sure it is best for both that it should continue forever. On our parts, nothing will be done to weaken it. But I know there have been people amongst you stirring you to take up the hatchet on account of the French. I do not believe that you will listen to them, because you will see the consequences; and if they should succeed in misleading you, the whole burthen must fall upon yourselves, for they cannot help you. The English will not, and the Spaniards are too far off to help you, and too weak to do it if they were willing. Drive, then, those persons away; they are your worst enemies, whatever they may say. On the friendship of your American brothers, who sprung out of the same soil with yourselves, you may safely depend. This is from your friend and father.

ARTHUR ST. CLAIR.

CINCINNATI, 3d October, 1799.

I certify that I have compared the within address with the original, in the handwriting of the Governor of this territory, commencing with "To" and ending with "father," and that it is a correct copy. Given under my hand and seal, at Detroit, in the county of Wayne, the 18th of May, 1800.

MATTHEW ERNEST, J. P. [L. s.]

No. 10

WASHINGTON, March 12, 1806.

I return to the Chairman of the Committee on the Territory of Michigan the letter of the Secretary of the Treasury, and the report of the commissioners for investigating the titles of land, with the several documents accompanying them.

I have carefully compared the information contained in these papers with that conveyed in the letters to the Secretary of the Treasury of the 4th and 17th of January. I do not find any contradiction. As the facts on which those letters are grounded were obtained from sources entirely distinct, without the least intercommunication with the gentlemen who have rendered the report, I consider the one as strongly corroborative of the other; and I presume every material circumstance is now so fully in the possession of the committee, as to preclude the possibility of any essential error, in point of fact, in the arrangement which the committee may find advisable.

From the sentiments of the committee, which you have done me the honor to communicate, I find that the important question now remaining to be decided is no less than this: *whether any of the settlers, subsequent to the 30th day of November, 1782, shall obtain titles?*

The number of settlers up to that period, may be stated at *two hundred seventy-one*; the number of settlers subsequent to that period, may be stated at *two hundred seventy-one*.

As thus more than *three-fifths of all the settlers will be excluded*, if that question should be decided in the negative, I consider the fate of the country, and its future happiness and tranquillity, as turning on the decision which will be now made; and, as the last service which it may be in my power to render, I shall proceed, sir, to submit to the view of the committee those considerations which I conceive ought to operate in favor of sanctioning, at least in some degree of extent, all settlements made prior to the 30th day of June, 1805. It may not be entirely superfluous to premise, that those who have been charged with the administration of this territory, sensible how much the dignity of a Government is liable to be affected by the conduct of its officers, have suffered themselves to have no personal concern in the pretensions of the inhabitants.

Previous to the era last mentioned, the state of the country was such as is unnecessary to describe; it is sufficient to say, it was every thing else than a regular administration of Government. For a considerable period after the peace of 1783, Great Britain retained possession of this territory. After the United States of America obtained possession, it was too remote from the seat of any of their territorial Governments, and the communication too intercepted by a wilderness of savages in every direction, to enable its concerns to be well understood, or the laws to be duly enforced.

I assume it as a point, respecting which not a doubt need to be entertained, that, after the period last referred to, not a single settlement will ever be made on public lands within the limits of this territory. The United States have now a Governor on the spot, who has well impressed a sense of this, as a fixed determination on the part of the General Government, which will be rigorously enforced by the local Government. As soon as any information reaches the seat of Government, of any the least encroachment on public property in any part of the territory, a corps of cavalry, in each extremity of it, are prepared, at an hour's notice, to proceed to the removal of the offender; and, if any should be so hardy as to make resistance, two brigades of infantry are ready to follow, to support the execution of the laws.

There are cases in the history of nations, in which a wise Government will cover with the shroud of oblivion that which is past, and place the hand of rigor only on that which is to come; and this, sir, is one of those cases. In order to appreciate more correctly the policy which it is the interest of the United States to pursue, it will be sufficient only to take a rapid glance of the policy pursued by other Governments, to avoid their errors, (for errors they have unquestionably committed,) and to imitate their conduct in those instances where it has been liberal and judicious.

It is a fact, I presume well known, that the French settlements on the continent of North America are older than those of the English. The first effectual settlement of the latter dates from that of Jamestown, in Virginia, in the year 1607; the second from that of Plymouth, in Massachusetts, in the year 1620. In the year 1605, Port Royal, in Acadie, since become Nova Scotia, was built by the French. Previous to that period, the settlement of Canada had been effected; a Governor was appointed as early as 1540, and in 1608 the foundation of Quebec was laid.

Notwithstanding this priority, in the war of 1756, the relative strength of the two nations, and the superiority of the English, became very conspicuous. The English population exceeded that of the French in the proportion of fifty to one; and their superiority in wealth and resources was still more decided. No plan could have been better judged, or more spiritedly pursued, than that of the French, while that storm was gathering. They had conceived the bold project of connecting their settlements by a chain of fortifications from the mouth of the St. Lawrence to that of the Mississippi; and, by tightening it on the back of the British possessions, to reduce them to the smallest possible limits. The western parts of New York and Pennsylvania, the State of Ohio, and the territory of Michigan, still exhibit the monuments of their labors. But what can the best conceived designs avail against a defect of physical force? Agriculture is the only sure basis on which to support a distant settlement, and the English soon discovered the necessity of application to it. The French, relying on the military ardor of their nation, and neglecting those minute causes from which the sources of all permanent pre-eminence must be derived, gave scarcely the least encouragement to agriculture.

As an example of their policy, I will only refer you, sir, to the earlier claims which appear on the files of the committee. The first is the grant of the nobleman De la Mothe Cadillac to an inhabitant of Detroit, François Fafard de Lorme, in the year 1707; the conditions of which are nearly similar to that of the Marquis de Beauharnois, Governor and Lieutenant General of New France and Louisiana, to St. Aubin, which is the next on the file. That of De la Mothe conveys two arpents of front, by twenty of depth, about thirty-two American acres, for a colonist and his family in an American wilderness. But what are the conditions of these grants contrasted with an American estate in fee simple? They are no less than these: 1. To pay a reserved rent of fifteen livres a year to the Crown forever. 2. To begin to clear and improve the concession within three months from the date of the grant. 3. All of the timber is reserved to the Crown, whenever it may be wanted for the fortifications, or for the construction of boats, or other vessels; that is to say, when reduced to plain language, it may be taken at the pleasure of any military officer who may happen to have the command of the country. 4. The property of all mines and minerals, if any be found, does not pass by the grant. 5. The privilege of hunting hares, rabbits, partridges, and pheasants, does not pass. 6. The grantee is to come and carry, plant, or help to plant, a long maypole before the door of the principal manor house, on the first day of May in every year. 7. All the grains of the grantee are to be carried to the *moulin bannal*, or mill of the manor, to be ground, paying the tolls sanctioned by the *coutume de Paris*. 8. On every sale of the land a species of duty is to be paid, termed the *lods et vente*, which, in the English law, might bear the name of a *fine of alienation*, but is more intelligible to an American ear under the appellation of a *tax on the sale of the land*. This tax, by the *coutume de Paris*, forms no inconsiderable proportion of the value of the whole. 9. Previous to a sale, the grantee is to give information to the Government, and if the Government is willing to take it at the price offered to him, it is to have it. 10. The grantees cannot mortgage it without the consent of the Government previously obtained. 11. For ten years the grantee is not permitted to work, or cause any person to work, directly or indirectly, at the profession and trade of a blacksmith, locksmith, armorer, or brewer. 12. All effects and articles of merchandise sent to, or brought from, Montreal, must be sold by the grantee himself, or other person who, with his family, is a French resident, and not by *engagés*, or clerks, or foreigners, or strangers. 13. The grantee is not to sell to a foreigner, without special permission. 14. If he sells to a foreigner, with permission, the rent reserved is greatly increased; and the duties of the *coutume*, in such cases, are to be paid. 15. He is not to sell or trade brandy to Indians, on pain of confiscation. 16. The public charges and servitudes, and royal and seigniorial rights of the *coutume de Paris*, are reserved generally. 17. The grantee is to suffer on his land the roads which may be thought necessary for the public utility. 18. The grantee is to make his fences as it shall be regulated. 19. He is to assist in making his neighbor's fences when called upon. 20. He is to cause his land to be *alincated*, that is, surveyed, at his expense. 21. He is to obtain a brevet of confirmation from Europe within two years.

With a system of policy so narrow and illiberal, it was impossible for France to raise in her settlements a strong agricultural interest, alike the support of colonies in peace, and their defence in war. Independent of their great superiority in point of policy, the English possessed no inferiority in spirit and in judgment. The councils of that nation, guided by the capacious and illumined mind of a Chatham, and her arms conducted by the valor of an Amherst and a Wolfe, her triumphs were complete, both on the land and the ocean; and the war of 1756 terminated in gathering into her hands the fruits of all the labors of her rivals. The effects of her policy, in making agriculture the basis of political prosperity, have not yet ceased; they will never cease. After her settlements had been erected into an independent nation, the short period of twenty years has placed that nation in circumstances so unlooked for, that it now claims to be ranked among the four first Powers of the world. In respect of physical strength, extent of dominion, maritime resources, and that energy which is the result of moral causes, France, Great Britain, Russia, and the United States of America may be regarded as those nations who are likely to lead, for the future, the councils and affairs of the civilized world. The first of these Powers owns not a foot of that soil they once possessed in North America. The two other Powers have both settlements, which are growing into consequence; and, with Spain and the United States, form the four nations who are co-proprietors of this continent, and with respect to whom it is peculiarly incumbent on our country to be the first in liberal and judicious policy.

In the territory of Michigan, the policy of Great Britain was not better than that of France. During the twenty years this territory belonged to her, she withheld all grants of land. While they were her subjects, the Canadians here were obliged either to renounce the civilized state, by an association with the natives, to enter into the pursuit of an insignificant commerce with them, ruinous to morality, and retarding political growth, or otherwise to take possession of lands without authority, and thus procure subsistence for themselves and their families. It was in vain that, after the treaty of 1783, she repented of her dereliction of this peninsula, and was disposed, by force, to wrest it from the United States. Though stimulated by the folly and the malice of a Simcoe, she, in her turn, came to experience, like France, that the energy of an officer is of no effect without that physical force which is derived only from an extensive and flourishing state of agriculture. The victory of Wayne, and the treaty of '94, closed the door of her hopes and her prospects.

Since this period, she has fully perceived, and has as fully corrected, her error. While the American side of these settlements has been languishing under the neglect of the nation, Great Britain has completely adjusted the affairs of her own side, and is extending her settlements with a rapidity and judgment that already emulates, if it does not exceed, the United States. She has relieved her subjects of all burthens whatever from the mother country. She supports all the expenses of a well organized civil Government. She has even given political liberty, as far as it is possible for a colony to possess it. Her provincial Parliament is a respectable and intelligent Legislature, elected on the representative principle; and so attractive has her policy become, that a considerable portion of Americans enter into the composition of that body, and participate in the direction of her councils. With respect to the titles of land, she has investigated and ascertained the claim of every individual inhabitant, according validity to the slightest pretensions. When ascertained, she has bestowed at once a duplication of it as a bounty. To every person who had no previous pretensions, or who may, in future, be attracted to the country, she gives two hundred

acres of land without price. Whatever the prejudices of Americans may be, the difference in point of soil, or in other matters, is not so much in their favor as alone to enable them to sustain a successful competition against such liberality. It is to these contrasts our country ought to look. Advancing with a rapid and steady march to the sublimest of destinies, to arrest its career, to snatch from the humble Canadian his little enjoyments, would be an act unworthy the American nation; it would be to treat with unmerited harshness a virtuous citizen, and to inflict a wound on its own prosperity. Rather ought it to invite, by a liberal donation, a body of New England settlers into these regions; and then that hardy valor which contended with Great Britain along the Atlantic and the St. Lawrence, to the plains of Saratoga, will again meet her, in another age, beyond the coasts of Lake Superior, and on the shores of the Pacific.

Though it is more than twenty years since the right of the United States to the territory of Michigan was acquired, though twelve years have elapsed since the possession under that right has been made secure, and though the actual possession is of ten years' duration, yet there exists at this day, in a country nearly a century and a half old, and nearly a quarter of a century the property of the United States, only *eight legal titles to land*, and those still wearing the fetters of antiquated despotism. In all this period the old titles have not been adjusted, no channels have been afforded of acquiring new, and the evil of unauthorized encroachments has been accumulating with time.

Under these circumstances, caustical acuteness might find arguments in abundance to urge to the poor Canadian, to convince him that he has no legal title, that his claim is defective in courts, will sustain no ejection, is unsanctioned by the will of the nation, and involves a principle which, carried to extent, would dry the streams by which so much wealth is now pouring into the coffers of the United States. He has no knowledge of those legal formalities which you tell him constitute title; your action of ejection is a mystery his understanding rejects an acquaintance with; your interests and your policy are subjects he does not pretend to comprehend. This only he knows, *that he comes to you as an humble cultivator of the earth, and not as an unprincipled speculator, to place a rapacious hand on a share of your treasures.*

He will not argue with you on your laws, or your forms, or your systems of policy and government. He looks only for that pittance of soil, on which, perhaps, he drew his breath, and which he has embellished and fertilized by a course of labors, which he knows to be honest, whatever irregularity you may be pleased to attach to it. He cannot be intimidated by a fear of your rigor; he cannot be tempted, by the allurements of money, to part with the hopes of himself and his family. Tell him that you are about to dispossess him! He folds his arms, and, with a pious resignation, commits the event to his God. Amidst the collisions of nations, the incessant din of arms, the mighty tide of revolutions, he has lost a country to love, and by which to be loved in return; and, cast among strangers to his language, his jurisprudence, and religion, he asks only a small and obscure spot upon the earth, on which to spend, in peace, the fleeting transit of his existence. Deprive him of this, he will raise no arm of resistance; he will utter no imprecation of disappointment; he will withdraw himself, with an unchanged temper, from your laws and your dominions, and will seek again, *under the banner of a monarchy, that mercy which has been denied him in the bosom of a republic.*

Adverting with a strict eye to precedent, and reposing on the principle that it is not the business of the representatives of the United States to give away the resources of their constituents in *charities and donations*, the committee appear disposed to restrain, what would otherwise be their inclination, to very narrow limits.

In a Government of which the principles and practice are, perhaps, without example, to tie itself to precedent, is to shut out the light of reason and experience. There is no case in our history which is strictly a precedent of this. That which resembles it most, is presented in the arrangements made between the Government and individuals in that state of things which resulted from the treaty of San Lorenzo el Real. In two features, this case differs from the present. The settlements made, though within foreign jurisdiction, were chiefly by American characters; and shortly after the Government obtained possession, it turned its attention to the subject, so that the evil of unauthorized encroachments was not allowed to go on increasing for such a length of time.

The policy of the Government, in this case, was to allow a pre-emptive right to six hundred and forty acres. Whether the result of this policy has been such as to recommend it, is questionable.

The rule of our Government, in that system which regulates the disposition of their lands, is to make two dollars for an acre the minimum price, to require a small portion of the price immediately, another larger portion a short time after, and the remainder at the end of successive years; but, by a regulation which is perhaps stamped with an aspect of unjust cupidity, entirely at variance with those mild and equitable principles which generally characterize our laws, and which is, probably, practised by few civilized nations but our own, if the ulterior payments should fail to be made, the whole of the land is lost; and, if no bidder appears, all the previous payments are forfeited to the Government; whereas, equity, the least moderate, would either allow the purchaser the proportion he had paid for, or return him his money without interest.

Where the privilege of pre-emption has been accorded, many have been unable to avail themselves of it. Many, having made payments, finding themselves unable to complete the purchase, have been obliged to abandon their improvements, with the moneys they had paid, and were thus plunged into greater distress by the very remedy intended to afford them relief. Pre-emptive rights have generally benefited the speculator more than the settler.

If a similar privilege is adopted in this case, the poor Canadian, unable to command the sum of thirteen hundred dollars, will not make the attempt to avail himself of the benefit; and if many should even make the attempt, some, after making it, would fail to effect it, and the result, both as to them and as to the Government, would be far less favorable than the *absolute* donation of a smaller quantity, with no incumbrance.

If the case referred to should be resorted to for a rule, not only ought the confirmation to come down to the first day of June, 1796, but the quantity to be six hundred and forty acres without price, and a pre-emptive right from that day to the present for the remainder—terms which are certainly more favorable to the Canadian than he has yet pretended to ask.

The propriety of donations for those objects of policy which the nation may deem worthy its attention, is best gathered from its own sense of it, in the exercise of the power. I will enumerate the cases of this description, that they may undergo a comparison with the present case.

1. A donation of four hundred acres to every head of a family at Vincennes.
2. A donation of four hundred acres to every head of a family on the north part of the Mississippi.
3. A donation of one hundred and fifty acres to the Piankeshaw Indians.
4. The use of six thousand acres to different villages, as commons, which will probably fall to the towns in which they are situated.
5. A donation of one hundred acres to every person coming into the territory, and entering into the militia, whether of the age of twenty-one years or not.
6. A grant of four hundred acres to every person who had improved and cultivated in the vicinity of the north part of the Mississippi, under *supposed* grants of commandants, *claiming* authority to make such grants.
7. A donation to the Kaskaskia Indians.
8. A donation of land which had been occupied by priests at Kahokia.
9. A similar grant of lands occupied by the Jesuits at Kaskaskia.
10. *One hundred thousand acres* as a bounty to settlers within the State of Ohio, of the age of eighteen years and upwards, by the act of April 21, 1792.
11. A donation of twenty-four thousand acres to a modern French emigration, whose first place of settlement was termed Gallipolis.
12. A donation of twenty-three thousand and forty acres for a seminary of learning in the State of Ohio, by the act of May 5, 1792.
13. A location of one thousand nine hundred and forty acres on the Muskingum, Hockhocking, and Scioto rivers, on returning warrants of military bounties of that number of acres, for opening a road in the State of Ohio.
14. A donation of twelve thousand acres to the Moravian missionaries, for the propagation of the Gospel among the Indians.

15. A donation of one thirty-sixth part of all the United States' lands in its limits to the State of Ohio, for literary purposes.

16. A grant of twenty-four thousand three hundred and twenty acres, including three distinct salt works, to the State of Ohio, to the use of its Government, on condition of lands sold by the United States after the 30th of June, 1802, being exempt from taxes for five years from the sale.

17. An application of one-twentieth part of all the future proceeds of lands sold by the United States within the State of Ohio, to the purpose of making roads into the said State to communicate with the Atlantic.

18. Pre-emptive rights to owners of mills.

19. A privilege equivalent to pre-emption, and a credit of twelve years, with no interest, to cultivators of the vine.

20. Six thousand dollars for roads, by the act of May 1, 1802.

21. An equivalent to one thirty-sixth part of all the land disposed of by the United States in the State of Ohio, anterior to the erection of the State, including even the lands which had been given as bounties.

22. A donation of one thirty-third part of all the proceeds of lands sold by the United States within the State of Ohio, to the disposal of the Government of the State of Ohio, *for roads within the same*, in addition to the former twentieth, for roads into the said State to communicate with the Atlantic.

23. A donation of two town lots, one out-lot of thirty acres, and a tract of twenty-three thousand and forty acres to Jefferson college.

Thus the committee will perceive that but a small proportion of the liberality shown to others can ever be expected by this territory. What has been hitherto asked is only that which the people of the country had acquired, in a political capacity, before the United States had obtained any rights, and which, therefore, fell into the hands of this Government without cost. It was acquired by the *people* of the country, not by their *Government*. Their blood was expended in fighting for it; and *their* resources in buying that savage good will which could alone preserve it. The American treaty of fort M'Intosh only identified that which was before indefinite, and which was certainly defined much less to the advantage of the people of this country, than if they had themselves negotiated it under their then Government: for, at the very period of the treaty, the Canadian settlements had extended much beyond the boundaries expressed, and the natives had retired to a great distance from them, with only one small exception. In the system which would generally be pursued, some donations would be made; and on an occasion of calamity and distress, to advance and concentrate some of them, would be desirable. The principle of a thirty-sixth part, which has become general, and will, of course, apply to the territory hereafter, with a particular tract of six miles, has been made to have, as has been seen, a retroactive operation in former instances, independent of the immense aids otherwise bestowed.

From the complexion of some former statutes for the investigation of the titles, it would appear to be intended that Congress should take up and consider each individual case on the facts of it as reported; and, where they may decide in its favor, to include it in a general act, naming the persons and the quantities, and the surveys to be afterwards made. Insurmountable obstacles would oppose the prosecution of that idea. With respect to eight claims, the committee will perceive that it might not have been impossible. Perhaps, by further labor, fifteen more might have been settled; but, for the National Legislature, aided by the most exact lights, to have settled the whole, and to have done it so as at once to give satisfaction to the country, and render justice to the Government, would have been impossible. Great are always the difficulties of exercising the judgment on matters at a distance, with which the mind is not familiar; greater are those difficulties, where foreign manners, language, and customs give a tinge to every transaction, which the powers of translation prove sometimes inadequate to describe. Where one body of men is to *investigate*, and another to *decide*, the former, ignorant of the principles which will govern the latter, may supply a multitude of unimportant facts, and premit some fact, which, if the principles of decision had been known, would have proved highly important. Where equitable considerations attach themselves to the investigation of a claim, evanescent circumstances, insusceptible of being communicated or apprehended at a distance, often enter into the elements of a correct decision. Nothing is more capable than a subject of this kind of being made to appear very straight and clear upon paper, and to produce inextricable confusion when applied to the ground. The same surveyor, with the same instruments, cannot measure a tract of land so as to be upon the ground what it appears by paper, at every repetition; much less could he measure a compact body of settlements, of thirty or forty miles, actually inhabited and under cultivation, preserving them contiguous, and so as to give to every claimant a quantity expressed in a statute, without throwing their lines, as existing on the ground, into the utmost confusion. In an unsettled waste, the case would be different; but, even then, when the settlements become contiguous, few Governments have been capable of acting with that penetration which subjects not the people to long and ruinous controversies. In cases like the present, experience has taught, and reason confirms her precept, that the powers to investigate and to decide, to be correct, must be contemporaneous; and that the titles of land, to be exempt from dubious litigation, must be founded on surveys, in which the ground is not too strictly regulated by anticipated provisions, and in decisions rendered on a view of the whole subject, where every circumstance is admitted to a clear and forcible operation.

I have the honor to be, sir, with the greatest respect, your obedient servant,

A. B. WOODWARD.

The Honorable JOHN G. JACKSON,

Chairman of the Committee of the House of Representatives on the territory of Michigan.

9th CONGRESS.]

No. 127.

[1st Session.]

APPLICATION OF PURCHASERS OF PUBLIC LANDS FOR AN EXTENSION OF CREDIT.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, MARCH 22, 1806.

MR. JOHN RANDOLPH, from the Committee of Ways and Means, to whom were referred sundry petitions of purchasers of public lands within the State of Ohio and Indiana territory, made the following report:

That the public lands form a great and increasing source of revenue, although the moneys accruing from their sale cannot be considered in the nature of a tax. Your committee can discover no principle that will justify the extension of a further credit to purchasers who have received a fair equivalent (rapidly increasing in value) for the sums which they have stipulated to pay, that would not more forcibly warrant a similar extension of credit on custom-house bonds, and other debts due to the public; and they dread (if the present wise and salutary provisions relating to the sale of public lands be once relaxed) lest that important branch of our public resources should be altogether dried up and lost. They, therefore, respectfully recommend the following resolution:

Resolved, That the petitions of "certain actual settlers on lands sold by Congress as pre-emption lands, lying between the Miamies, in the State of Ohio," and of sundry other purchasers of public lands in the State of Ohio and territory of Indiana, is unreasonable, and ought not to be granted.

9th CONGRESS.]

No. 128.

[1st Session.]

MILITARY LAND WARRANTS.

COMMUNICATED TO THE SENATE, THE 28th of MARCH, 1806.

WAR DEPARTMENT, *March 29, 1806.*

SIR: I have now the honor to reply to your letter of the 26th instant, written by direction of the committee of the Senate, to whom was referred a bill from the House of Representatives in relation to the issuing of land warrants.

From the numerous applications which have been made for land warrants since the destruction of the War Office in the year 1800, three hundred and forty have been satisfactorily substantiated; of this number, one hundred and twenty-seven remain to be issued.

Since the first of April last, ninety applications have been made for warrants; of which number, probably about sixty will appear to be well founded, and will form the subject of a report to Congress during its present session, should not the law now in contemplation supersede the necessity.

I cannot for a moment hesitate in giving my opinion, that the principles of justice and good faith entitle those applicants who have exhibited well supported claims, though not formally decided on, to a fulfilment of the contract on the part of the United States.

I am, sir, with respectful consideration, your obedient servant,

H. DEARBORN.

The Hon. THOMAS WORTHINGTON, *Chairman.*

9th CONGRESS.]

No. 129.

[1st Session.]

CLAIMS IN THE DISTRICTS OF VINCENNES AND KASKASKIA, AND THE LOCATION OF CERTAIN GRANTS.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, APRIL 5, 1806.

TREASURY DEPARTMENT, *April 3, 1806.*

SIR: I have the honor to enclose the copy of a letter received from the land commissioners for the district of Kaskaskia. The claims laid before the commissioners of Vincennes are also very numerous, and some of them of great magnitude. It is, therefore, believed that, as they will be employed at both places much longer than had been expected, some additional compensation may be necessary. I have, at the same time, every reason to believe that the business will be completed before next winter, and that the lands found vacant may be offered for sale in October or November next.

A difficulty, however, occurs, which may impede the sales. Several grants had been made by former resolutions and acts of Congress for settlement or head rights, and also to persons called on militia service. A number had been ascertained and located, and patents issued by the former territorial Governors, but many remain yet to be located. Although it had been clearly provided that those grants should be laid out in certain tracts of country, to be laid out by the Governors, the holders of those which remain unlocated seem to think that, in cases where those tracts of country have not been thus laid out, or are not sufficiently large to satisfy all the claims, they have a right to locate any where, even on portions of country to which the Indian title was not extinguished till very lately. As that pretension does not appear just, and would be injurious to the public, unless early discountenanced, and as a provision seems at all events necessary, permit me to suggest the propriety of authorizing the commissioners to lay out proper tracts of country for that purpose, where it may be necessary, so that the remaining lands may be cleared from all claims, and offered for sale next autumn.

I have the honor to be, respectfully, sir, your obedient servant,

ALBERT GALLATIN.

Honorable ANDREW GREGG, *Chairman, &c. in Congress.*

SIR:

KASKASKIA, *February 24, 1806.*

We feel it to be a duty, both to the Government and ourselves, to inform you that it is impossible for this Board to make its return during this session of Congress.

We are now confident it will be as much as we can do to complete our business by the close of next summer.

It would be trifling, sir, to observe that we have more business to do than either of the other two Boards established on the northwest of the Ohio, since we have much more than both. The number of claims thrown in upon us, in consequence of the extension of the time of entering with the Register, by the law of last session, is enormous. From the character of the witnesses, and the complexion of the evidence adduced in support of a very great number of these claims, we are obliged to proceed in our examination of them with much slowness and caution; the public interest imperiously requires that we should do so; and we flatter ourselves, sir, that, in the result, you will discover that no inconsiderable quantity of land has been saved to the United States, by a careful and anxious scrutiny into those claims which, on a first examination, appeared to have been well supported.

Under these circumstances, sir, and knowing, as the Government must, from the representations of others, that the expenses of living are not trifling in this country, we persuade ourselves that Congress will make to this Board a further allowance for our support during the time in which we must necessarily be employed in this very laborious business. As no person has yet arrived authorized to survey the lands claimed by individuals, and as no surveys which can at all be depended on have been made, except the inconsiderable quantity of land confirmed by the Governor, it will necessarily happen that many of the claims affirmed by us will be found to clash with respect to their boundaries as returned to this Board, in plats of private survey. Could not the surveyor be empowered to settle these disputes on the spot at his discretion, or under the direction of this Board?

There is a class of claims which have been presented to this Board by the inhabitants of *Pioria*, (a village on the northern side of the Illinois river.) The Governors, we perceive, have acted on some of them; but have we this authority? We have thought not; that country being without the limits fixed by the treaty with the Kaskaskia tribe of Indians.

In passing over those claims which have been confirmed by the Governors, as we have traced up the claimants' right no further than the confirmation, so we have not traced down the line of assignments, and subsequent con-

veyances, and affirmed to the *present* claimant, being the assignee of the person to whom the confirmation *was* made by the Governor; thinking that this confirmation was always followed by the issuing a patent to the Governors confirmed, and that this patent being recorded as a starting point of title, the territorial laws might provide rules to regulate subsequent conveyances; but, from a perusal of a copy of the Governor's records, sent us in November last, we find many instances where confirmation has taken place, and no patent (if we can believe claimants) has issued. What is to be done in such a case? For us to trace a claim thus confirmed, down through its various subdivisions, (as it often happens that there are such) and confirm its several parts to the several assignees who apply to us, would seem to be endless. And, if we do not do so, how is the holder of such right to be supplied with evidence of title, public, legal, and capable of being recorded in the country where the land lies? Will the United States issue patents where the Governors have not? But it is impossible for us to discover where patents have or have not issued; the records sent us are silent; and a claimant before us may choose, in certain cases, to rest his claim on the record of a *vague* confirmation, and withhold his patent, which may be more definite. The issuing of patents by the United States, in all cases, would seem to be recommended by the following facts: 1st, That many of these patented grants (it is believed) will be found to clash. 2d, That one-half of the patents we have seen are so vague in their descriptions, that they may as well be taken to cover one tract of land as another.

In your late communications you seem to have supposed that all confirmed *militia rights* were located within a certain tract set apart for that purpose. It is not so in this district. The Governor has permitted single rights of this description to be located adjoining other confirmed lands, or on lands where there was a mill-seat, or any where, provided the holder or holders would lay five of them together.

Donation rights (to heads of families) are by the law of 20th June, 1788, directed to be located within certain parallelograms by that law described. It is now pretty clear that this mode of location is impracticable, most of the Mississippi bottom being covered by ancient grants, and some of those rights being already located by the Governor's permission on mill-seats, &c.

As these rights were to have been located on the prime lands in the country, viz. the river bottom, the holders will not think it justice, after waiting twenty years, to be pushed back, and obliged to take their several portions of land under former regulations; nor, perhaps, will the United States be willing, without some compensation, to suffer them to take their choice in single tracts of the whole country.

May we suggest that, if a law were to be passed valuing these militia and donation claims, (say at two dollars for each acre they call for) directing this Board to issue certificates on their ultimate confirmation, and permitting the holders of these certificates to purchase public lands with them at this rate, at the auction which is directed to be holden when the lands shall have been surveyed, these claimants would be satisfied, and the public interest would not be likely to suffer; since a competition among so great a number of certificate holders would certainly raise the lands bidden for far above their minimum price.

We are ready to confess, sir, that, on this point, we feel an interest; since by law we are entitled to a commission on the sales. But when it is considered that it would be unreasonable to give to these claimants poor lands for the best, (which they can now claim as a right); that the effect of the measure proposed would be to take some of the best of the public lands out of the cash market; and, of consequence, that we should be injured if we were not allowed our commissions on the sale of them; that the whole advantage arising from their rise at auction above their cash price, owing to the admission of this species of payment, would accrue to the United States. That this measure would, in some degree, be only anticipating the revenues of officers, whose regular salaries (considering the distance they have come from their homes, and their property, and their necessary expenses of living) are very trivial. And, lastly, that the effect of this measure would be an acceleration of the population of so important a point of the Union; and that, in consequence, the residuary lands would soon sell. We persuade ourselves that this circumstance will not be thought an objection to the measure, and that the measure will not be thought an unreasonable one.

We have the honor to be, sir, with sentiments of respect, your most obedient servants,

E. BACCHUS,
MICH. JONES.

P. S. We hope, sir, you will excuse the incorrectness of this communication. It has been written in much haste, and we have not a moment's time to copy it.

9th CONGRESS.]

No. 130.

[1st Session.]

CREDIT ON PUBLIC LANDS.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, APRIL 5, 1806.

Mr. GREGG, from the Committee on Public Lands, to whom was referred a resolution, on the 26th day of March, directing them to inquire into the expediency of repealing all such parts of the several acts providing for the sales of the lands of the United States, as authorize a credit on any part of the purchase money of said lands, made the following report:

The public lands are now sold in sections, half sections, and quarter sections, that is, in lots of six hundred and forty, three hundred and twenty, and one hundred and sixty acres, at not less than two dollars per acre, the purchaser paying one-fourth of the purchase money before he can procure a certificate descriptive of the tract purchased, or be considered as a purchaser; another fourth part in two years, another fourth part in three years, and the remaining fourth part in four years from the time of making the purchase. No interest is charged, if the instalments are punctually paid as they become due; but, in case of failure in punctuality of payment, interest is calculated from the time of sale. If full and complete payment is not made for any tract within one year after the last instalment has become due, such tract is to be sold by the Register of the Land Office, at public vendue, for a price not less than the whole arrears due thereon, with the expense of sale, provided it will sell for so much; but if it will not, then the land is to revert to the United States, and the purchaser forfeits all he may have paid.

By a reference to the report of the Secretary of the Treasury, made on the 10th of December last, it appears that the balance due from purchasers of public lands in the State of Ohio, amounted, exclusively of interest,

On the 1st of October, 1803,	to	1,092,390 dollars.
Do. do. 1804,	to	1,434,212 do.
Do. do. 1805,	to	2,094,305 do.

From this statement, it appears that the debt, in the course of the two last years, has nearly doubled, and it must continue to increase, not only in proportion to the increase of sales, but from an accumulation of arrears, arising from failure in punctuality of payment.

By a letter and statement received from the Secretary of the Treasury, and which are hereunto annexed, and to be considered as part of this report, it appears that there was due on the 1st day of January last, on account of purchases made prior to the 1st day of January, 1801, upwards of two hundred and twenty-nine thousand dollars, which, according to law, must be paid in the course of the present year, or the lands be exposed to sale. This sum, as appears by the Secretary's letter, is due from three hundred and nine persons. Although no sales have yet taken place,

there is no doubt but some must be made, or the lands revert to the United States, if the law is rigidly executed. A very large proportion of the debtors, whose lands are thus to be sold, or to revert, in the course of the present year, are no doubt inhabitants of the State of Ohio. It appears doubtful whether, under these circumstances, an attempt to sell would be attended with success. Judging from what has happened in similar cases in other States, a strong presumption arises that a sale of the lands cannot be effected so as to raise the money. Few men are willing to incur the resentment of their neighbors, by bidding for their property at public vendue, even when other neighbors are the creditors; and, when the public is concerned, scarcely a man will be found hardy enough to do it. The lands will, therefore, in many instances, revert to the Government, encumbered by the occupancy of a tenant, who ought to be evicted before another sale should be made. It might be added, that few strangers would run the risk of bidding for property at a vendue, when the upit interest of the whole neighborhood was opposed to the sale.

Should this, on experience, prove to be the case, and the increase of the number of debtors bear any proportion to the increase of debt, as, under the temptation held out by the present system of credit, it no doubt will, there is reason to apprehend that, in a few years more, there will be serious cause of alarm, not only on account of the debt due, but even for the lands which may remain unsold in that section of the Union. Strongly impressed as the committee are with this opinion, and believing, as they do, for the reasons assigned by the Secretary of the Treasury, in his letter herewith submitted, that, in abolishing the credit given by the present system, and hereafter selling the public lands for ready money only, the actual receipts into the Treasury, from this source, would be very little, if at all, reduced, and the revenue, of course, but little effected, they feel themselves constrained to adopt the opinion that it would be expedient to abolish the present system.

In expressing this opinion, the committee feel some diffidence. The present system was adopted on mature deliberation, and so far has succeeded very well in its operation: but, by the accumulation of debts, the evils which were dreaded now begin to unfold themselves, and certainly wear an unpleasant aspect.

It is not believed that the proposed change of system will operate any serious inconvenience to persons whose circumstances furnish them any prospect of becoming purchasers. The small tracts in which the lands are now offered for sale, place them in the reach of every person who emigrates to that country with a view of purchasing; and, unless the price should be greatly reduced, moneyed capitalists will not be induced to engage in that extensive speculation in land which some years since prevailed so generally in every part of the country, and from which so many mischiefs have resulted.

The committee, on a full consideration of the subject, are induced respectfully to submit the following resolution:

Resolved, That it is expedient to repeal all such parts of the laws respecting the sale of the public lands as authorize a credit on any part of the purchase money.

SIR:

TREASURY DEPARTMENT, *March 28, 1806.*

I had the honor to receive your letter of yesterday, requesting such information as may be connected with the proposition to repeal so much of the existing laws as authorizes a credit on any part of the purchase money of the public lands.

It will be seen, by recurrence to the report made by this Department on the 10th December, 1805, (statements G and C) that the balance due by purchasers of public lands in the State of Ohio, amounted, exclusively of interest, on the 1st of October, 1803, to - - - - - \$1,092,390

1st of October, 1804, to - - - - - 1,434,212

1st of October, 1805, to - - - - - 2,094,303

The debt has, therefore, been increased one million of dollars, or nearly doubled in two years, and it will every year be augmented, not only in proportion to the increase of sales, but also on account of the accumulation of arrears which may not be punctually paid.

It also appears, by the enclosed statement, that the sum due on the 1st of January last for purchases made prior to the year 1802, and which ought to have been completely discharged before the end of the year 1805, is, exclusively of interest, two hundred and seven thousand four hundred and nine dollars and eighty-two cents. The interest due on that sum is estimated at about twenty-two thousand dollars; the number of persons by whom it is due is three hundred and nine; and it is estimated that this sum, including interest which is due by persons who have paid only the first instalment, is - - - - - \$166,000

By persons who have paid the two first instalments, - - - - - 28,000

By persons who have paid the three first instalments, - - - - - 35,000

Making, for principal and interest, as above, - - - - - \$229,000

In every case where those arrears will not be paid at the end of five years from the date of the purchase, (which for the above sum, will be at various dates, but all in the course of this year,) the land will, according to law, be sold, or revert to the United States; but there is little danger of that contingency taking place in cases where the two or three first instalments have already been paid.

I feel no hesitation in repeating the opinion, which was expressed two years ago to a committee of the House, that sales for cash only would, in every respect, be preferable to the present mode.

Although no symptoms of that kind have yet appeared, the accumulation of a debt of two millions of dollars, due by more than two thousand heads of families, and which is every day increasing in amount, and extending to a greater number of persons, may ultimately create, in that section of the Union, a powerful interest, hostile to the Federal Government, and which would endanger both the outstanding debt and the lands unsold.

The revenue will not be affected by the change, for, although a less quantity of lands will be sold, the actual receipts will continue to be in proportion to the existing means of payment; for such is the demand for the public lands, that the sales are limited only by the resources of the inhabitants and emigrants.

Nor is it believed that the measure will ultimately be injurious to the persons who intend to become purchasers. Although some may thereby be prevented from purchasing, the number of actual delinquents shows that the credit allowed often induces individuals to make purchases beyond their means, and is not less prejudicial to themselves than to the public. It must also be observed that, though the nominal price on which lands are sold on credit be two dollars per acre, the cash price, supposing the whole payment to be made at the time of the purchase, is only (on account of the discount of eight per cent. a year on the three last instalments, which is allowed for prompt payment) one dollar and sixty-four cents per acre. A quarter section, containing one hundred and sixty acres, will, therefore, cost only two hundred and sixty-two dollars and forty cents. Prior to the act which authorized the sales of lands in quarter sections, no man could become a purchaser, unless he paid, within three months thereafter, three hundred and twenty dollars, if he had purchased an entire section, and one hundred and sixty dollars, if his purchase was for a half section. This shows that, under the proposed alteration, it will require only one hundred dollars more in hand to become a purchaser, than was necessary under the former system. Should, however, that be considered as a formidable objection, I would think a moderate reduction in the price of lands less injurious than a continuation of the present mode.

I will only add that, if credits shall not be allowed hereafter, some indulgence, in point of time, may be given to those former purchasers, whose lands will otherwise be sold during the course of this year, on account of their not having completed the payments within five years from the time of purchase. Should the present system be continued, a more rigid enforcement of the law will be necessary.

I have the honor to be, respectfully, sir, your obedient servant,

ALBERT GALLATIN.

HON. ANDREW GREGG, *Chairman of the Committee on Public Lands.*

Amount of instalments becoming due for lands purchased of the United States in the year 1801.

No interest is included in the instalments.

OFFICES.	Chillicothe.	Cincinnati.	Steubenville.	Marietta and Zanesville.
Number of Purchasers.	One hundred and twenty-nine.	Seventy-four.	One hundred and three.	Three.
Amount of 2d instalments, -	\$25,157 14	\$14,305 65	\$9,447 83	\$638 65
“ 3d ditto, -	26,607 97	19,105 43	15,943 27	638 65
“ 4th ditto, -	39,399 75	25,739 73	20,467 10	958 65
Total, -	\$91,164 86	\$59,150 81	\$54,858 20	\$2,235 95
Chillicothe, -	-	-	-	\$91,164 86
Cincinnati, -	-	-	-	59,150 81
Steubenville, -	-	-	-	54,858 20
Marietta, &c. -	-	-	-	2,235 95
				<u>\$207,409 82</u>

March 10, 1806.

9th CONGRESS.]

No. 131.

[2d SESSION.]

APPLICATION FOR LAND ON TERMS DIFFERENT FROM THOSE ESTABLISHED BY LAW.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, DECEMBER 8, 1806.

Mr. BOYLE, from the Committee on Public Lands, to whom was referred the petition of sundry inhabitants of Ovid, in the State of New York, made the following report:

The petitioners request that a law may be passed by Congress, granting to them the privilege of purchasing a whole township of land on the White river, or Wabash, in the Indiana territory; that, by their compact settlement thereon, they may be the better enabled to aid each other in the support of schools and religion. The petitioners have not expressly stated their desire to have the privilege of purchasing on more favorable terms than those provided by the existing law for the sale of the public lands; but, as by a compliance with the terms of sale, they may, under the existing laws, purchase an entire township, with the exception of the reserved sections, and it is presumable they are not ignorant of this circumstance, it is to be inferred that their request can be satisfied only by granting to them the land upon other and more favorable terms, than those upon which the public lands are offered for sale.

This is so obviously unreasonable, that the application could only have proceeded from a want of reflection upon the sound principles of policy which have governed the United States in the disposition of their lands. To grant lands upon every application of this kind is utterly incompatible with the general system adopted by Congress, and would tend directly to its total subversion. General uniform terms, of which all may equally avail themselves, is a mode of sale both more equitable as it regards individuals, and less convenient and expensive to the Government, than any other mode that could be devised. And, since we have adopted this system, it ought to be inflexibly pursued, and a departure from it never indulged, only for the purpose of attaining some great object of national utility.

The committee have, therefore, no hesitation in submitting the following resolution:

Resolved, That the prayer of the petitioners ought not to be granted.

9th CONGRESS.]

No. 132.

[2d SESSION.]

LAND CLAIMS IN THE DISTRICT OF VINCENNES.

COMMUNICATED TO CONGRESS, DECEMBER 23, 1806.

SIR:

TREASURY DEPARTMENT, December 20, 1806.

I have the honor, in conformity with the several acts making provision for the disposal of the public lands in the Indiana territory, to enclose the report and transcript of decisions made by the commissioners appointed to examine the claims to land in the district of Vincennes.

These claims may be arranged under three general heads, viz:

1. Claims allowed by Governors, by virtue of former acts of Congress, and which, except in one instance, where the grant appeared to have been surreptitiously obtained, have been considered by the commissioners as already fully confirmed. A list of those claims, arranged according to their nature, will be found in the statements A, B, and C, accompanying the commissioners' report.

On that class of claims two questions may arise: First, whether the rejected claim shall be admitted. Secondly, whether it will be necessary for those who had obtained patents from the territorial Governors to receive patents confirming the same from the President of the United States; for this is believed to be the only instance where final grants of public lands have been issued from any other officer than the President.

2. Claims allowed by the commissioners. These are contained in the transcript of decisions, marked D, required by the act. They are sixty-five in number; none for a quantity of land exceeding four hundred acres, and amount altogether to thirteen thousand nine hundred and fifty acres. It remains for Congress to determine whether the decisions thus made by the commissioners in favor of the claimants shall be confirmed.

3. Claims rejected by the commissioners, which consist of three classes: First, claims filed with the Register, but unsupported by any kind of evidence, a list of which, marked F, is annexed to the report. Secondly, claims filed with the Register, and which, if properly supported, would have been embraced by the acts of Congress; rejected, either because the evidence was insufficient, or because they had been already decided upon by the territorial Governors; or because the improvement was not deemed sufficient, or had been interrupted by the Indians. The substance of the evidence given in support of each claim, and of the cause of rejection, will be found in the statement E. Whether any of these ought, notwithstanding the rejection by the commissioners, to be confirmed, remains to be decided by Congress.

Thirdly, claims not embraced by any act of Congress. These, as will be seen by statement G, consist of certain large grants made by the county court to members of that court, and of the Indian purchases claimed by the companies known under the names of Wabash and Illinois. As these had often applied to Congress, and the nature of their claim was understood, a copy of the proclamation of 1763, which appears conclusive against the claim, was transmitted by this Department to the commissioners.

Four special cases have been reported upon by the commissioners, in the statement H, and the copy of a letter from Judge Vanderburgh, in relation to two of those, is also transmitted.

I have the honor to be, very respectfully, sir, your obedient servant,

ALBERT GALLATIN.

The Hon. the PRESIDENT of the Senate.

NOTE.—For statements A, C, and D, referred to in this report, see No. 136.

COMMISSIONERS' OFFICE, VINCENNES, March 25, 1806.

SIR:

The commissioners for examining claims to land in the district of Vincennes, in pursuance of the act of Congress of 26th March, 1804, entitled "An act making provision for the disposal of the public land in the Indiana territory, and for other purposes," beg leave to report:

That they have arranged the said claims under the three following heads, viz:

1st. Those which have been decided on and confirmed by the Governors.

2d. Those which have not been decided on by the Governors.

3d. Those which are not embraced by any act of Congress.

The first class is again subdivided into, 1st, Claims founded under ancient grants, or possessions under the French or British Governments; 2d, Claims founded on supposed grants from the courts; 3d, Claims to the donations of four hundred acres, as heads of families, on or before the year 1783; and, 4th, Claims to the donations of one hundred acres, as militia men, enrolled in the militia on the 1st day of August, 1790, and had done militia duty.

The powers of the Governors to confirm or grant lands being vested in them by law, the commissioners have accordingly considered their grants or confirmations (except in one solitary instance, explained in document H, No. 1, where the grant appears to have been surreptitiously obtained) as sufficient evidence of title.

In the confirmations made by the Governors, it has not always been practicable to distinguish those founded upon French or British grants and possessions from those made in virtue of court deeds and improvement. The commissioners, therefore, have been obliged to consolidate the claims of the first and second class under one head, in document marked A, which contains the names of the original claimants, the quantity confirmed to each, and the names of those who have entered their claims thereto with the Register, as assignees or otherwise.

The document marked B contains, 1st, the names of those heads of families who were entitled to the donation of four hundred acres, to whom, or to whose assignees, the same were respectfully granted by the Governors; 2d, the number of the tract allotted to each; and, 3d, the names of the present claimants.

The first column of document marked C contains the names of the militia men originally entitled to the donation of one hundred acres; the figures in the second column denote the number of the tract allotted to each in the general militia donation, on the south side of White river; and, where there are no such figures, the different donees have, by permission of the Governors, had their respective tracts surveyed or located on their improvements; and the third column contains the names of the present claimants.

The second class admits of a similar subdivision.

Document D contains a list of the confirmations made by the commissioners, exhibiting under the different columns the names of the persons originally entitled, the quantity claimed, the present claimants, the quantity confirmed, and the names of those to whom confirmed.

Document E contains the rejected claims, the substance of the evidence adduced in their support, together with the commissioners' remarks thereon.

Document F is a list of claims, in support of which no evidence having been exhibited, they have consequently been rejected.

To the third class belong claims founded upon Indian purchases, and unusual grants made by the court.

Document G contains those species of claims, observations thereon, and rejections of the same.

Document H contains special cases.

Document I is a plat as well of the tracts confirmed by the Governors in the upper prairie, with the continuation thereof, claimed under purchases from Indians, as of the one hundred and fifty acres granted by the act of 3d of March, 1791, to the several persons then in possession thereof.

The commissioners beg leave to observe that, from about the end of the year 1785 until about two years after the treaty of Greenville, the country about Vincennes, completely surrounded by hostile Indian tribes, and cut off from every means of relief, was placed in a situation highly dangerous. That the attempts to form settlements and make improvements were faint, hazardous, and most generally frustrated. They are, therefore, sensible that, bound as they were by the act of 1791 to confirm no claim of that description, except such as had been actually improved and cultivated, their decisions, made conformable to that principle, must be severe, and bear hard upon numbers of individuals, who have remained ever since in the country, and have yielded only to the imperious necessity either of exposing themselves to savage barbarity, or of abandoning their lands, which they could neither cultivate nor defend.

To these observations it may be added that, even when cultivation has been proved, it was not, in most of the cases that have come before them, of such a nature as to bring them strictly within the full meaning of *actual improvement and cultivation*, by which Congress seems to have meant the necessary work to support a family. This, under the circumstances above related, but very few were able to do. Consequently, the line of distinction between improvements attended with or without cultivation is too minute to distinguish them from each other, in as satisfactory a manner as could be wished.

The improvements and cultivation made on those few spots where forts or stations had been erected, and where the harassed inhabitants were obliged to take shelter, are almost the only ones that can come within the full meaning of the act. Thus, besides the advantages the owners of those places obtained in point of security, they derived from the labors of their less fortunate neighbors a better claim to their respective lands.

In one instance, alone, have they departed from the general principle which has governed them in their decisions, namely, that of William Shannon, assignee of John Howell, wherein the land claimed has been confirmed (for want of a regular chain of transfers being exhibited) to the heirs or assigns of John Howell, the original claimant, on proof being made of the building of a house, (actual residence,) and the establishment of a tan-yard. They considered the importance of those improvements, though not attended with cultivation, as bringing the case within the equitable powers vested in them by law.

Some few notices were filed with the Register by the representatives of deceased persons, who claimed militia donations under the act of 1791. On examining the evidence, it appeared that the persons under whose rights the claims were made were dead before the 1st of August, 1790, although they were of full age at the time of their death, and duly enrolled in the militia. Even some instances may be cited of persons having been killed by Indians in defence of the country, and have never received any donation of lands from the United States. The commissioners, had it been in their power, would have confirmed one hundred acres to each of those claimants; but, as the law is positive that they must have been enrolled on the 1st day of August, 1790, they were obliged to reject their claims.

All which is respectfully submitted by your obedient servants,

JOHN BADOLLET,
NATHANIEL EWING,
Commissioners.

The Hon. ALBERT GALLATIN, *Secretary of the Treasury.*

B.

A list of the donations of four hundred acres of land given to the heads of families in Vincennes, in the year 1783; with the names of the present claimants, and the number of the lot drawn by each, as laid off by order of the Governors.

[The first column of the following table contains the names of the several persons to whom donations of four hundred acres each, of land, were given by the resolve and act of Congress of 29th August, 1783, and 3d March, 1791, as heads of families in Vincennes, on or before the year 1783; and which, conformably to the directions of the said resolve, have, by the different Governors, been allotted and laid out to each of them. The second column contains the number of the tract so allotted to each; and the third column contains the names of the several persons who have entered the same in the Register's office, as present claimants.]

Original Donees.	No.	Present Claimants.
André, Joseph - - - - -	28	Noah Purcell.
Adair, Louis - - - - -	37	Patrick Simpson.
Astrus, called Guignolet, Alexis - - - - -	118	Zachariah Mills.
Bordeleau, Michel - - - - -	20	George McClure.
Barrois, Francois, Jun. - - - - -	7	Ephraim Jordan.
Boneau, Jean Baptiste - - - - -	169	{ 225 Jacob, Joseph and Dorothy Pancake.
Barrois, Jean Baptiste - - - - -	166	{ 175 Simon Vanorsdal.
Brouillet, Louis - - - - -	1	Anthony Junkins's heirs.
Bolon, Amable - - - - -	116	{ 300 Patrick Simpson.
Brouillet, Michel, Sen. - - - - -	14	{ 100 John Small.
Bequet, Pierre - - - - -	194	Patrick Simpson.
Binet, Jean Baptiste - - - - -	5	Louis Nicholas Fortin.
Briquet, dit St. Dizier, André - - - - -	216	{ 133½ Louis Nicholas Fortin.
Bequet, Jacques's heirs - - - - -	245	{ 133½ Henry Vanderburgh.
Bolon, Gabriel - - - - -	227	{ 133½ Not entered with Register.
Barry, Francois - - - - -	171	James Johnson, Esq.
Buteau, widow - - - - -	209	Touissant Dubois.
Bolon, Louis - - - - -	184	George Wallace, Jr.
Boueau, Pierre - - - - -	182	William Clarke's heirs.
Boneau, Charles - - - - -	89	Thomas Coulter.
Bergeron, Louis - - - - -	34	William McIntosh.
Bosseron, Jean Baptiste's heirs - - - - -	215	Henry Vanderburgh.
Bolon, Gabriel, Sen. - - - - -	214	Henry Vanderburgh.
Bergand, Dominique - - - - -	174	Richard Pollard.
Barrois, Francois, Sen. - - - - -	29	Jonathan Purcell.
Bazadon, Laurent - - - - -	213	Heirs of Jean Baptiste Bosseron.
Bazinette, Francois's widow - - - - -	146	Robert Buntin.
Boucher, Vital - - - - -	132	William Wells.
Bergand, Charles - - - - -	152	Nathaniel Ewing.
Boyer, Louis's widow - - - - -	108	Nathaniel Ewing.
Bordeleau, Antoine - - - - -	102	Francois Vigo.
Boyer, Louis, Jun. - - - - -	73	Francois Vigo.
Baillarjon, Nicholas - - - - -	55	Francois Vigo.
Brouillet, Francois - - - - -	83	Francois Vigo.
Bosseron, Francois - - - - -	151	Francois Vigo.
Barron, Pierre's heirs - - - - -	225	Dubois and Marchal, in trust.
Breton, dit St. Martin, Jean Baptiste - - - - -	173	Samuel McConnel.
Coder, Pierre's widow - - - - -	42	Jeremiah Davidson.
Coder, Francois - - - - -	211	William Welton.
Chapoton, Jean Baptiste - - - - -	220	Jonathan Marney.
Crely, Jerome - - - - -	212	John D. Hay.
Clermont, Ursule - - - - -	238	Antoine Marchal.
Cardinal, Jean Baptiste - - - - -	157	Abraham Fry Snapp.
Cardinal, Jacques - - - - -	9	{ Peyton Short.
Cornoyer, Pierre - - - - -	40	{ 100 One of the heirs of donee. } disputed.
Carter, Moses - - - - -	226	William Henry Harrison.
Cartier, Pierre - - - - -	67	Samuel McKee.
Carron, Jean Baptiste - - - - -	178	Henry Vanderburgh.
Conger, Jonathan - - - - -	162	Simon Gonzalis.
Chartier, Joseph - - - - -	154	William Wells.
Chabot, Joseph - - - - -	96	William Wells.
Caty, Antoine - - - - -	103	Francois Vigo.
Chapard, Nicholas - - - - -	106	Francois Vigo.
Campagnotte, Francois - - - - -	59	Francois Vigo.
Charbonneau, Jacob - - - - -	58	Francois Vigo.
Chartier, Jean Baptiste - - - - -	127	Francois Vigo.
Charpantier, Jean - - - - -	46	Francois Vigo.
Cardinal, Nicholas's widow - - - - -	101	Manuel Liza.
Chapard, Marie Claire - - - - -	190	{ 266½ Louis Nicholas Fortin.
Custo, Gabriel - - - - -	not drawn	{ 133½ Not entered with Register.
D'Amour, Jean Baptiste - - - - -	181	William Bullitt.
Derozier, Bonaventure - - - - -	3	Samuel Thompson.
Danis, Honoré - - - - -	4	John McClure.
Dugal, Antoine - - - - -	79	{ 100 John McClure.
Darguiller, Pierre - - - - -	179	{ 300 Patrick Simpson.
Delaurier, René Francois - - - - -	220	Thomas Jones.
Duchesne, Jean Baptiste - - - - -	11	Thomas Jones.
		John McCoy.

LIST, &c.—Continued.

Original Donees.	No.	Present Claimants.
Dumay, Amable's widow - - -	8	§ 300 Isaac Westfall.
Delaurier, Jean Baptiste - - -	19	§ 100 Ephraim Jordan.
Denoyon, Toussaint's widow - - -	115	Isaac Westfall.
Ditard, Nicholas - - -	10	Patrick Simpson.
Dudevoir, dit Lachisne, Charles - - -	41	William Henry Harrison.
Dubé, Joseph - - -	54	Toussaint Dubois.
Drouet, dit Richarville, Antoine - - -	156	George Fidler.
Delisle, Amable - - -	232	Antoine Drouet.
Dumais, Ambroise - - -	119	Thomas Jones.
Denoyon, Jean Louis - - -	219	James Reed.
Devignet, Louis - - -	186	Henry Vanderburgh.
Dizier, widow - - -	193	Zachariah Mills.
De Hetre, widow - - -	210	Samuel Baird.
Dalton, Valentine Thomas - - -	130	Robert Buntin.
Dagené, Joseph - - -	192	John Rice Jones.
Dutremble, dit Lafleur, Jean Baptiste - - -	163	William McIntosh.
Denoyon, Louis's widow - - -	149	Toussaint Dubois.
Delisle, Charles - - -	142	Francois Vigo.
Danis, Jacques - - -	133	Francois Vigo.
Dubois, Jean Baptiste - - -	109	Francois Vigo.
Ducharme, Joseph - - -	100	Francois Vigo.
Derousse, Francois - - -	85	Francois Vigo.
Dagneau, Pierre - - -	107	Francois Vigo.
Dappron, Guilleaume's widow - - -	140	Francois Vigo.
Danis, Antoine - - -	126	Francois Vigo.
Dielle, Charles - - -	62	Not entered with Register.
Edeline, Louis - - -	15	Isaac Westfall.
Etienne, Jacques - - -	13	Joseph Vanmetre.
Fouché, Bonaventure - - -	196	Toussaint Dubois.
Garcis, John - - -	242	§ 200 Laurent Bazadon.
Gagnier, Louis - - -	167	§ 200 William Bullit.
Guignolet, Jean - - -	168	§ 200 Henry Barkman.
Goder, Toussaint - - -	125	§ 100 Louis Reel.
Goder, René - - -	78	§ 100 John Thickston.
Gameline, Pierre - - -	138	Robert Baird.
Goder, Louis - - -	21	William Morrison's heirs.
Gameline, Paul - - -	51	William Snider.
Guion, Pierre - - -	175	Peyton Short.
Gilbert, Pierre - - -	123	Jesse and Abijah Hunt.
Goder, Francois - - -	48	William H. Harrison.
Guielle, Charles - - -	128	Henry Vanderburgh.
Guarguipie, Amable - - -	131	§ 100 Simon Gonzalis.
Grimarre, Pierre's widow - - -	110	§ 300 Francois Vigo.
Gameline, Antoine - - -	98	Francois Vigo.
Guilbaut, Charles - - -	97	Francois Vigo.
Hunot, Toussaint's heirs - - -	233	Francois Vigo.
Hamelin, Joseph - - -	88	Louis Nicholas Fortin.
Hasselín, Joseph - - -	187	Richard Pollard.
Harpin, Jean Baptiste - - -	137	Abraham Brinker.
Henry, Moses - - -	160	Francois Vigo.
Hunot, Joseph, Sen. - - -	148	Francois Vigo.
Hamilton, William - - -	16	§ 227 Patrick Simpson.
Joyalle, Jean Baptiste - - -	33	§ 173 Jeremiah Mayes.
Johnston, Edward - - -	87	Not entered with Register.
Joseph, Michel André - - -	131	Jonathan Purcell.
Lacoste, dit Languedoc, Charles - - -	30	John Mills's heirs.
Lognon, Francois - - -	6	Isaac Westfall.
Legarde, Jean, widow of - - -	24	William Welton.
Laforrest, Pierre - - -	93	Daniel Smith.
Legaud, René - - -	203	§ 380 William McClure.
Lefevre, Antoine's widow - - -	68	§ 20 Jeremiah Claypoole.
Lafleur, Francois - - -	180	Henry Hurst.
Legrand, Gabriel's widow - - -	75	John Ochiltree.
Lacoste, dit Languedoc, André - - -	114	Isaac Westfall.
L'Ardoise, Amable's widow - - -	38	Abraham Fry Snapp.
Lamoureux, Joseph - - -	185	Patrick Simpson.
Lamothe, dit Cochon, Jacques - - -	69	Patrick Simpson.
Languedoc, Francois - - -	80	Patrick Simpson.
Lapointe, Nicholas - - -	204	Peyton Short.
Labuxiere Genevieve, widow - - -	17	Toussaint Dubois.
Lacroix, Jacques - - -	22	Toussaint Dubois.
Languedoc, Barbe Durand, widow - - -	233	William McIntosh.
Langlois, René - - -	76	William McIntosh.
Laderoute, Louis - - -	135	Henry Vanderburgh.
Lefevre, Pierre - - -	236	Henry Vanderburgh.
Lamar, Louis - - -	2	Samuel Baird.
Lebarge, Dennis - - -	239	Samuel Baird.
Larsh, Joseph's heirs - - -	243	John Edgar.
Lunsford, Antoine - - -	150	John Small.
		John Small.
		George Wallace, Jun. & Co.
		Antoine Lunsford's heirs.

LIST, &c.—Continued.

Original Donees.	No.	Present Claimants.
Legras, Philip, widow of	94	Francois Vigo.
Leveron, dit Metteyé, Joseph	153	Francois Vigo, and the heirs.
Latrimouille, Jacques	99	Francois Vigo.
Lognon, Joseph	113	Francois Vigo.
Lafontaine, Jean Baptiste's widow	70	Francois Vigo.
Lemay, Louis	104	Not entered with Register.
Labelle, Joseph	198	Not entered with Register.
Lefevre, Antoine's heirs	not drawn	{ 200 William McIntosh.
Moyse, Jean Baptiste	43	{ 200 William Bullit.
Millet, Jean Baptiste	23	Laurent Bazadon.
Meaux,	161	Matthias Rose.
Mallet, Francois	53	John Westfall.
Mallet, Pierre	141	Isaac Westfall.
Magnant, Germain's widow	207	Patrick Simpson.
Magot, Nicholas	84	Louis Nicholas Fortin.
Metté, René,	241	John Armstrong.
Marié, Antoine	81	Laurent Bazadon.
Mangen, Jean Baptiste	12	Richard Pollard.
Montplaisir, André	124	Jonathan Purcell.
Maisonville, Joseph	201	Samuel Baird.
Moreau, Antoine	199	Abraham Brinker.
Mallet, Joseph	18	Abraham Brinker.
Mehl, Frederick	91	Hugh Knox.
Metteyé, Louis	134	Frederick Mehl.
Minie, Francois	50	Francois Vigo.
Mallet, Antoine	147	Francois Vigo.
Mallet, Louis	172	Francois Vigo.
Neau, Michel	27	Moses Decker, Jun. and Isaac Harness.
Ouilette, Jean Baptiste	105	{ 300 Michel Neau's heirs.
Payette, Joseph	229	{ 100 William Morrison.
Perret, Pierre	111	Robert Buntin.
Page, Guillaume	57	{ 250 Thomas Jones.
Philibert, Etienne's heirs	244	{ 150 Not entered with Register.
Perrot, Nicholas's widow	86	Isaac Westfall.
Perron, Pierre, Sen.	45	Patrick Simpson.
Pluchon, Francois's heirs	235	Jeremiah Claypoole.
Paneton, Etienne	206	{ William McIntosh, and
Perthuit, widow	202	{ Nicholas Perrot's heirs.
Pluchon, Joseph's heirs	208	{ William McIntosh, and
Payette, Guillaume	176	{ Francois Vigo.
Peltier, Eustace	237	Henry Vanderburgh.
Pluchon, Louis	221	Henry Vanderburgh.
Peltier, André's widow	144	Samuel Baird.
Peltier, Francois's widow	145	Samuel Baird.
Perron, Amable	77	William Wells.
Philibert, dit Orleans, Etienne's widow	143	Francois Vigo.
Perron, Pierre's widow	44	Francois Vigo.
Perodo, Joseph	63	Manuel Liza.
Querré, Pierre	74	Francois Vigo.
Renault, dit Delaurier, Louis	31	William Welton.
Racine, dit Ste. Marie, Jean Baptiste	189	{ 300 Noah Spears.
Richard, ——— widow	177	{ 100 Daniel Black.
Racine, Francois	153	John and Jacob Anthis.
Roy, André, Jun.	222	Patrick Simpson.
Roy, André, Sen.	35	William H. Harrison.
Renau, Antoine	195	William McIntosh.
Rimbault, Pierre	191	William McIntosh.
Richard, Jean Baptiste	188	William McIntosh.
Riende, Jacques	217	Henry Vanderburgh.
Rochard, Pierre	294	Robert Buntin.
Renger, Pierre	92	Francois Vigo.
Raux, Joseph	71	Francois Vigo.
Roussaint, Francois	95	Francois Vigo.
Roussault, Louis	56	Francois Vigo.
Ravalet, Louis	25	{ 200 James Scott.
Racine, dit Ste. Marie, Jean Baptiste	155	{ 200 Abraham Fry Snapp.
Rouse, Joseph	117	Not entered with Register.
Ste. Marie, Joseph	129	Not entered with Register.
Ste. Marie, Francois	26	Isaac Westfall.
Sequin, dit Guignolet, Louis	183	Abraham Fry Snapp.
Stc. Marie, Etienne	72	{ 200 William McIntosh.
Stc. Aubin, Jean Baptiste	52	{ 100 Henry Vanderburgh.
Stc. Marie, Joseph, Sen.	200	{ 100 General W. Johnson.
Stone, widow	47	Abraham Stipp.
Stc. Marie, Racine, Pierre, and André	120	Peyton Short.
Saballe, Joseph	159	Henry Vanderburgh.
		William Wells.
		Pierre Racine Ste. Marie.
		Francois Vigo.

LIST, &c.—Continued.

Original Donees.	No.	Present Claimants.
Santier, Olivier	197	Noah Spears.
Twebaugh, Jacob	246	Jacob Twebaugh.
Tougas, Joseph	60	William H. Harrison.
Toulon, Jean	164	Toussaint Dubois.
Trudel, Francois	122	James Reed.
Tonton, Francois	218	William McIntosh.
Tougas, Jean Baptiste	39	Jonathan Purcell.
Turpin, Francois	90	Francois Vigo.
Urno, Francois	165	{ 200 Samuel Means. 200 John Lewis's heirs.
Vaudry, Jean Baptiste, Jun.	49	Daniel McClure.
Vaudry, Jean Baptiste, Sen.	139	Francois Vigo.
Vaudry, Antoine	45	Francois Vigo.
Vallé, Alexander	136	Isaac Westfall.
Vigo, Francois	112	Isaac Westfall.
Valcourt, widow	234	William McIntosh.
Villerage, Jean Baptiste	66	{ William McIntosh and Samuel Baird.
Vachette, Pierre's heirs	231	William McIntosh.
Vachette, Francois	36	Jonathan Purcell.
Valiquette, Francois	240	Francois Valiquette.
Villeneuve, Charles	170	Joseph Vanmetre.
Villaret, Jean Baptiste	228	Henry Vanderburgh.

E.

A report on land claims rejected on their merits.

VITAL BOUCHER, brother and heir of Joseph Boucher's claim to a donation of four hundred acres, as head of a family in Vincennes, in the year 1783.

It appears from the depositions of Charles Delisle, Pierre Querré, and Joseph Chartier, that Joseph Boucher, in the year 1783, lived with his two brothers in Vincennes, and that Charles and not Joseph Boucher was the head of that family; wherefore, the commissioners reject this claim.

DANIEL SMITH claims two hundred acres, in addition to two hundred acres granted him by the Governor, in right of his own improvement, and one hundred acres, in addition to three hundred acres granted him by Governor Harrison, as assignee of John Murphy, in right of improvement.

It appears to the Board that these two claims have been acted upon by Governor Harrison, who granted the several quantities of land mentioned in the notice of claim; and, being of opinion that the Governor's decisions thereon are conclusive, they do, therefore, reject both these claims.

JEREMIAH MAYES claims two hundred acres of land, in addition to two hundred acres granted to him by the Governor, in right of improvement.

This claim is, in every respect, circumstanced like those above laid in by Daniel Smith; and is, for the reasons therein mentioned, rejected by the commissioners.

ANTOINE PETIT, dit Lalumiere, and wife, sister, and heir of Jean Baptiste Villeray, deceased, claim fifty acres of land, as sugar camp right.

The deposition of Josette Pagé, widow, taken in support of this claim, is as follows: "That Jean Baptiste Villeray was her son; that he occupied a sugar camp below the village, before the Americans took this country; and that he was at that time eighteen years old." But the commissioners find, on examining the church records, that he was but thirteen years old at the time this country became a part of the State of Virginia. If, therefore, he was but eighteen when he first established the sugar camp, it must have been in the year 1784, and too late to come under the ancient customs; wherefore, they reject this claim.

ANTOINE PETIT, dit Lalumiere, claims four hundred acres of land near Racoon creek, in right of improvement.

Josette Pagé, who was the only evidence produced to support this claim, proves nothing more than that she heard it said that the claimant made an improvement near Racoon creek, but she never saw the improvement, nor does she know of her own knowledge that any was made; claim, for want of proof, is rejected.

ANTOINE PETIT, dit Lalumiere, claims a donation of four hundred acres, as head of a family in Vincennes, in 1783.

The claimant did not produce any evidence to prove that he was the head of a family in 1783, but acknowledged that he was in that year a resident of Canada, and did not come to Vincennes until the year 1784: consequently, he is not entitled to a donation under the act of Congress; and, therefore, his claim is rejected.

The heirs of JEAN BAPTISTE CONSTANT, deceased, claim fifty acres of land, in right of a sugar camp.

It is proved by Pierre Querré, that, in the year 1784, said Constant took up a sugar camp near fort Apparent, and cultivated it. The commissioners being of opinion that this claim cannot be considered as coming under the description of an ancient title, the country being then a part of the United States, do therefore reject it.

RENE GODER claims a donation of four hundred acres, as head of a family in Vincennes, in 1783.

It is proved by Pierre Querré and Amable Bolon, that René Goder was not married until the year 1786, and that he lived with his father until that time. The commissioners, being of opinion that he does not come under the description of those entitled to a donation under the act of Congress, reject this claim.

JOHN DECKER claims four hundred acres of land on ———, in right of improvement.

It is proved by the oaths of Moses Decker and Joseph Decker, that the said Moses Decker, father to the said John Decker, in the year 1786, took up a tract of land for the said John, his son, who was then but one year old, and laid the foundation of a cabin on the land. The commissioners are of opinion that it was not the intention of the Legislature to grant lands in right of improvement to persons who were too young to make any; and, no cultivation having been proved, they do, for both those reasons, reject this claim.

MOSES DECKER, Jr. claims four hundred acres of land, in right of improvement on ———.

It is proved by the oaths of Moses Decker and Joseph Decker, that the said Moses Decker, father of the said Moses Decker, Jr., took up this tract of land for his son (the claimant) in the year 1786, who was then seven years old, and that he laid the foundation of a cabin thereon. The commissioners, for the reasons given for rejecting the preceding claim, do reject this one.

The heirs of JACOB DECKER, deceased, claim four hundred acres, in right of improvement, on ———.

It is proved by the oaths of Moses Decker and Jacob Decker, that, in the year 178—, the father of the said Jacob Decker, (who was then between eight and eleven years old) took up this tract of land for the said Jacob Decker, his son, but that no improvement was made thereon. The commissioners reject this claim for the reasons given for rejecting the two preceding ones.

JACOB MINOR, assignee of Luke Mattson, claims four hundred acres, in right of improvement, on the waters of White river.

It is proved by Jonathan Conger, that he went with Ralph over White river to hunt horses. That, on their return, the said Mattson deadened some trees on the tract claimed, and told the deponent it was an improvement for his son Luke. The commissioners are of opinion that this cannot be considered as an improvement and cultivation; and therefore reject the claim.

JOHN SMALL, assignee of Nicholas Baillarjon, claims three hundred acres, at the black grounds on the river Embarras, by a court deed dated 14th February, 1782.

Josette Pagé proves that, about the years 1783 or 1784, Nicholas Baillarjon went with her husband to make improvements on lands severally granted to them. That they stayed some days, and on their return informed her they had done so, and built cabins on their lands; but that she never saw the improvement. Jean Baptiste Barrois proves that he saw a cabin, and less than an arpent cleared on the land claimed by Nicholas Baillarjon, but does not know who did the work. The commissioners are of opinion that the first deposition is but hearsay evidence, and that the second does not prove any cultivation; wherefore, they reject the claim.

MICHEL BORDELEAU claims a tract of one hundred and thirty-six acres, at the little village, in right of improvement.

An affidavit of Louis Seguin, deceased, has been filed and recorded, stating that Michel Bordeleau cleared, cultivated, and settled on a piece of land at the little village, in the year 1768. The claimant acknowledged, in presence of the commissioners, that he is now but thirty-eight years old, and that the said clearing was made by his father Antoine. A mistake in the Christian name is here evident; and, as Antoine Bordeleau has claimed and obtained a confirmation of the same land from the commissioners, they, therefore, reject this claim of the son.

RENE CAMPEAU claims a donation, as head of a family in Vincennes, in 1783.

Antoine Lefevre proves that the claimant was married in 1788 or 1789, and cannot recollect that he was head of a family in 1783. As it is not proven that he was the head of a family in 1783, the commissioners reject his claim.

The heirs of ABNER PRIOR, as assignee of Jean Baptiste Constant, claim a donation as head of a family in 1783.

It is proved by Pierre Querré, that Jean Baptiste Constant was a head of a family at Ouaittonon and Vincennes, before and after the year 1783. That he was an Indian trader, and came to settle for good in Vincennes in the year 1785, his wife having till then remained at Ouaittonon.

The ambiguity of that part of the above testimony which states Jean Baptiste Constant to have been head of a family both at Ouaittonon and Vincennes, before 1783, is removed by the statement which follows, viz. that his wife remained at Ouaittonon until the year 1785, whereby it sufficiently appears that he was head of a family at Ouaittonon, and not at Vincennes. The commissioners are of opinion that this case is not embraced by the acts of Congress; therefore, reject the claim of the said Abner Prior's heirs.

FRANÇOIS CAMPAGNOTTE claims four hundred acres of land near the Dry Wood swamp in right of improvement.

Louis Delaurier proves that claimant, twenty years ago, marked some trees on a piece of land adjoining James Johnson's tract: that he neither built nor cultivated, and does not know of its ever having been granted by the court.

Here appears neither improvement nor cultivation; the claim is, therefore, rejected by the commissioners.

FRANÇOIS CAMPAGNOTTE claims one hundred and thirty-six acres of land below Racoon creek, in right of improvement.

Louis Delaurier proves that claimant, eighteen or twenty years ago, took up a piece of land below Racoon creek, built a cabin, and planted some fruit trees; but could not stay there on account of the Indians. Neither improvement of the land nor cultivation is here proved; the claim is, therefore, rejected.

DANIEL SULLIVAN's heirs, who was assignee of Pierre Cartier, claim one hundred and seventy acres on Mill creek, in right of improvement.

Four hundred acres of land have already been granted by the Governor to John Small, assignee of Pierre Cartier, in right of his improvement, which, by subsequent sales, have come into the possession of Henry Vanderburgh and James Ledgerwood, as will appear by the statement of claims heretofore confirmed, document A. And as no one person can be entitled to two different tracts of land by improvement right, this claim is, therefore, rejected.

MICHEL BORDELEAU, in right of his wife, only heir of François Duquointe, deceased, claims fifty acres of land, in right of a sugar camp.

By the deposition of Joseph Chartier, it is proved that François Duquointe occupied a sugar camp thirty-eight or nine years ago. That Jean Chabot, who married said Duquointe's widow, took possession of it, and continued to make sugar thereon until his (Jean Chabot's) death. By reference to document A, it will appear that this sugar camp has been granted by the Governor of the territory, and is now claimed by Alexander Valle, as assignee of the heirs of the said Jean Chabot. From those circumstances, the present claim must be considered as having been heretofore decided on and satisfied, and is rejected on that ground.

THOMAS JONES, as legatee of Charlotte Ducharme, widow and heir of Joseph Ducharme, deceased, claims one hundred acres of land, in virtue of a verbal grant from Mr. Ste. Marie, British Commandant, to said Joseph Ducharme, and improvement made thereon.

The commissioners observe that this tract has already been granted by the Governor of the Northwest territory to the abovenamed Joseph Ducharme, and is now claimed by the heirs of Colonel J. Francis Hamtramck, as his assignee. (See document A.) They, therefore, reject this claim.

ABRAHAM DECKER claims four hundred acres of land, in right of improvement, on ———.

As this claim has been already decided on by the Governor of the Northwestern territory, who granted the said Decker two hundred acres, therefore (see document A) it must be rejected.

The heirs of JACOB DREMIN, deceased, claim four hundred acres in the forks of the river Embarras, by a grant of the court, dated April 10, 1786, and improvement.

Jonathan Conger proves that, in the year 1786, he went with Jacob Dremiu to show him land on the waters of White river; that he (Dremiu) built the foundation of a cabin, deadened the timber of about three-fourths of an acre, and planted some corn. He continued about forty days in the country, and then went off. The deponent adds that he was informed the said Dremiu was killed on his return home. Jacob Dremiu's short residence in the country repels the idea of an intended permanent settlement. Moreover, the small improvement, such as it was, was made on a different tract from the one supposed to have been granted by the court deed; the former being on the east, and the latter several miles on the west side of the river Wabash. From the above considerations, the commissioners are induced to reject this claim.

The heirs of JEAN BAPTISTE DUCHESNE, deceased, claim fifty acres of land, a sugar camp right.

The commissioners observe that a tract of fifty acres has (see document A) already been granted by the Governor to the said Jean Baptiste Duchesne, in right of a sugar camp, and is now claimed by Abraham Kuykendall, as assignee. This claim must, therefore, be rejected.

JAMES FERNSLEY claims three hundred and forty acres on Wilson's creek, by a deed from the court, dated 1st August, 1785, and an improvement. It is proved by John Martin that James Fernsley, in 1785, cleared about an

acre of land on Wilson's creek, partly built a cabin, sowed timothy and turnip seeds, and planted corn thereon; he had no family, never resided on the land, and left the country. The deponent adds that the claimant, on his return to this place in the spring following, with his family, was forced back by the Indians. An actual improvement and cultivation being required by the act of 3d March, 1791, in order to be entitled to the confirmation of a supposed grant, must, in the opinion of the commissioners, imply a permanent residence, not a transient one of a few days, evidently for the purpose of making an improvement. The commissioners, therefore, for want of such actual residence, reject this claim.

ABRAHAM F. SNAPP, assignee of Thomas Foreman, claims four hundred acres, in right of improvement.

It is proved, by an affidavit of Philip Devore, that Thomas Foreman had liberty from the French Commandant, in the year 1785, to improve four hundred acres of land; that the Indians prevented the making any improvement on the land; that said Foreman remained in the country, living on and improving the land of others, for several seasons. Foreman having been a resident in the country for some seasons, and employed in improving the lands of others, cannot, in the opinion of the commissioners, entitle him to a tract of land, which, it is admitted, he not only neither improved nor cultivated, but did not so much as designate the situation or position of. For these reasons, this claim is rejected.

PIERRE GRIMMARRE claims one hundred and thirty-six acres of land, on the west side of the Wabash river, in right of improvement.

By François Languedoc, the clearing of between half an acre and an acre, on a piece of land below Racoon creek, by claimant, about fifteen years ago, is proved; but it is further proved that he neither ploughed nor cultivated. The claim is therefore rejected.

CHARLES GRIMMARRE claims one hundred and thirty-six acres of land, below Racoon creek, in right of improvement.

The same deposition having been made in support of this claim as in the preceding, it is also rejected.

LAURENT BAZADON, assignee of Charles Grimarre, claims a militia right of one hundred acres.

René Campeau proves that Charles Grimarre is now but twenty-five years old: as, consequently, he was but ten years old in 1790, and, therefore, incapable of doing militia duty, this claim is rejected.

ROBERT REYNOLDS, assignee of John Garland, claims four hundred acres, in right of improvement, on the east of Wabash, fifteen miles above Vincennes. The same, as assignee of Matthew Garland, for the same quantity, in right of improvement, on east of Wabash, fifteen miles above Vincennes. The same, as assignee of Moses Orth, for the same quantity, in right of improvement, east branch of White river, fifteen miles below the trace to the falls. The same, as assignee of Adam Orth, for a similar quantity, in right also of improvement, east branch of White river, fifteen miles below the trace to the falls.

In support of the four above claims, the depositions of Daniel Thorn and Solomon Thorn, taken before John Beaird, in Randolph county, have been filed and registered, proving the improvements and cultivation respectively made in the year 1787, by John Garland and Matthew Garland, of two tracts of land between fifteen and twenty miles above Vincennes, and the same facts respecting two other tracts lying on the east of White river, about twenty miles below the trace leading from Vincennes to the falls of the Ohio. Two depositions, signed by James Chism, taken before John Edgar, Esquire, in Randolph county, have been also filed and registered, stating the same circumstances as above.

Daniel Thorn, one of the subscribers to the first deposition, being examined before the commissioners, made oath that he never knew either John or Matthew Garland, Adam or Moses Orth; that he never made or put his mark to the depositions recorded in the Register's books, and, on being shown the mark of his brother Solomon affixed thereto, asserted that his brother knew how to write, and always used to write his own name.

From the above circumstances, and from the neglect of the claimant to have other depositions in support of his claims taken before the persons appointed by the commissioners for that purpose, as he was by them required to do, there arises in the minds of the commissioners an irresistible presumption that the whole is a forgery; and, therefore, they reject the four above claims.

CHARLES GUELLE claims one hundred and thirty-six acres of land on Racoon creek, in right of improvement.

Fr François Languedoc proves that claimant, about fifteen years ago, cleared three or four acres of the tract claimed, and that the same was never ploughed or fenced. On the ground of want of cultivation, this claim is rejected.

JAMES HENRY claims three hundred and forty acres, near river Du Chis, by grant of the court, dated May 12th, 1785, and improvement.

Luke Decker, Esquire, proves no more than the cutting of wild grass by Moses Henry on the tract claimed; and also, that James Henry never was in the country. On the grounds of the want of residence, cultivation, and improvement, the claim is rejected.

THOMAS JORDAN claims four hundred acres, in right of improvement, on Racoon creek.

Joseph Decker proves the cultivation of and the raising a crop of corn on a piece of land in the lower prairie, but no kind of work done on the land claimed below Racoon creek. For want of cultivation and improvement, the claim is rejected.

N. B. The notice of claim was entered with the Register as having been confirmed by the Governor; but, on examining the records, no such confirmation could be found.

JOHN JOHNSON, heir of Richard Johnson, claims two hundred and fifty acres, in addition to a grant of one hundred and fifty acres already made.

This claim having been acted upon by the Governor, who granted a hundred and fifty acres thereon, and which are now claimed by Jacob Minor, (see document A) therefore, it is rejected.

JOHN JOHNSON claims four hundred acres, in right of improvement, on the head of the Half-moon pond.

John Martin proves that, in the fall of the year 1790, the claimant planted corn and apple and peach trees, in an open piece of woods, near the head of the Half-moon pond. The planting of corn in the fall, with a few apple and peach trees, in the open woods, cannot bring this case within the meaning of the act of 1791, which requires actual improvement and cultivation. The claim must, therefore, be rejected.

MARIAMNE LAFOREST, in behalf of herself and the other heirs of Joseph Lafeuillade, deceased, claims four hundred acres, a donation as head of a family.

In support of this claim, an inventory of the property of the said Joseph, left at the time of his decease, was produced, wherein it is declared that he died the 12th of May, 1769; and François and Charles Languedoc prove his having died about the same time. As Lafeuillade died before this country was taken possession of by the State of Virginia, he could not be entitled to the donation made by the resolve of Congress; therefore, this claim is rejected.

GEORGE LEECH claims three hundred acres of land, in addition to one hundred acres already confirmed to him, in right of improvement.

This claim having, as stated in the notice, been acted upon by the Governor, and being of opinion that the decision made thereon is conclusive, the commissioners reject this claim.

The heirs of NANCY LEVINS claim four hundred acres, in right of improvement, on Mattson's spring run, the waters of White river.

The deposition of Richard Brown, now living in Brooke county, Virginia, establishes no other fact than the confession of Nancy Levins of her intention of going to Vincennes, from whence she had removed on account of the Indians, and the deponent's knowledge of the said Nancy's having, with that view, sold her possessions in Pennsylvania. Moses Decker proves a set of house logs to have been cut by said Nancy's son on the land claimed; that there were no other improvements made; and that her son was afterwards killed by the Indians. Luke Decker, Esquire, proves that the trees of about an acre of the same land had been deadened; that small trees and house logs

had been cut, and brush heaps made; and that the same was reported to have been done by Nancy Levins. As no actual cultivation has been proved, the claim is rejected.

PAUL LABRECHE, or LABRACHE, claims four hundred acres, as a donation to the heads of families.

François Racine Ste. Marie proves that claimant, about twenty-eight years ago, was at Vincennes; thinks he was here afterwards, but is not positive; that he was an Indian trader, and never married. As claimant was not the head of a family, his claim is rejected.

The heirs of WILLIAM PERRY, assignee of Joseph Lamoureux, claim four hundred acres on Mill creek, in right of improvement.

Joseph Chartier proves the building of a cabin, and clearing of a few acres of ground, by Joseph Lamoureux, on the land claimed, which is now included in the donation, and that he did not reside thereon on account of the Indians. As no actual cultivation has been proved, the claim is rejected.

The heirs of JACQUE LATRIMOUILLE claim one hundred and thirty-six acres at the little village, in right of an ancient grant.

As this land has already been confirmed by the Governor to the said heirs, and four-fifths whereof are now claimed by B. D. Price as their assignee, (see document A.) this claim is rejected.

FRANÇOIS LANGUEDOC claims one hundred and thirty-six acres on Racon creek, in right of improvement.

Jean Baptiste Moise proves the clearing of about half an acre, on the land claimed, about fifteen years ago by claimant, in company with, and assisted by, deponent; but no kind of cultivation. It being proved there was no kind of cultivation, the claim must be rejected.

JEANNE CARDINAL, widow Montplaisir, alias Tougas, alias Laviolette, legatee of Joseph Meville, deceased, claims four hundred acres donation, as head of a family.

Pierre Querré proves that Joseph Meville and Duchesne died in the year 1775 or 1776.

As Meville died some time before this country passed into the possession of the State of Virginia, his representative cannot be entitled to the donation made by Congress; consequently, this claim is rejected.

LUKE DECKER, assignee of William Mason, claims one hundred acres, a militia donation.

Moses Decker proves that William Mason came to this country in the fall of the year 1790, and went that same fall on the expedition against the Indians, under the command of Major Hamtramck. As Mason did not arrive in this country until the fall of the year 1790, he came too late to be entitled to a militia donation under the act of Congress; the claim is therefore rejected.

WILLIAM MCGOWEN claims one hundred acres, a militia donation. A certificate of Pierre Gamelin, deceased, proves that claimant belonged to the regulars under the command of Captain McCurdy, and was discharged on the expedition against the Wabash Indians, under the command of Major Hamtramck, which expedition is proved by Luke Decker, Esquire, to have taken place in the fall of the year 1790.

McGowen being in the regular service of the United States in the fall of 1790, could not have been enrolled in the militia on the first day of August preceding. His claim is therefore rejected.

ABRAHAM JOHNSON, assignee of Frederick Mehl, claims three hundred and forty acres at the Old Woman's pond, by grant of the court, dated June 9th, 1785.

The court deed grants the land to one Martin Mehl, and not to Frederick Mehl, as stated in the notice; and the said Frederick Mehl proves that the court deed was obtained by him in the name of his brother Martin, who never was in the country, and that the transfer of the said right was also made by him in his said brother's name to Elias Bidle, who transferred to claimant. As the tenor of the rest of the deponent's evidence goes to prove that the land was neither cultivated nor improved, the claim is therefore rejected.

EDWARD MILLS claims three hundred and forty acres on the forks of the river Embarras, by court deed, dated 10th April, 1786, and an improvement.

Jonathan Cunger proves that claimant, in the year 1786, laid the foundation of a cabin, deadened some trees, and planted some corn on the waters of White river, and not on the land claimed; and that claimant left the country in about forty days afterwards, and never returned. The land claimed was not attempted to be improved and cultivated, and the claimant never was, or manifested an intention of becoming, an actual settler. His claim is, therefore, rejected.

The heirs of ANTOINE MARIE, deceased, claim one hundred and thirty-six acres on a run above the Little Rock, by a court grant, dated February 4th, 1785.

Pierre Querré proves that this land was the only compensation that Antoine Marie ever received for his services as an Indian interpreter during Clarke's expedition. As no improvement, cultivation, or settlement is proved, or even suggested, and as the court deed is dated in February, 1785, and Clarke's expedition did not set out until October, 1786, this claim is rejected.

The heirs of MARGARET BOLON, wife of Antoine Marie, claim one hundred and thirty-six acres adjoining the preceding tract, by a court grant, dated February 4th, 1785.

The same deponent states the same circumstances as above; the only difference is in the tenor of the deed, which mentions this grant to be made to her as compensation for services as an interpreter. To Congress alone belongs the right of going into the merits of this case; and, as cultivation has not been proved or suggested, the commissioners are obliged to reject the claim.

The heirs of RACHEL MURDOCH claim four hundred acres on the waters of the river Du Chis, in right of improvement.

Jonathan Conger, in his deposition, filed and registered, states that he, deponent, cut logs, deadened trees, laid the foundation of a cabin, and made several brush heaps for Rachel Murdoch, on the land now claimed, and could do no more, on account of the Indians. When brought before the commissioners to be examined, *vis à voce*, he stated that Rachel Murdoch employed him to clear about one acre of the land claimed; that he planted it in corn and fruit trees; that she lived about four years in the country, when she went to the Illinois, where she was killed by the Indians.

The above recited depositions are so contradictory in circumstances, so very material as cultivation, that they are, in the opinion of the commissioners, entitled to no credit; and therefore they reject the claim.

CHARLES MOISE claims one hundred and thirty-six acres below Racon creek, in right of improvement.

Jean Baptiste Valcour proves that he was hired by Charles Moise, about fifteen years ago, to go with him to work at Racon creek; that they cut the timber off five or six acres of ground, heaped the brush, and cut logs for a cabin, but did not build it; that they worked there about fifteen days, and never returned. In this case, there appears a considerable improvement; but, as there was no actual cultivation, the commissioners must reject the claim.

WILLIAM PAGE, devisee of Joseph Pagé, claims one hundred and thirty-six acres to the northeast of the village, in right of improvement.

Auguste Tougas, in a deposition filed and registered, proves that, in January, 1790, Joseph Pagé took up the tract claimed; that the improvement consisted in making perogues and sugar, for seven years. In other words, the claimant was seven years busy in injuring the land of the United States. There appears no reason for confirming this claim, and therefore they reject it.

AUGUSTE TOUGAS claims one hundred and thirty-six acres adjoining the above tract, in right of improvement.

William Pagé proves exactly the same circumstances in support of this claim as Tougas proves above, in support of Pagé's. This claim is rejected for the same reason as is given for rejecting the preceding one.

WILLIAM PAGE, devisee of Joseph Pagé, deceased, claims four hundred acres on Racoon creek, in right of improvement.

Joseette Pagé's deposition, filed and registered, states that she heard her husband say her son had surveyed the land claimed, and cleared a small part of it, and that her said husband had seen a small cabin, and some trees deadened thereon.

This statement, being only hearsay testimony, cannot be admitted as evidence; the claim must, therefore, be rejected.

JEAN FRANÇOIS PERRY, assignee of John Richardson, claims three hundred and forty acres on the river Du Chis, by court deed, dated 1st March, 1786.

JEAN FRANÇOIS PERRY, assignee of William Richardson, claims three hundred and forty acres, on the river Du Chis, by court deed, dated 1st March, 1785.

James Johnson, Esq. proves that the two tracts of land now claimed were, respectively, granted by the court to William and John Richardson, and surveyed; that there was not, to his knowledge, any improvement on either; that John Richardson remained eighteen months in the country, but William Richardson never was in it. These claims are rejected.

WM. MCINTOSH, assignee of the heirs of Peter Rimbault, Sen. claims a donation to the heads of families.

François Languedoc proves that Pierre Rimbault moved to New Orleans before the Americans took possession of the country, and never returned since.

Pierre Rimbault, never having been an American citizen, could not be entitled. His claim is, therefore, rejected.

The heirs of **FRANÇOIS RACINE** claim the donation to the heads of families.

Pierre Querré proves that François Racine died in 1764. He could not then be an American citizen. The claim is, therefore, rejected.

The heirs of **ANDREW ROY** claim four hundred acres, in right of improvement, near the Dry-Wood swamp.

Louis Delaurier proves that Andrew Roy, about twenty years ago, marked some trees on the land claimed, but that he neither built nor cultivated. The claim is rejected.

DANIEL SMITH, heir of William Smith, claims four hundred acres on the waters of the Wabash, in right of improvement.

John Martin proves that William Smith built a cabin and enclosed a piece of ground, in the commons near Vincennes, but did not know of his having made any kind of cultivation.

William Smith's heir cannot be entitled; and, moreover, the cabin built appears to have made a part of the village of Vincennes. The claim is, therefore, rejected.

JACOB TWBAUGH claims four hundred acres, in right of improvement, on the waters of Mill creek.

Jacob, Charles, and Daniel Thorn prove that claimant cleared about two acres on the land claimed, in the year 1787, cut some house logs, but made no cultivation. For want of actual cultivation, the claim is rejected.

The heirs of **SAMUEL WORTMAN** claim four hundred acres, in right of improvement, above the Grand Rapids.

Michael Thorn proves that Samuel Wortman had this land surveyed in the year 1785; that he deadened some trees on it, left the country in the spring of 1788, and was killed on his return in the spring following. Here appears but little cultivation and no improvement. The claim is, therefore, rejected.

THOMAS WELLS claims four hundred acres of land on Mattson's spring run, by court deed, dated 30th May, 1784, and improvement.

Sebastian Frederick's deposition, filed and registered, proves that the trees of about two acres of the land claimed were deadened, some house logs cut, and that he assisted in carrying the chain in the surveying of it.

Here appears no kind of cultivation. The claim is, therefore, rejected.

GEORGE WALLACE, assignee of the heirs of Peter Barrickman, claims fifty acres, a sugar camp right.

George Wallace has entered this claim as already confirmed by the Governor, and, as evidence thereof, filed an order of survey directing the public surveyor to survey for the heirs of Peter Barrickman fifty acres of land, granted them by the Governor, in right of a sugar camp, signed by John Gibson, Secretary of the territory. The Secretary, after an examination of the records of the territory, certifies that no such grant was ever made, and that the above order of survey was given through mistake. This claim is, therefore, rejected.

ANDREW CEARHART's heirs claim four hundred acres, in right of improvement, on the head waters of the river Du Chis.

Frederick Berger proves that there was an acre cleared on said land in 1787, peach and apple trees growing, and a cabin built; that the Indians having that evening killed a man in the neighborhood, he was obliged to abandon his improvement, and retire to the village; that he was a single man, and was afterwards drowned in White river. Benjamin Beckes, Esq. proves that he knew Andrew Cearhart, who lived with him several months; that he showed to said Andrew, in 1785, the land on which he improved; that he, Beckes, frequently saw the improvement, which consisted of a turkey pen, and three-fourths of an acre whereon the trees had been deadened; that he never saw any peach trees growing, and that he was, in 1786, drowned in White river, on his return home.

From the circumstances of the general alarm created by the murder of a man by the Indians before Frederick Berger saw the improvement whereon this claim rests, and the lateness of the hour, it appears that his observations must be transitory and imperfect. The deposition, then, of Benjamin Beckes, who saw the place frequently, and at his leisure, must be chiefly relied on, and nothing is therein contained that can bring the present case within the meaning of the law of 1791, requiring improvement and cultivation. The claim is, therefore, rejected.

ANTOINE LEFEVRE, Jun. claims four hundred acres, as a donation to the heads of families.

Pierre Querré proves that he knows claimant from the year 1762; that he was not married until 1787; but that in the year 1783 he had a house in this town, his own property, and supported his father and mother, who lived with him.

Though, by an equitable construction of the second section of the act of 1791, the benefit thereof has been, by former decisions of the Governors, extended to single men who kept house themselves, yet this case is by no means similar: for the father of the claimant was, in fact, the head of the family of which the son made a part, and has been considered as such, for his children have received, as his heirs, the donation to which he was entitled. (See document B.) Two heads of a family could not exist at one and the same time. The claim is, therefore, rejected.

WILLIAM MCINTOSH, assignee of Louis Pluchon, called St. Louis, claims the salt spring on the Saline creek, emptying into the Ohio.

The spot laid claim to by William McIntosh does not lie within the district of Vincennes. The commissioners, therefore, decline expressing any opinion on this claim; and, moreover, they will observe that no evidence has been adduced in support of it.

LOUIS DELAURIER claims fifty acres, a sugar camp right.

François Campagnotte proves that, about twenty years ago, claimant had a sugar camp on land now of General Gibson and James Johnson, Esq.; that he made sugar thereon for ten years, and until obliged to abandon by the persons living on the land.

The origin of this claim cannot be traced up to the time of the British Government; it cannot, therefore, come under the description of an ancient grant. The claim is rejected.

ANTOINE QUERRÉ claims one hundred and fifty acres on Muddy run, in right of improvement.

Louis Frederick proves that claimant made an improvement in a vacancy of about one hundred and fifty acres, lying between Louis Frederick, John Reed, Jeremiah Mayes, Peter Frederick, and Frederick Lindy, about two years ago, of about one acre; that he built a house, wherein he has lived for these twelve months.

This improvement being made posterior to March, 1791, cannot, notwithstanding his subsequent actual settlement and residence, entitle the claimant. This claim is, therefore, rejected.

FRANÇOIS HAMELIN claims one hundred and thirty-six acres on the northwest side of the Wabash, in right of improvement.

Pierre Querré proves that François Hamelin has lived on the land claimed, for the space of eight or nine years, and has cultivated it ever since. This improvement, cultivation, and actual settlement, would have entitled the claimant to this land, if begun previous to the 3d March, 1791; but, being posterior to that date, it cannot come within the purview of the act of Congress. The claim is, therefore, rejected.

The heirs of JEAN BAPTISTE RACINE claim fifty acres, a sugar camp right.

Charles Delisle proves Jean Baptiste Racine to have made sugar several years ago, but he cannot state when he began, above the Little Rock, on the east side of the Wabash.

This claim is not proven to have originated either under the French or British Government, and is, therefore, rejected.

CHRISTOPHER WYANT, assignee of Pierre Cartier, claims fifty acres, a sugar camp right, near where Abel West-fall now lives.

Alexander Vallé proves that, at least twenty-five years ago, Pierre Cartier had a sugar camp at the above described place. This cannot be considered as an ancient possession, the only ground on which a sugar camp right can be confirmed. The claim is, therefore, rejected.

The heirs of JEAN BAPTISTE POTEVIN, alias HARPIN or ARPIN, claim one hundred and thirty-six acres below the Lower Prairie, in right of improvement.

Joseph Chartier proves that, about eighteen years ago, he cleared about an acre and a half of the land claimed, for the said Jean Baptiste Harpin, deceased.

This claim, for want of proof of cultivation, is rejected.

JAMES GILBREATH, assignee of James Strong, claims four hundred acres, in right of improvement, on Mehl's run.

Daniel Thorn proves that he knew one Strong in 1786, who made an improvement on Mehl's creek, consisting of a cabin built nearly to the joists, planted peach stones, sowed apple seed, made brush heaps, and planted half an acre in corn; that there was no other person in the country of the name of Strong, to the deponent's knowledge; he had a family who never were here; left the country the following year, and never returned.

The want of residence, although some kind of cultivation, proves that Strong never seriously intended to become a settler in the country; and to persons of that description alone can the benefits of the act extend. The claim is, therefore, rejected.

ROBERT BUNTIN, assignee of Bonaventure Derozier, claims four hundred acres, in right of improvement, about two leagues northeast of Vincennes. An improvement claim of Bonaventure Derozier has already been acted upon by the Governor, who granted one hundred and thirty-six acres thereon, and which are now claimed by Benjamin D. Price. (Document A.)

From every information that has been obtained on the subject, a strong presumption arises that the improvement on which the Governor made the grant, and the one now claimed, are one and the same improvement. This claim is, therefore, rejected.

The heirs of JOSEPH LAFEUILLADE, JUN. claim one hundred acres, a militia donation.

François and Charles Languedoc prove that Joseph Lafeuillade, Jun. was drowned in the year 1786, then of full age.

Though Joseph Lafeuillade was, at the time of his death, liable to militia duty, yet the letter of the act of Congress making it necessary to have done militia duty, and to be on the roll on the 1st of August, 1790, lay the commissioners under the necessity of rejecting this claim.

ALEXIS EDELINE claims one hundred and thirty-six acres, in right of improvement, on Racoon creek.

In support of this claim, an affidavit of François Languedoc has been filed, proving that, in the year 1790, deponent saw claimant at work upon land claimed; that he had cleared about one acre, and marked said land. This claim, for want of cultivation, cannot be granted by the commissioners. It is, therefore, rejected.

DANIEL SMITH, as assignee of Alexis Edeline, and the said Alexis Edeline, in his own right; each of them claim a militia donation of one hundred acres for the said Alexis. In support of this claim, the deposition of François Potvin has been filed with the Register, stating that he saw Alexis Edeline on the parade, with his arms, in the month of August, 1790.

The commissioners, on examining the church books, find that Alexis Edeline was, at that time, thirteen years and four months old. No proof is adduced that he was on the roll on the 1st of August, 1790, or had previously done militia duty. Both the said claims are, therefore, rejected.

ABRAHAM FRY SNAPP, assignee of Simon Spring, claims three hundred and forty acres, by a court grant, dated September 17th, 1783, between the rivers Marié and Bosseron.

Moses Decker proves that he knew Simon Spring in 1786; that he continued here about two years; that he has heard that Spring had made an improvement at a place called the Plum Orchard, but he never saw it. Louis Severe proves that Spring, in the year 1785, showed him an improvement, said by Spring to have been made by him on a tract of land, between the rivers Marié and Bosseron, belonging to him; that the improvement consisted of a cabin, more than an acre of ground cultivated, fenced with a rail fence, and peach trees planted.

The first deposition can have no weight, being but hearsay evidence. The second only proves that the improvement was declared by Spring to be his own, and made by him, which he might have said of any other spot; and this deposition is still less conclusive than the first, being the assertions of an interested person. The claim is, therefore, rejected.

LOUIS DELAURIER claims one hundred and thirty-six acres, in right of improvement, on the western bank of the Wabash, below Racoon creek.

François Compagnotte proves that, eighteen or twenty years ago, claimant took up four by forty arpents, (one hundred and thirty-six acres) built a cabin, and planted fruit trees; no cultivation being proved, the claim is rejected.

NOTE. See supplement to this statement, No. 136.

F.

CLAIMS REJECTED FOR WANT OF EVIDENCE.

Ancient French or British Grants.

In whose right claimed.	Present Claimants.	Quantity.
Carriere, - - -	Heirs of Carriere, - - -	50
Carriere, - - -	Heirs of Carriere, - - -	68
Racine, Mary, - - -	Mary Racine, - - -	68
Ste. Marie, Pierre, - - -	Pierre Ste. Marie, - - -	50

Claims under Court Deeds.

In whose right claimed.	Present Claimants.	Quantity.
Ails, Amos, - - -	Amos Ails, - - -	400
Ails, Amos, - - -	Do. - - -	400
Ails, Stephen, - - -	Do. - - -	400
Ails, Stephen, - - -	Do. - - -	400
Brown, William, - - -	John Armstrong, - - -	423
Bergman, Christian, - - -	Alexander Fowler, - - -	340
Barrackman, John, - - -	John Barrackman, - - -	400
Bradley, Samuel, - - -	Samuel Bradley, - - -	400
Beckes, Permenas, - - -	Abraham Johnson, - - -	400
Brown, Joseph, - - -	Amos Ails, - - -	400
Brown, Frances, - - -	Frances Brown, - - -	400
Blackford, John, - - -	John Blackford, - - -	136
Blackford, Reuben, - - -	Heirs of Reuben Blackford, - - -	136
Brown, James, - - -	James Brown, - - -	136
Cooperwriter, Henry, - - -	Henry Cooperwriter, - - -	340
Cooperwriter, George, - - -	Heirs of George Cooperwriter, - - -	340
Cedeter, Jacob, - - -	Christian Howe, - - -	340
Cardine, John, - - -	William Cochran, - - -	340
Cardine, John, - - -	Alexander Fowler, - - -	34
Cardine, John, - - -	Alexander Fowler, - - -	136
Carmichael, Patrick, - - -	Patrick Carmichael, - - -	136
Devenu, Samuel, - - -	Samuel Devenu, - - -	400
Day, John, - - -	John Day, - - -	400
Day, Robert, - - -	Robert Day, - - -	400
Dixon, Henry, - - -	Amos Ails, - - -	340
Hamilton, William, - - -	William Hamilton, - - -	400
Howel, David, - - -	John R. Jones, - - -	340
Howel, William, - - -	John R. Jones, - - -	340
Henry, Moses, - - -	Daniel Sullivan, two tracts, - - -	340 & 200
Howel, Randré, - - -	Ralph Blackford, - - -	136
Jennings, Robert, - - -	Heirs of Robert Jennings, - - -	340
Lunsford, Anthony, - - -	Heirs of Anthony Lunsford, - - -	340
Legrand, Gabriel, - - -	John Armstrong, - - -	136
Long, Benjamin, - - -	Benjamin Long, - - -	340
Morrison, John, - - -	John Morrison, - - -	136
Morrison, William, - - -	Heirs of William Morrison, - - -	340
M'Clelland, John, - - -	John M'Clelland, - - -	340
Nangle, Andrew, - - -	Andrew Nangle, - - -	120
Pyaf, Benjamin, - - -	Samuel Bradley, - - -	340
Philips, Henry, - - -	Amos Ails, - - -	400
Popenoe, Peter, - - -	Heirs of Peter Popenoe, - - -	340
Radley, John, (Bradley) - - -	Samuel Bradley, - - -	400
Robinson, Andrew, - - -	Andrew Robinson, - - -	400
Squires, David, - - -	David Squires, - - -	400
Sinnet, Richard, - - -	Richard Sinnet, - - -	136
Thomas, James, - - -	Amos Ails, - - -	340
Wyant, Christopher, - - -	Alexander Fowler, - - -	136
Wilson, Thomas, - - -	Thomas Wilson, - - -	400
Worthington, Wm., - - -	Samuel Bradley, - - -	340
Worthington, James, - - -	James Worthington, - - -	400
Wyant, Jacob, - - -	Jacob Wyant, - - -	136
Wilkes, Joseph, - - -	Joseph Wilkes, - - -	340

Claims in right of improvements.

In whose right claimed.	Present Claimants.	Quantity.
Bordeleau, Michel.	Michel Bordeleau,	400
Bordeleau, Antoine,	The heirs of Antoine Bordeleau,	400
Barrois, Jean Baptiste,	Jean Baptiste Barrois,	400
Bradley, Charles,	Charles Bradley,	400
Bradley, James,	Charles Bradley,	400
Compagnotte, Pierre,	Pierre Compagnotte,	136
Danis, Honoré,	Heirs of Honoré Danis,	400
Edeline, Louis,	Heirs of Louis Edeline,	400
Fernsley, James,	James Fernsley,	400
Forney, Anthony,	Stace M'Donough,	400
Gamelin, Magdalene,	Magdalene Gamelin,	140
Grimmarre, Pierre, Sen.	Heirs of Pierre Grimmarre,	102
Hill, Thomas,	Stace M'Donough,	400
Lunsford, Anthony,	Heirs of Anthony Lunsford,	400
Latrimouille, Jacques,	Jacques Latrimouille,	400
M'Mullin, James,	James M'Mullin,	400
Mallet, Pierre,	Pierre Mallet,	400
M'Queen, James,	James M'Queen,	400
Mays, Robert,	Robert Mays,	400
M'Queen, Benjamin.	Benjamin M'Queen,	400
Mills, Thomas,	Thomas Mills,	340
Pea, Henry,	Henry Pea,	400
Popenoe, Peter,	Peter Popenoe,	244 40 p.
Ravalet, Louis,	Louis Ravalet,	68
Seguin, Louis, (Laderoute,)	Louis Seguin, (Laderoute,)	400
Ste. Marie, Joseph,	Robert Buntin,	136
Thompson, Joseph,	Joseph Thompson,	400
Wilson, Thomas,	Thomas Wilson,	400

Claims for the donations as heads of families.

In whose right claimed.	Present Claimants.	Quantity.
Bonneau, Nicholas.	Nicholas Bonneau,	400
Bailey, John,	John Bailey,	400
Bartheaume, Noel,	Noel Bartheaume,	400
Bolon, Hyppolite,	Hyppolite Bolon,	400
Billet, Pierre, (Beausoleil,)	Pierre Billet,	400
Cornoyer, Louis,	Louis Cornoyer,	400
Chicot, Francois,	Joseph Tougas,	400
Johnson, Ezekiel,	Ezekiel Johnson,	400
Levron, widow,	Widow Levron,	400
Larche, Joseph,	Joseph Larche,	400
Lecointe, Francois,	Francois Lecointe,	400
Morrison, John,	John Morrison,	400
Richard, Marie Josephe.	Pierre Querré and wife,	400
Rimbault, Pierre, Sen.	Pierre Rimbault,	400
Racine, Andrew,	Samuel Baird,	400
Ravalet, Jean Baptiste,	Louis Ravalet,	400
Roderigo, Diego,	Laurent Bazadon,	400

Claims to the donations as militia men.

In whose right claimed.	Present Claimants.	Quantity.
Carson, Alexander,	Alexander Carson,	100
Davis, Cornelius,	Cornelius Davis,	100
Hinton, Vachel,	Vachel Hinton,	100
L'Esperance, Jean Baptiste.	Jean Baptiste L'Esperance,	100
Morrison, William,	William Morrison,	100
M'Mullen, James,	James M'Mullen,	100
M'Queen, James,	James M'Queen,	100
M'Queen, Benjamin.	Benjamin M'Queen,	100
Robinson, James,	James Robinson,	100

G.

Cases not embraced by any act of Congress.

No. 1. The United States' Wabash and Illinois Land Companies claim a tract of land, lying between the mouth of a rivulet emptying into the Wabash river, about thirty-two leagues above Vincennes, and a place called Pointe Coupée, about twelve leagues above the said village, extending forty leagues eastward, and thirty leagues westward of the Wabash. Another tract of the same dimensions, from east to west, between the mouth of White river and the mouth of the Wabash. Both said tracts conveyed to Louis Viviat, for himself and associates, by deed signed by a number of the Piankeshaw Indians, therein called chiefs and sachems of the Piankeshaw nation of Indians, dated 18th October, 1785.

As a small part of the aforesaid tracts lies within the district of Vincennes, the commissioners are under the necessity of taking notice of the claim.

It appears to the commissioners that this purchase was a private transaction between the Indians and an individual, in direct violation of the proclamation of the King of Great Britain, dated 7th October, 1763, and, consequently, illegal. And as no provisions are made in any of the laws of the United States for claims of this nature, the commissioners reject them.

No. 2. The French inhabitants of Vincennes claim a tract of twenty-four leagues square, joining the two tracts claimed by the Illinois and Wabash Land Companies. The only evidence in support of this claim is a reservation contained in the abovementioned deed, from the Indians, of the intermediate space between the above two tracts, for the use of the inhabitants of Vincennes. This reservation can be no more than the manifestation of the intention of the Indians to make the grant, and cannot be considered as a real transfer. But, admitting it was, the deed itself being illegal and void, this claim must be rejected.

No. 3. *Upper Prairie.*—(The several persons to whom or to whose assigns the several tracts of the upper prairie have been confirmed, (as will more fully appear by reference to a map of the prairie, (Document 1,) wherein the name of the respective claimants are inserted,) have claimed the several tracts contained within the lines AB, BC, the elm road CD, DK, the line KI, and the Wabash, known by the denomination of continuation, held under Indian deeds and in quiet possession of the several owners thereof, for at least twenty-five years.

The original titles to the several tracts here alluded to, being derived from Indian purchases unauthorized by law, the Governors have refused to act upon such claims, under the impression that those cases did not come within the powers delegated to them; and the commissioners being of the same opinion, with regard to the authority vested in them, refer the whole to Congress, the only competent tribunal to decide thereon.

They will, however, observe that the present claimants may plead the same length of possession, by which Congress was induced to grant, by section 3d of the act of March, 1791, the Indian fields to the several possessors thereof, and beg leave to suggest the propriety of legislative interference.

N. B. The contents of the several tracts alluded to above, and claimed as continuations, amount, in the whole, to two hundred and forty-three acres and one hundred and one perches.

No. 4. The heirs of Francois Bosseron and Ambrose Dagenet claim an uncertain quantity of land, by a grant from the court to Francois Bosseron and Ambrose Dagenet, dated November 30th, 1783; beginning on the northwest side of the Wabash, opposite Pointe Coupée, about three miles from the Wabash; thence, running at right angles with the Wabash, until it strikes the river Embarras; thence, down the said river Embarras, to within three miles west of the Wabash; thence, up the said Wabash, and parallel with the several courses thereof, at the distance of three miles therefrom, to the place of beginning granted by order of Nicholas Perrott, Pierre Gamelin, and Pierre Querré, magistrates, and signed by Gabriel Legrand, clerk of the court.

Thomas Flower claims an undivided third part of an undivided seventh part of the above entire grant, as assignee of the heirs of the aforesaid Francois Bosseron.

Thomas Flower, assignee of Ambrose Dagenet and Bosseron, claims an uncertain quantity, part of the aforesaid grant.

Thomas Flower claims an undivided third part of an undivided fourth part of a grant made by the court to Pierre Querré, father, and Pierre Querré, son, of a tract beginning at the river Marie, to White river, and about ten leagues deep; excluding from the said grant any land they may have been already granted, as assignee of Pierre Querré, father.

The heirs of Isaac Decker, assignee of Pierre Querré, father, claim two thousand acres, part of the preceding grant.

Jonathan Purcell, assignee of Pierre Querré, claims five thousand acres, part of the same grant.

Thomas Flower, assignee of Pierre Querré, claims twenty thousand acres, part of the same grant.

Thomas Flowers claims an uncertain quantity, as assignee of the said Pierre Querré.

Thomas Flowers claims an undivided third part of an undivided moiety of an entire grant from the court to Pierre Gamelin and Nicholas Perrott, dated 20th November, 1783, lying between Pointe Coupée and river Marie, ten leagues deep; excluding from the said grant any land that may have been already granted, as assignee of Pierre Gamelin.

Thomas Flower as assignee of Pierre Gamelin, claims forty-one thousand acres, part of the preceding grant.

Jonathan Purcell, assignee of Pierre Gamelin and Nicholas Perrott, claims twenty-seven thousand five hundred acres, part of the foregoing grant.

William Purcell, assignee of Pierre Gamelin and Nicholas Perrott, claims one thousand acres, part of the same grant.

Andrew Purcell, assignee of Pierre Gamelin, and Nicholas Perrott, claims one thousand acres, part of the same grant.

Without dwelling on the extraordinary circumstances of the above recited supposed grants, wherein the members of a court of justice have made to each other such unusual donations, and appropriated to themselves such a large and valuable part of the country, the commissioners will observe that the State of Virginia never authorized the courts to grant lands. That after the cession, Congress, taking into consideration the hard case of a number of inhabitants, who, under the impressions that these grants were good, had moved into Vincennes and the Illinois country, benevolently stepped in, by the act of 1791, and directed the Governors of the territory to confirm claims of that description, provided the land claimed had been actually improved and cultivated, not exceeding four hundred acres to any one person. Considering, therefore, the present claims as grounded upon a transaction fraudulent *ab initio*, entirely unusual, (the same court never having before granted more than four hundred arpents or three hundred and forty acres, with a clause of actual settlement thereto annexed,) and not contemplated by the act of 1791, reject, *in toto*, all the foregoing claims.

H.

Special Cases.

No. 1. The two following cases, being so peculiarly confused and blended together, put the commissioners under the necessity of making a special report thereon, giving therein a circumstantial history of the whole, stating the inferences they draw therefrom, and finally suggesting their own decision.

Amongst the claims contained in Judge Vanderburgh's notice, entered on the first day of January, 1804, as settled, and written in his own hand, is to be found the following, viz.

A. "28. one other tract of one hundred and sixty arpents, joining the two last mentioned tracts, confirmed and ordered to be surveyed by order of the Governor of the territory, for Angelique Racine, only heir of Jean Baptiste Racine, called Beauchain, her father, and by the said Angelique and L. Denoyon, her husband, assigned to the said Henry Vanderburgh."

To which is annexed the following general certificate, written in the same hand, and signed by the Secretary of the Indiana territory:

SECRETARY'S OFFICE, December 31, 1804.

B. "I, John Gibson, Secretary of the Indiana territory, do certify that I have carefully examined the foregoing claims to land, from number one to number thirty-four inclusive, the property of Henry Vanderburgh, Esq., and that they have all been confirmed and ordered to be surveyed by the different Governors of the territory, as appears on record in the said office. Given under my hand at Vincennes, the day and date above written.

"JOHN GIBSON, *Secretary Indiana Territory.*"

The same Henry Vanderburgh entered on the same day a notice written and signed by him, with the name Angelique Racine, in the words following, viz.

C. "Notice to, &c. of the land claimed by Angelique Racine, as heir to her father, Jean Baptiste Racine, dit Beauchain.

"A tract of one hundred and sixty arpents, confirmed and ordered to be surveyed by the Governor of the territory, a certified copy of which is herewith delivered."

Here follows the location.

Enclosed in the above notice, and in support of the last and foregoing claims, was the following certificate in the same Henry Vanderburgh's handwriting, except the words "alias Beauchain," and signed by the Secretary of the territory.

D. "I certify that there is an order of the Governor of the territory in my office, to survey for Angelique Racine, as heir of her father, Jean Baptiste Racine, one hundred and sixty arpents of land. Also, one other tract for one hundred and sixty arpents of land to the said Angelique Racine, as heir to her said father, Jean Baptiste Racine, alias Beauchain.

"JOHN GIBSON, *Secretary Indiana Territory.*"

Underneath the said certificate is written, in the same handwriting, as follows, viz. "One of the above tracts has been conveyed to Henry Vanderburgh, and is entered with his claim."

In the record of Winthrop Sargent's entries of claims to land, made in 1797, book B, are found the following entries, respectively numbered by number fifty-one and one hundred and twenty-nine, in the handwriting of the said Henry Vanderburgh:

E. "Angelique Racine, four arpents by forty at the Big Hill, which was granted and allotted to her father, François Racine, upwards of thirty years ago. Pierre Cartier and Jean Baptiste Potevin prove the grant, allotment, and cultivation, in which they aided, in company with the said Racine. The land is three miles east of the village, or thereabouts. Decotteaux also proves the above."

F. "The heirs of Jean Baptiste Beauchain, one of the first settlers of this country, claim one hundred and sixty arpents of land joining the donation. The land has been called for more than forty years Beauchain's côte, after the owner's name. This land, from the best information, though not positively proven, seems to have been assigned him by the Governor of this place upwards of forty years ago. The claim, therefore, appears to have gained strength from its great antiquity; and, from this consideration, we are induced to recommend it to your particular attention. Beauchain died in the country, and never owned any other land."

When these claims were exhibited, Henry Vanderburgh was acting with others, as commissioner, to receive land claims, by appointment from Colonel Sargent.

In consequence of the foregoing entries, the following orders of survey were issued, as recorded in Winthrop Sargent's book C, containing warrants of survey, pages 24 and 34:

G. "Angelique Racine, four arpents by forty, at the Big Hill; granted and allotted to her father, François Racine, upwards of thirty years ago, about three miles eastward of Vincennes."

H. "The heirs of Jean Baptiste Beauchain one hundred and sixty arpents of land, joining the donation. Survey the same, agreeably to ancient boundaries, it appearing to have been very early in the family."

The first order of survey, marked G, is not executed; the land being included in the donation tract, is located on the west side of the Wabash, and is alluded to in the entry C, of Angelique Racine, who therein calls her father Jean Baptiste Racine, and not François.

The second order of survey H, has been executed; the land surveyed, in consequence thereof, lies, some distance south from the donation tract, and is alluded to in the entry A of Henry Vanderburgh, the present claimant, wherein he called Angelique Denoyon's father Jean Baptiste Racine, alias Beauchain. That the father of Angelique Racine should be named by the same person in one place, A and C, Jean Baptiste Racine, dit Beauchain, in another, G, François Racine, and in a third, H and F, Jean Baptiste Beauchain, were circumstances calculated to awaken suspicion, inasmuch as Henry Vanderburgh is son-in-law of Angelique Racine, formerly Mrs. Cornoyer, now Mrs. Denoyon, and could not be supposed to mistake the name of the father of his wife's mother.

The Secretary of the territory, to whom these suspicions were communicated, went into an examination of the books of Colonel Sargent, and sent to the commissioners the following letter, to which were prefixed the two orders of survey, marked G and H, verbatim, as they stand on Colonel Sargent's record, properly certified and subscribed by him.

To the Commissioners of the Land Office for the district of Vincennes.

"GENTLEMEN:

"On the 26th of December, 1804, I signed a certificate, of which the following is a copy," viz. [Here follows the certificate alluded to, inserted above, and marked D.] "This certificate was given at the solicitation of Judge Vanderburgh, who assisted me, as Secretary of the territory, to compare the contents thereof with the original record in my office. I have since found that it was not conformable to the record, but that the confirmation to the two tracts of land therein mentioned, made by Colonel Sargent, were in the words and figures first above written, (see G and H.) As the former certificate is erroneous, and done this mistake, I beg you will make the necessary alterations therein, so as it may comport with the original record.

"I am, gentlemen, &c.

"JOHN GIBSON, *Secretary Indiana Territory.*"

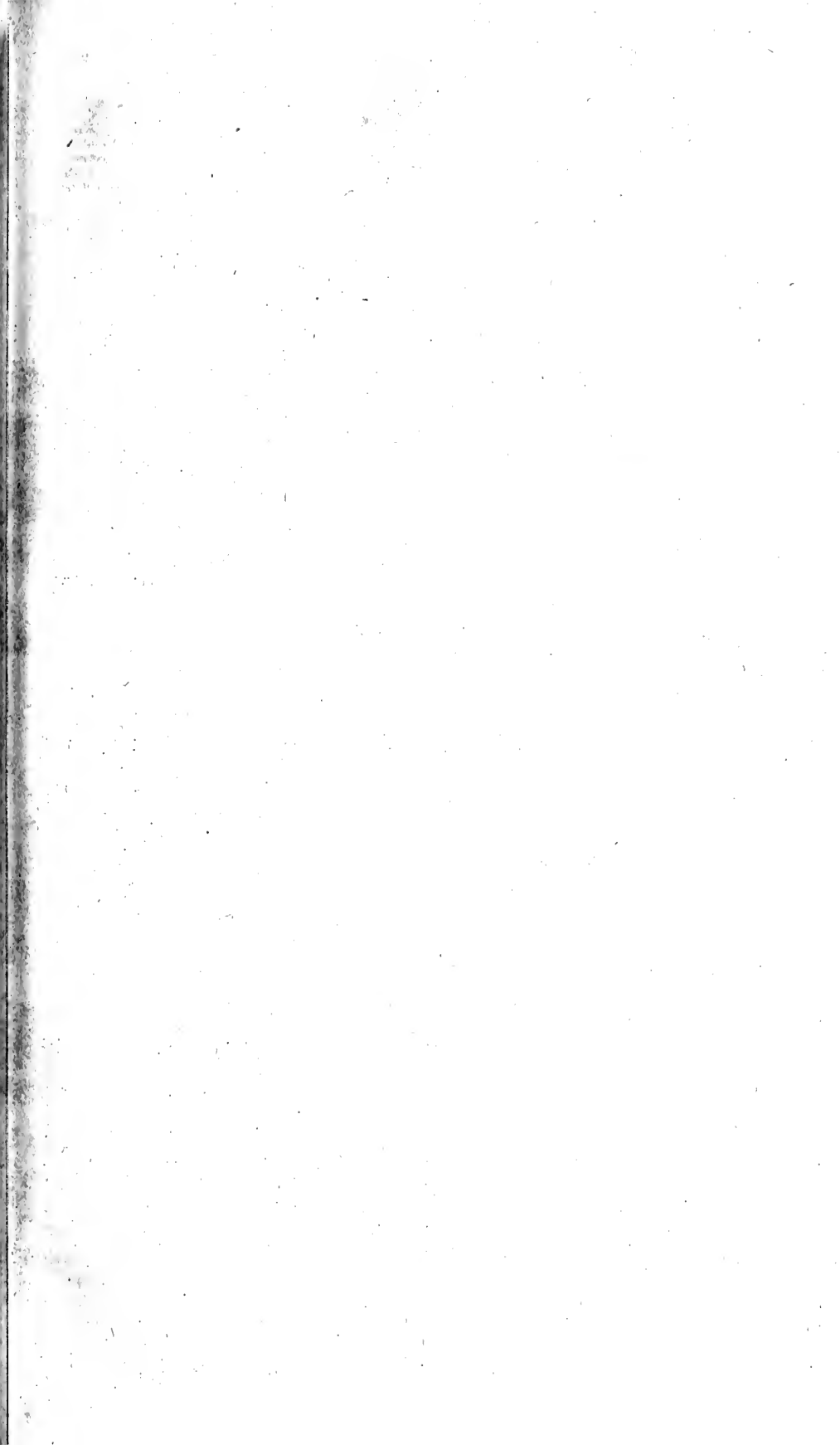
With a view to throw some light on a subject involved in such obscurity, the commissioners examined François Racine, son of the late commandant, who, upon his oath, made the following answers to a series of questions put to him by the commissioners:

That the name of Angelique Racine's father was François Racine, called Beauchêne.

That the name of his own father was Jean Baptiste Racine, called, for distinction sake, *Ste. Marie*, formerly commandant under the British Government in this place. That François Racine never was called Jean Baptiste:

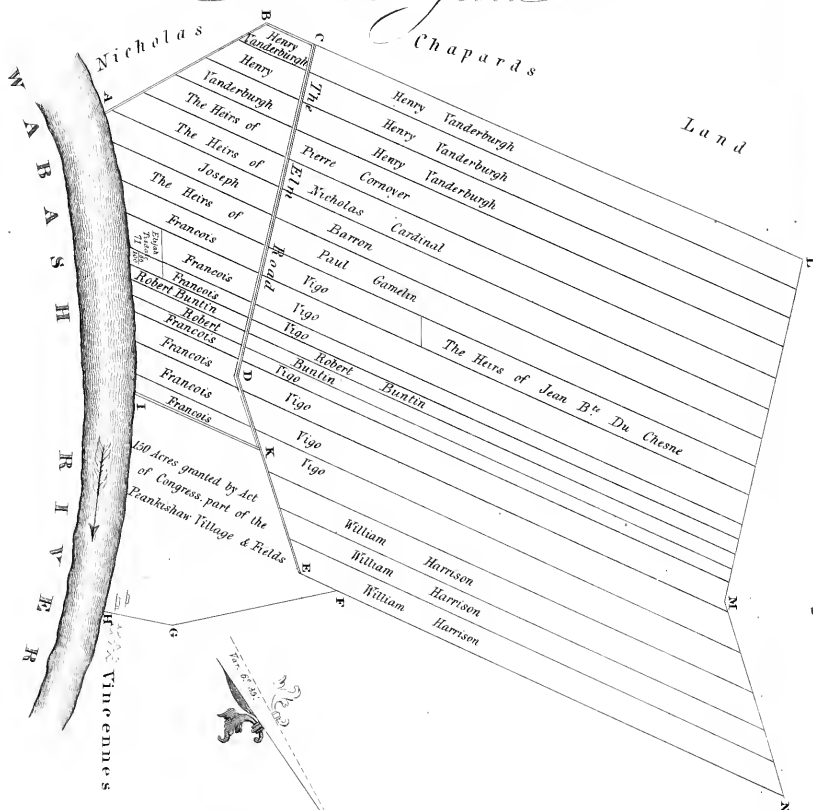
That the hill above Abraham F. Snapp's mill was called the Grand Côte and Côte à Beauchêne, and was one and the same place; that he never knew a man by the name of Jean Baptiste Beauchain.

From which it appears evident that a grant of one hundred and thirty-six acres (one hundred and sixty arpents)



PLAN of the

*Ancient possessions of the
upper Prairie confirmed by the Governors
their continuation from the Elm road
to the WABASH and
Indian field*



REFERENCES

- EHDC The Elm road or Chemin de Lorme
ICLMNED Ancient Grants from the Elm road back
confirmed by the Governors
ACDKI Lands claimed by the several persons
therein named, and known by the name
of Continuation
IKEFGH Indian field confirmed by Act of Congress
March 1791.

Doe. I.

P.L. Page 303.

was made to Angelique Racine, in right of her father, Francois at the Grand Côte, the Big Hill: that the union of the christian name of Jean Baptiste Racine, alias Ste. Marie, the ancient commandant at this place, with Beauchêne, the additional name of Francois Racine, and making the Big Hill and Côte à Beauchêne, which are one and the same spot, two different places, a second grant has been obtained for a person who never had existence. That the two notices entered by Judge Vanderburgh, for himself, as assignee of Angelique Cornoyer or Denoyon, in right of her father Jean Baptiste Racine, alias Beauchêne, for one hundred and thirty-six acres, and by himself for the same Angelique, in the same right, for a similar quantity, tally only with the certificate surreptitiously obtained from General Gibson, and not with the record of Winthrop Sargent, mentioned above.

The commissioners are, therefore, of opinion, that the grant made to Angelique Racine, as heir to her father Francois, ought to be confirmed, although her notice is incorrect, in claiming in the name of Jean Baptiste instead of Francois, her real father, and it is entered as such in the list of confirmed claims.

That the Governor's grant to the heirs of Jean Baptiste Beauchêne ought to be considered a nullity, as having been made to an ideal person, under a feigned name, made use of for the purpose of deceiving the Governor.

That Henry Vanderburgh, the present claimant, cannot be considered as an innocent purchaser, as the whole transaction, from the beginning, has been conducted by him, and in his own handwriting, and that the land surveyed for the heirs of Jean Baptiste Beauchêne still belongs to the United States.

No. 2. Judge Vanderburgh entered his claim to one hundred acres of land, part of a donation tract, as assignee of Joseph Hamelin, to whom claimant says the same was granted as head of a family at Vincennes, before the year 1783.

John Harbin has laid claim to the remaining three hundred acres, as assignee of the said Joseph Hamelin.

In the records of the territory is found the grant of four hundred acres to one Joseph Hamelin, to whom No. 88 of said donation tract was allotted, now claimed by Richard Pollard, as assignee, (Document B,) and but one Joseph Hamelin is to be found on the record. The only support of the present claim is an order of survey from Arthur St. Clair, directed to Robert Buntin, Surveyor of the Public Lands, found amongst the papers, whereof the following is a copy. (See book B, page 250.)

"Survey for Joseph Hamelin, four hundred acres of land, a donation as a head of a family, contiguous to the donation tract, it having been proven to me that he is entitled as head of a family, in 1783, but his name omitted when the list was made out, and this shall be your warrant.

"A. ST. CLAIR.

"ROBERT BUNTIN, Esq. Surveyor of Knox.

"December 21, 1799."

The fact stated in the above order of survey, namely, that Joseph Hamelin's name had been omitted when the list was made out, is evidently a mistake, since, from the records of the territory, it appears that a donation tract was in fact granted to one Joseph Hamelin, who drew No. 88. They, therefore, reject these claims as founded on the above order of survey. It remained, then, for the commissioners to consider this case as unsettled on the presumption that there existed another man of the same name, who might have been entitled; but of this they have obtained no evidence.

No 3. James Legerwood, assignee of William Page, three hundred and forty acres, by a grant of the court, dated 10th March, 1782.

The only support of this claim which has been entered, and considered by claimant as settled, is an authenticated copy of the deed of court to William Page, of the abovementioned number of acres, on Mill creek, with the following words, evidently in Governor St. Clair's handwriting, viz. "to be surveyed," endorsed on the back thereof; which copy was forwarded to Governor Harrison in the fall, 1804, together with sundry other papers and petitions, with annotations in the same handwriting, appearing to have been memoranda of the said Governor's decisions thereon. Those papers were handed by Governor Harrison to the Register. No confirmation of the same claim appears in the records of the territory. In addition to the above, it is to be observed that the land herein claimed has been two or three years in the possession of the claimant, a bona fide purchaser, who lives and has made valuable improvements thereon. The commissioners, without any evidence of cultivation and improvement, would have rejected this claim; but being induced to believe that it had been confirmed by Governor St. Clair, although by him neglected to be entered on the territorial records, have come to a determination to consider the claim as confirmed, and have entered the same on their books accordingly.

No 4. Francois Hamelin and Pierre Cabassier have entered in the Register's office their respective claims to donation rights, as heads of families at Cahokia, and have exhibited affidavits in support thereof.

The above claims may have been entered with the Register of the Kaskaskia district: that consideration alone would justify the commissioners in declining to take them up.

But they are convinced that they have no power to enter into the investigation of claims which do not belong to their district, and, therefore, decline expressing any opinion on their merits.

[Note.—See supplement to this statement, No. 136.]

[For document I, see annexed engraving.]

VINCENNES, 20th September, 1806.

SIR:

I do myself the honor of addressing you on a subject which, to me, is of the most interesting nature. The very extraordinary report, made by Nathaniel Ewing and John Badollet, Esquires, Commissioners of the Land Office for the District of Vincennes, respecting two tracts of land of one hundred and sixty arpents each, granted by Winthrop Sargent, acting as Governor of the territory in the year 1797, one to the heirs of Jean Baptiste Beauchêne, and the other to Angelique Racine, heir to her father Francois Racine, was never communicated to me, until the morning of the second instant, and then in a very confidential manner by Henry Hunt, clerk of the general court of the territory, at whose house both the commissioners lived during the whole time they were engaged in this transaction. I was never notified in any way whatever to produce any testimony, which might have explained and done away the doubts and difficulties which they allege existed. Nor was I ever present, or had the least knowledge of any testimony which they examined on the subject. Since this transaction has come to my knowledge, I have been much occupied in the general court, and have, therefore, delayed making you this communication until to-day. I now take the liberty of soliciting you to suspend any opinion on the report, and not to expose it to the view of any person, until I can forward such papers, documents, and testimony, as shall prove, I trust, satisfactory to yourself, as well as to the committee of Congress before whom these papers are to be laid. It is probable they will be sent on by Mr. Park, the delegate of this territory.

I am, with the greatest respect and regard, sir, your most obedient, humble servant.

HENRY VANDERBURGH.

ALBERT GALLATIN, Esq.

[Note.—See supplemental report, No. 136.]

9th CONGRESS.]

No. 133.

[2d Session.]

APPLICATION FOR THE SALE OF THE RESERVED LANDS IN OHIO.

COMMUNICATED TO THE SENATE, DECEMBER 30, 1806.

To the honorable the Senate and House of Representatives of the United States of America in Congress assembled, the undersigned inhabitants of the county of Columbiana, in the State of Ohio, respectfully represent:

That your petitioners consider the extraordinary price set upon the reserved sections Nos. 15, 21, and 22, in the original surveyed townships in said county, to be an indirect denial of the sales of these lands, as experience must have proved beyond a doubt that they will not sell, in any reasonable time, for eight dollars per acre; and, as the United States have such immense quantities of land in market, it is considered by us that it cannot be an object to keep them up at so extravagant a price, and the more especially when it is so injurious to the settlements and growing prosperity of our infant State. These considerations being premised, we shall now proceed to state specifically the injury we sustain in consequence thereof. In the first place, these sections being situated in the heart of the original surveyed townships, and remaining in their rude and uncultivated state, cuts off that communication and correspondence so desirable and necessary in civil society. Secondly, they cannot be described in truer terms than a harbor in the bosom of each township for wolves, panthers, bears, and other destructive animals. Thirdly, it completely frustrates the object of our State Legislature, in the incorporation of the original surveyed townships; because, by remaining a wilderness, it prevents the citizens thereof from assembling in the centre, for the purpose of transacting their ordinary local concerns. Roads must be kept up through them, at a great expense, without deriving the proper advantages therefrom. Fourthly, on some of these sections are mill-seats, that would be of great advantage could they be improved; but, in consequence of the high price of these lands, improvements of this kind appear impracticable; and we are, therefore, deprived of enjoying those advantages which nature has offered. Fifthly, it greatly retards that population and those improvements so desirable in our young and rising State: and it is considered by us that no class of citizens are benefited by the measure, except the speculator who holds thousands for sale. We, your petitioners, therefore, being fully impressed with a belief, and having the highest confidence that the General Government are disposed, and will, upon all proper occasions, promote the welfare of the States, individually, consistent with the honor and interest of the Union; and that, had a representation been heretofore made on the subject to Congress, the evil now complained of would have been removed before this: we, therefore, pray that these lands may be offered for sale in quarter sections, for such price as they may bring; and as leases have been granted for a few of these lots, and their term not yet expired, it is presumed that if a law was passed, directing the sales of these lands, generally, the leased sections must be sold subject to that incumbrance. It is, therefore, respectfully submitted whether it would not be proper to give the right of pre-emption, at a fixed and reduced price, to the lessees, until the expiration of their term. This would not only operate as a spur to care and industry, but place the lessees and their posterity in a situation of enjoying the fruits of their labor; and your petitioners will ever pray, &c.

JOHN HOOVER and others.

9th CONGRESS.]

No. 134.

[2d Session.]

VIRGINIA MILITARY LAND WARRANTS.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, DECEMBER 30, 1806.

Mr. BOYLE, from the Committee on Public Lands, to whom was referred a resolution directing an inquiry into the expediency of repealing so much of the act of Congress of the 23d of March, 1804, as limits the time in which locations of Virginia military warrants shall be made, made the following report:

That, by the act of cession by which Virginia ceded to the United States the territory northwestward of the river Ohio, it is provided, as a condition upon which the cession was made, "That, in case the quantity of good lands on the southeast side of the Ohio, upon the waters of Cumberland river, and between the Green river and Tennessee river, which have been reserved by law for the Virginia troops upon continental establishment, should, from the North Carolina line bearing in further upon the Cumberland lands than was expected, prove insufficient for their legal bounties, the deficiency should be made up to the said troops in good lands, to be laid off between the rivers Scioto and Little Miami, on the northwest side of the river Ohio, in such proportions as have been engaged to them by the laws of Virginia."

As there is no limitation of time expressed in this condition, it may reasonably admit of a doubt whether the act of the 23d of March, 1804, limiting the time in which Virginia military warrants should be made, and the surveys thereon returned, is not an infraction of the terms of the cession. But the principle upon which that act is founded has been repeatedly recognized by Congress. Every act limiting a period within which persons having claims upon the Government should make application for the payment or satisfaction of their demands, the right to which, when acquired, was not subject to such limitation, is evidently bottomed upon the same principle. There appears to be as strong reasons for a limitation in the present instance as in any other that has or can occur. It is believed that there is a considerably greater quantity of land within the boundary reserved for the use of the officers and soldiers of Virginia on the continental establishment, than is sufficient to satisfy all the unlocated warrants; but as it is not only unknown what is the amount of those warrants, but as it is in the option of those holding them when or whether ever they will locate them or not, it must forever remain uncertain what is the quantity of land subject to be otherwise disposed of, if there is no period fixed beyond which locations shall not be made. There being, however, a considerable number of unlocated warrants still extant, held as well by minors as others, who were either ignorant of the limitation, or whose interest has been neglected by those who represented them, and the object of the limitation being not to preclude, but to hasten the location of those warrants, both justice and policy require that there should be a further extension of the time.

It may be further observed, that, from the manner in which locations have been made, there are many conflicting claims to land within the territory reserved by the State of Virginia for the use of her officers and soldiers. By an act of Congress of the 13th of May, 1800, provision is made that, when either party to such claims shall lose or be evicted, the party evicted or losing the land shall have a right to withdraw his warrant to the amount of such loss or

eviction, and locate, survey, and patent the same on any vacant land within the reserved territory; as, from the recent settlement of that country, but few losses or evictions can yet have taken place, to refuse to prolong the time for locations, would, in a great measure, deprive parties to interfering claims of the right of availing themselves of the provisions of the law designed for their benefit. The committee, for these reasons, submit the following resolution:

Resolved, That a further time of ——— years from the 23d of March next be allowed for locating warrants granted by the State of Virginia to her officers and soldiers upon continental establishment, and that a further time of ——— years from the said 23d of March next be allowed to return surveys on said locations.

9th CONGRESS.]

No. 135.

[2d Session.]

LAND CLAIMS IN THE MICHIGAN TERRITORY.

COMMUNICATED TO CONGRESS, JANUARY 2, 1807.

TREASURY DEPARTMENT, *December 30th, 1806.*

SIR: I have the honor, in conformity with the several acts making provision for the disposal of the public lands in the territories of Indiana and Michigan, to enclose the transcript of decisions made by the commissioners in favor of claimants to land in the district of Detroit.

It appears that they have confirmed only eight [six] claims; and their report of rejections was received so late, and is so voluminous, that there was not time to have it transcribed. The original has been transmitted to Congress. But as the claims are there arranged in the order in which they were acted upon by the Board, and are not divided into classes, according to their nature, a copy of a letter from the commissioners, dated 1st December, 1805, is herewith transmitted, [see No. 126, page 266] which gives a more general view of the subject than is exhibited in the report itself.

I have the honor to be, very respectfully, sir, your obedient servant,

ALBERT GALLATIN.

The Honorable the PRESIDENT of the Senate.

REPORT.

The following is a report of the claims to lands in the district of Detroit, which have been affirmed by the commissioners appointed to investigate such claims:

1st. JEAN MARIE BEAUBIEN.—The claim of Jean Marie Beaubien to a tract of land lying on the north side of river Detroit, containing two arpents in front by twenty in depth, bounded in front by said river, in rear by another parcel of land claimed by the said Jean Marie Beaubien, on the northeast by the lands of ———, and on the south-west by the lands of ———.

2d. FELIX PELTIER.—The claim of Felix Peltier to a tract of land lying on the north side of river Detroit, containing four arpents in front by forty in depth, bounded in front by said river, in rear by unconceded lands, on the east-northeast by a farm in possession of George Meldrum, and on the west-southwest by a farm now in possession, and claimed by Maurice Moran.

3d. FRANCIS PAUL MATCHER.—The claim of Francis Paul Matcher to a tract of land lying on the north side of river Detroit, containing four arpents in front by forty in depth, bounded in front by the said river, in rear by another parcel claimed by the aforesaid Francis Paul Matcher, on the east-northeast by another parcel of land claimed by the same Francis Paul Matcher, and on the west-southwest by the farm claimed and possessed by Nicholas Boyer.

4th. ANTOINE MORAS.—Mary Boyer, widow of Antoine Moras, deceased, as well on behalf of herself, as the widow and relict of Antoine Moras, as in behalf of their children, acting as their natural guardian and next friend, claims a tract of land lying on the north side of river Detroit, containing three acres in front by forty in depth, bounded in front by the said river, in rear by unconceded lands, on the east-northeast by a farm belonging to the heirs of the late Colonel Francis Hamtramck, deceased, and on the west-southwest by the farm of Francis Paul Matcher, above described.

5th. GEORGE MELDRUM.—The claim of George Meldrum to a tract of land lying on the north side of river Detroit, containing four arpents in front by forty in depth, bounded in front by the said river, in rear by unconceded lands, on the east-northeast by the farm now in the possession of Louis Beaufait, and on the west-southwest by the farm of Felix Peltier, described above.

6th. CHARLES GOÛIN and NICHOLAS GOÛIN.—The claim of Charles Goûin and Nicholas Goûin to a tract of land lying on the north side of river Detroit, containing two acres in front by twenty in depth, bounded in front by the said river, in rear by another parcel of lands claimed by them, on the east-northeast by the farm of Antoine Dequinde, and on the west-southwest by the lands claimed by the heirs of ——— Vivard, deceased.

GEORGE HOFFMAN,

Register of the Land Office at Detroit.

FREDERICK BATES,

Receiver of Public Moneys.

The Hon. ALBERT GALLATIN, Esq., *Secretary of the Treasury.*
March 6th, 1806.

[Additional reports furnished by the General Land Office.]

No. 1.

Copy of the minutes of the proceedings of the Board of Commissioners at Detroit, began on the 29th day of June, 1807.

MONDAY, June 23, 1807.

Stanley Griswold, Peter Audrain, and James Abbott, met at ten o'clock in the forenoon, at the Land Office in the town of Detroit, as commissioners for the purpose of examining the claims of persons claiming land in the district of Detroit, pursuant to the act of Congress entitled "An act regulating the grants of land in the territory of Michigan, and approved the 3d day of March, 1807;" and, after being sworn according to law, they did enter into the duties of their office.

The Register delivered to the Board all the books and other papers in his possession, relating to such claims. And there being no business ready, the Board was adjourned to to-morrow, at ten o'clock in the forenoon.

TUESDAY, June 30th, 1807.

The Board met at ten o'clock in the forenoon, pursuant to adjournment.

No. 1. E. BRUSH.—The claim of John Askin, (numbered two in his notice of the 28th December, 1804) and entered in full length in the second volume of minutes of the late commissioners, page 277, was taken into consideration; and, hereupon, Elijah Brush, of Detroit, appeared, and produced to the Board a deed of conveyance, in fee simple, of the said tract of land, from the said John Askin to him, bearing date the 31st day of October, 1806, in which deed are excepted a lot of one arpent, or French acre, in front, upon the said river Detroit, extending back to the distance of two hundred and sixty feet from the water edge, and which is now owned and possessed by Henry Berthelet; and, also, the lots adjoining on what was formerly called the commons, and which now lie on the north side of the Governor's house, on the main street in the new town of Detroit, being all of them an arpent, or French acre, in depth, to the extremity of Baptiste Lapierre's claim, and which have been heretofore sold off and conveyed by the said John Askin, are exceptions to the foregoing conveyance, and are not conveyed, or intended to be conveyed, by the said John Askin unto the said Elijah Brush; which said deed is in the following words, viz:

"To all to whom these presents shall come, greeting:

"Be it known that I, John Askin, of Sandwich, in the province of Upper Canada, for and in consideration of the sum of six thousand dollars, lawful money of the United States, to me in hand, before the ensembling hereof, well and truly paid by Elijah Brush, Esq. of Detroit, the receipt whereof I do hereby acknowledge, and myself therewith am fully satisfied, contented, and paid, and thereof, and every part and parcel thereof, do exonerate, acquit, and forever discharge him, the said Elijah Brush, his heirs, executors, and administrators; by these presents, have given, granted, bargained, sold, aliened, conveyed, and confirmed, and by these presents do freely, fully, and absolutely give, grant, bargain, and sell, alien, convey, and confirm, unto him, the said Elijah Brush, his heirs, and assigns, forever, all that capital message and tenement, or farm, and farming houses, situate, lying, and being on the Detroit, or strait of Lake Erie, lying mostly in what is now called the new town of Detroit, containing two arpents, or French acres, in front upon the said strait or river Detroit, by eighty in depth, (except as hereinafter excepted) being the same tract of land, that is to say, forty in depth, by two in breadth, on the said river, or strait of Lake Erie, that was ceded and granted by Charles Marquis de Beauharnois, Knight of the Royal and Military Order of St. Louis, &c. &c. and Gilles Hocquart, Knight and Member of the King's Privy Council, &c. &c. on the 1st day of May, 1747, to Eustache Gamelin, his heirs and assigns, &c. And afterwards, to wit: on the 15th day of March, A. D. 1759, other forty arpents, or French acres, in depth, by two in breadth, directly in rear of the forty, first aforesaid, that were ceded and granted by Piquolée de Bellestre, military and civil commandant for the King, at Detroit, unto Jacques Pilet, his heirs, and assigns, making in all, eighty arpents, or French acres, in depth, by two in breadth, and bounded on all sides, as is particularly set forth and explained in the originals, or concessions. To have and to hold the said granted and bargained premises, with all the appurtenances, privileges, and commodities, to the same belonging, or in any wise appertaining, to him, the said Elijah Brush, his heirs and assigns, forever, to his and their own proper use, benefit, and behoof, forever. And I, the said John Askin, for myself, my heirs, executors, and administrators, do covenant, promise, and grant, to and with the said Elijah Brush, his heirs and assigns, that, before the ensembling and delivery hereof, I am the sole, true, and lawful owner of the above bargained premises, and am fully seised and possessed of the same in my own proper right, as a good, perfect, and absolute estate of inheritance, in fee simple, and have in myself good right, full power, and lawful authority to grant, bargain, sell, convey, and confirm said bargained premises in manner as aforesaid; and that the said Elijah Brush, his heirs and assigns, shall and may, from time to time, and at all times forever hereafter, by force and virtue of these presents, lawfully, peaceably, and quietly, have, hold, use, occupy, possess, and enjoy the said demised and bargained premises, with the appurtenances, free and clear, and freely and clearly acquitted, exonerated, and discharged of from all and all manner of former or other gifts, grants, bargains, sales, leases, mortgages, wills, entails, jointures, dowries, judgments, executions, or incumbrances, of whatever name or nature soever, that might in any measure or degree obstruct or make void this present deed. This grant is, however, made subject to the following exceptions, to wit: the lot of one arpent, or French acre, in front, upon the said river Detroit, extending back to the distance of two hundred and sixty feet from the water edge, and which is now owned and possessed by Henry Berthelet, as also the lots adjoining, on what was formerly called the common, and which now lie on the north side of the Governor's house on the main street in the new town of Detroit, being all of them one arpent, or French acre, in depth, to the extremity of Baptiste Lapierre's claim, and which have heretofore been sold off and conveyed by the said John Askin, are exceptions to the foregoing conveyance, and are not conveyed, or intended to be conveyed, by the said John Askin unto the said Elijah Brush. Furthermore, I, the said John Askin, for myself, my heirs, executors, and administrators, do covenant and engage the above demised premises, (with the exceptions, as aforesaid) unto him, the said Elijah Brush, his heirs, and assigns, against the lawful claims and demands of any person or persons whatsoever, forever hereafter to warrant, secure, and defend, by these presents. In witness whereof, I have hereunto set my hand, and affixed my seal, at Sandwich aforesaid, this 31st day of October, A. D. 1806.

JOHN ASKIN. [L. s.]

Signed, sealed, and delivered, in the presence of

LOUIS BARTHE.
ALEX. ASKIN.

Col. Antoine Beaubien was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that John Askin was in actual possession of the premises two or three years previous to the American Government taken possession of this country, in 1796, and continued until 1802, since which time Elijah Brush has been in constant possession.

And thereupon it doth appear to the commissioners that the claimant is entitled to the aforesaid tract of land, and that he have a certificate thereof; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit. And the certificate shall be No. 1.

No. 2. ANTOINE BEAUBIEN.—The claim of Antoine Beaubien, which was entered with the late commissioners in full length in the second volume of Minutes, page 251, under the date of the 26th December, 1804, was taken into consideration; whereupon, Charles St. Bernard was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, to his knowledge, the claimant has been in continued possession and occupancy of the said tract of land at least twenty-five years.

And thereupon it doth appear to the commissioners that the claimant is entitled to the aforesaid tract of land, and that he have a certificate thereof, which certificate shall be No. 2; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to to-morrow, at ten o'clock in the forenoon.

WEDNESDAY, July 1st, 1807.

The Board met at ten o'clock in the forenoon, pursuant to adjournment.

No. 3. MATTHEW ELLIOT.—The claim of Matthew Elliot, which was entered with the former commissioners, in full length, in volume 2, page 235, under the date of the 28th February, 1805, was taken into consideration; whereupon, Robert Abbott was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that he knows that Matthew Elliot was in possession and occupancy of the premises a long time previous to the 1st of July, 1796, and that, since that time to this day, he has tenanted the premises.

And thereupon it doth appear to the commissioners that the claimant is entitled to the lot and premises so claimed and that he have a certificate thereof, which certificate shall be No. 3; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 4. **ELIJAH BRUSH.**—The claim of Elijah Brush, trustee for Alexander M'Kee, the younger, which was entered with the former commissioners, in full length, in volume 2, page 232, under the date of the 28th February, 1805, was taken into consideration; whereupon, Robert Abbott was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that he knows that Alexander M'Kee, the elder, was in possession and occupancy of the premises a long time before the first of July, 1796, and that, since that time to this day, the premises have been tenanted by Thomas M'Kee, the father of the said Alexander M'Kee, the younger, and Elijah Brush, as trustee, to the date hereof.

And thereupon it doth appear to the commissioners that the claimant is entitled to the lot and premises so claimed, and that he have a certificate thereof, which certificate shall be No. 4; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 5. **CHARLES MORAN.**—The claim of Charles Moran, which was entered in full length with the former commissioners in volume 2, page 102, under the date of the 21st February, 1806, was taken into consideration; whereupon, Antoine Rivard was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that to his certain knowledge the claimant was in possession and occupancy of the premises at least four years previous to the 1st of July, 1796, and has continued ever since that time to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the aforesaid tract of land, and that he have a certificate thereof, which certificate shall be No. 5; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 6. **LOUIS MORAN.**—The claim of Louis Moran, which was entered in full length with the former commissioners in volume 2, page 102, under the date of the 21st February, 1806, was taken into consideration; whereupon, Antoine Rivard was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that to his certain knowledge the claimant was in possession and occupancy of the premises at least four years previous to the 1st of July, 1796, and has continued ever since that time to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the aforesaid tract of land, and that he have a certificate thereof, which certificate shall be No. 6; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 7. **MAURICE MORAN.**—The claim of Maurice Moran, which was entered in full length with the former commissioners in volume 2, page 104, under the date of the 22d of February, 1806, was taken into consideration; whereupon, Joseph Louis Tremblé was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that he knows that Batiste Meloche was in possession and occupancy of the premises more than seventeen years previous to the 1st of July, 1796, and has ever since continued in possession and occupancy jointly with the claimant.

And thereupon, it doth appear to the commissioners that the claimant is entitled to the aforesaid tract of land, and that he have a certificate thereof, which certificate shall be No. 7; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to to-morrow, at ten o'clock in the forenoon.

THURSDAY, July 2d, 1807.

The Board met at ten o'clock in the forenoon, pursuant to adjournment.

No. 8. **CATHERINE DEQUINDRE.**—The claim of Catherine Dequindre, which was entered in full length with the former commissioners under the date of the 10th of January, 1806, in the 2d volume of Minutes, page 56, was taken into consideration; whereupon, Louis Moran was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that the claimant was in possession and occupancy of the premises from the 25th day of March, 1795, to this day, without any interruption.

And thereupon it doth appear to the commissioners that the claimant is entitled to the said tract of land, and that she have a certificate thereof, which certificate shall be No. 8; and that she cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to to-morrow, at ten o'clock in the forenoon.

FRIDAY, July 3d, 1807.

The Board met at ten in the forenoon, pursuant to adjournment.

No. 9. **JOHN ROBERT McDUGALL.**—The claim of John Robert McDougall, which was entered in full length with the former Commissioners of the Land Office, at Detroit, in the 2d vol. of Minutes, page 239, under the date of the 28th February, 1806, was taken into consideration; whereupon, Benoit Chapoton was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that the claimant, to his knowledge, was in possession and occupancy of the premises three years previous to the 1st of July, 1796, and has continued so to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the aforesaid tract of land, and that he have a certificate thereof, which certificate shall be No. 9; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 10. **LOUIS MORAN.**—The claim of Louis Moran, as guardian of the minor children and heirs of the late François Campeau, dit Bazile, which was entered in full length with the former commissioners, in the 2d vol. of Minutes, page 49, under the date of the 2d January, 1806, was taken into consideration; whereupon, Benoit Chapoton was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that the late François Campeau was in possession and occupancy of the premises until January, 1796, when he died, and that, from that time to this day, the heirs have tenanted the said premises by their guardian, the present claimant.

And thereupon it doth appear to the commissioners that the claimant is entitled to the aforesaid tract of land, as guardian, and for the use and benefit of the said minor children; and that he have a certificate thereof, which certificate shall be No. 10; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 11. **BENOIT CHAPOTON.**—The claim of Benoit Chapoton, which was entered in full length with the former commissioners, in the 1st vol. of Minutes, page 237, under the date of the 30th of January, 1806, was taken into consideration; whereupon, John Robert McDougall was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that the claimant was in the possession and occupancy of the premises previous to the 1st day of July, 1796, and has continued so, without any interruption, to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the aforesaid tract of land, and that he have a certificate thereof, which certificate shall be No. 11; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to Monday next, at ten o'clock in the forenoon.

MONDAY, July 6th, 1807.

The Board met at ten o'clock in the forenoon, pursuant to adjournment.

No. 12. CHARLES GOUIN.—The claim of Charles Gouin to one arpent and three quarters of an arpent in front, by sixty arpents in depth, and which had been entered with the former commissioners in the 1st vol. page 430, under the date of the 21st December, 1805, was taken into consideration; whereupon, Lewis Moran was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that the claimant was in possession and occupancy of the premises many years previous to the 1st of July, 1796; and has continued so to this day, without any interruption.

And thereupon it doth appear to the commissioners that the claimant is entitled to the aforesaid piece of land, and that he have a certificate thereof, which certificate shall be No. 12; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 13. NICHOLAS GOUIN.—The claim of Nicholas Gouin to one arpent and three quarters of an arpent in front, the three quarters of an arpent extending from the river, in depth sixty arpents, and one arpent extending in depth to eighty arpents, and which was entered with the former commissioners in full length in the 1st vol. page 430, under the date of the 21st December, 1805, was taken into consideration; whereupon, Jacques Campeau was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that the claimant has been in possession and continued occupancy of the premises for twenty-five years last preceding this date.

And thereupon it doth appear to the commissioners that the claimant is entitled to the aforesaid tract of land, and that he have a certificate thereof, which certificate shall be No. 13; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 14. CHARLES PELTIER.—The claim of Charles Peltier to three arpents, or French acres, in front, by forty in depth, which was entered in full length with the former commissioners, as containing five arpents in front, in vol. 2d, page 71, under the date of the 24th January, 1806, was taken into consideration; whereupon, Jacques Campeau was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that the claimant has been in possession and continued occupancy of the premises since the 24th January, 1794, to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the aforesaid tract of land of three arpents in front, by forty in depth, and that he have a certificate thereof, which certificate shall be No. 14; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 15. PHILLIS PELTIER.—The claim of Phillis Peltier to four arpents, or French acres, in front, by forty in depth, which was entered in full length with the former Commissioners of the Land Office at Detroit, in vol. 2d, page 78, under the date of the 4th February, 1806, and was affirmed by the said commissioners, was taken into consideration.

And thereupon it doth appear to the commissioners that the claimant is entitled to the aforesaid tract of land, and that he have a certificate thereof, which certificate shall be No. 15; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 16. FRANCIS P. MATCHER.—The claim of Francis Paul Matcher to five arpents, or French acres, in front, by eighty in depth, which was entered in full length with the former Commissioners of the Land Office at Detroit, in vol. 2d, page 311, under the date of the 7th of March, 1806, was taken into consideration; whereupon, Phillis Peltier was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that the premises were in the possession and continued occupancy of the family of William St. Bernard many years previous to the 1st of July, 1796, and continued so until the present claimant purchased in 1802, who has continued in the possession and occupancy of the same to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the aforesaid tract of land, and that he have a certificate thereof, which certificate shall be No. 16; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to to-morrow, at ten o'clock in the forenoon.

TUESDAY, July 7th, 1807.

The Board met at ten o'clock in the forenoon, pursuant to adjournment; and there being no business, it was adjourned to to-morrow, at 10 o'clock in the forenoon.

WEDNESDAY, July 8th, 1807.

The Board met at ten o'clock in the forenoon, pursuant to adjournment.

No. 17. FRANÇOIS GOUIN.—The claim of François Gouin to two and a half arpents, or French acres, in front, by sixty in depth, which was entered in full length with the former Commissioners of the Land Office at Detroit, in vol. 2d, page 63, under the date of the 17th January, 1806, was taken into consideration; whereupon, Bazile Thibault was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that the claimant was in possession and continued occupancy of the premises many years previous to the 1st of July, 1796, and has continued so to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the aforesaid tract of land, and that he have a certificate thereof, which certificate shall be No. 17; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 18. GEORGE MELDRUM.—The claim of George Meldrum to four arpents, or French acres, in front, by forty arpents in depth, which was entered in full length with the former Commissioners of the Land Office at Detroit, in vol. 2d, page 235, under the date of 28th February, 1805, was taken into consideration; whereupon, James McDonald was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that the claimant was in possession and occupancy of the premises previous to the first of July, 1796, and has continued so to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the aforesaid tract of land, and that he have a certificate thereof, which certificate shall be No. 18; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned till to-morrow, at ten o'clock in the forenoon.

THURSDAY, July 9th, 1807.

The Board met at ten o'clock in the forenoon, pursuant to adjournment.

The claim of GABRIEL CHENE, entered with the former commissioners, in vol. 2, page 256, for nine arpents in front, by eighty arpents in depth, under the date of 28th February, 1806, was taken into consideration; whereupon, Jean Baptiste Chapoton was brought forward as a witness, who, being duly sworn, deposed and said, that Jean Baptiste Campeau, father-in-law of the claimant, was in possession and occupancy of the three arpents, in the middle of the said nine arpents, more than thirty years ago, and continued in the possession and occupancy of the same until he sold it to the present claimant; and that the said claimant, from the day he purchased to this day, has continued in the possession and occupancy of the said tract. The deponent further says, that in January, 1782, he accompanied Jacques Campeau, Jean Baptiste Campeau, and Simon Campeau, three brothers, each of whom then occupied three arpents of the said nine arpents, when they made the divisions of the three farms, commencing at the river Detroit, and extending in depth about eighty arpents, each of them retaining three arpents in front; and that ever since that divi-

sion was made, Jacques Campeau and the late Simon Campeau have been in the possession and occupancy, each of their respective farms. The deponent doth further say, that it was at the special request of Jean Baptiste Campeau, father-in-law of the claimant, that he, the deponent, accompanied the three brothers when they divided the three farms.

At the request of the claimant, and he declaring on oath that he believes that he can bring forward material evidence in his behalf, the commissioners postponed the consideration of this claim until Monday next, at ten o'clock in the forenoon.

And then the Board adjourned till to-morrow, at ten o'clock in the forenoon.

FRIDAY, July 10th, 1807.

The Board met at ten o'clock in the forenoon, pursuant to adjournment.

No. 13. LOUIS BENFAIT, Senior.—The claim of Louis Benfait, Senior, to four arpents, or French acres, in front, by forty arpents in depth, which was entered in full length with the former Commissioners of the Land Office at Detroit, in the 1st vol. page 409, under the date of the 12th December, 1805, was taken into consideration; whereupon, George Meldrum was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that the claimant has been in possession and continued occupancy of the premises for thirty years, until this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the aforesaid tract of land, and that he have a certificate thereof, which certificate shall be No. 19; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjournment till Monday next, at ten o'clock in the forenoon.

MONDAY, July 13th, 1807.

The board met at ten o'clock in the forenoon, pursuant to adjournment.

The commissioners took up the claim of Gabriel Chene, and evidence was adduced and heard; whereupon, Jean Baptiste Campeau, father-in-law to the claimant, came forward, and prayed that time may be allowed him until to-morrow morning to enter his caveat against the granting of a certificate to the present claimant; and it was granted him.

And then the Board adjourned till to-morrow, at ten o'clock in the forenoon.

TUESDAY, July 14th, 1807.

The Board met at ten o'clock in the forenoon, pursuant to adjournment.

Jean Baptiste Campeau appeared, and filed an affidavit and caveat against a certificate being granted to Gabriel Chene; and thereupon the further consideration of the claim of the said Gabriel Chene was postponed.

And then the Board adjourned till to-morrow, at ten o'clock in the forenoon.

WEDNESDAY, July 15th, 1807.

The board met at ten o'clock in the forenoon, pursuant to adjournment.

No. 20. ROBERT NAVARRE.—The claim of Robert Navarre to four arpents in front by forty arpents in depth, which was entered in full length with the former Commissioners of the Land Office at Detroit, in 2d vol. page 126, under the date of the 21st February, 1806, was taken into consideration; whereupon, Gabriel Chene was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that the claimant was in possession and occupancy of the premises many years previous to the 1st of July, 1796, and has continued so without any interruption to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the aforesaid tract of land, and that he have a certificate thereof, which certificate shall be No. 20; and that he cause the same to be surveyed, and a plot of the survey, with the quantity therein contained, to be returned to the Register of the Land Office at Detroit.

No. 21. PIERRE D. LABADI.—The claim of Pierre Descontes, dit Labadi, to three arpents, or French acres, in front, by forty arpents in depth, which was entered in full length with the former Commissioners of the Land Office at Detroit, in 2d vol. page 128, under the date of the 21st February, 1806, was taken into consideration; whereupon, Robert Navarre was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that the claimant was in possession and occupancy many years previous to the 1st of July, 1796, and has continued so without any interruption to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the aforesaid tract of land, and that he have a certificate thereof, which certificate is to be No. 21; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned till to-morrow, at ten o'clock in the forenoon.

THURSDAY, July 16th, 1807.

The Board met at ten o'clock in the forenoon, pursuant to adjournment.

No. 22. JOSEPH BEAUBIEN.—The claim of Joseph Beaubien to three arpents, or French acres, in front, by forty arpents in depth, which was entered in full length with the former Commissioners of the Land Office at Detroit, in the 2d vol. page 96, under the date of the 10th February, 1806, was taken into consideration; whereupon, Alexis Labadi was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that Eutreau, dit Francis Navarre, was in possession and occupancy of the premises many years previous to the 1st of July, 1796, and continued so until he sold it to the claimant in 1797; and that the claimant, since that time to this day, has been in continued possession and occupancy of the same.

And thereupon it doth appear to the commissioners that the claimant is entitled to the aforesaid tract of land, and that he have a certificate thereof, which certificate shall be No. 22; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 23. FRANCOIS GAMELIN.—The claim of Francois Gamelin to two arpents, or French acres, in front, by forty arpents in depth, which was entered in full length with the former Commissioners of the Land Office at Detroit, in the 2d volume, page 97, under the date of the 11th February, 1806, was taken into consideration; whereupon, Dominick Labrosse was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that the claimant was in possession and occupancy of the premises more than ten years previous to the 1st of July, 1796, and has continued so to this day, without any interruption.

And thereupon it doth appear to the commissioners that the claimant is entitled to the aforesaid tract of land, and that he have a certificate thereof, which certificate shall be No. 23; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 24. ALEXIS LABADI.—The claim of Alexis Labadi to two arpents, or French acres, in front, by forty arpents in depth, which was entered in full length with the former Commissioners of the Land Office at Detroit, in the 2d volume, page 98, under the date of the 13th of February, 1806, was taken into consideration; whereupon, Dominick Labrosse was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that the claimant has been in a continued possession and occupancy of the premises since the year 1704 to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the aforesaid tract of land, and that he have a certificate thereof, which certificate shall be No. 24; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to to-morrow, at ten o'clock in the forenoon.

FRIDAY, July 17th, 1807.

The board met at ten o'clock in the forenoon, pursuant to adjournment.

JOSEPH WEAVER, of the district of Detroit, appeared, and produced his claim to a certain tract of land lying on the river Rouge, as grantee of the widow and sons of the late William Hurt, deceased; which claim was entered in full length with the former Commissioners of the Land Office at Detroit, by the late William Hurt, in volume 1st, page 22, under the date of 2d of January, 1805; whereupon, John Shaw was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, about one year before the death of William Hurt, the said William Hurt told him, when he was very ill, that, if he died, his wish was that his farm and personal property should be enjoyed by his wife during her natural life; and that, after her death, his farm should be divided between his three sons, and his personal property to be equally divided amongst all his children, boys and girls; and he requested the deponent to put in writing the above declaration; the deponent did so, and the paper was put in the hands of the wife of the said William Hurt. The deponent further says that he believes that the said William Hurt, at that time, and since, until his death, considered the said writing as a sufficient will.

WILLIAM MURPHY, son-in-law of the deceased William Hurt, appeared before the commissioners, and entered a caveat against a certificate being granted to Joseph Weaver, the present claimant, alleging for his reasons that his wife, Oney, is one of the legal heirs of the estate of the late William Hurt, deceased, and has never relinquished her share in the estate of her father; whereupon, the commissioners postponed to Wednesday next the further consideration of this claim.

NO. 25. CHARLES LABADI.—The claim of Charles Labadi to a tract of land on river Rouge, of three arpents, or French acres, in front, and extending in depth to the line of the lands of the St. Cosme's family, not to exceed eighty arpents, which was entered in full length by Alexis Labadi, his father, with the former Commissioners of the Land Office at Detroit, in volume 2d, page 98, under the date of the 13th February, 1806, was taken into consideration; whereupon, Jean Baptiste Sanscraute was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that the father of the claimant was in possession and occupancy of the premises from the year 1781 until about nine years ago, when he sold it to this claimant, who has ever since been in possession and occupancy of the same.

And thereupon, it doth appear to the commissioners that the claimant is entitled to the aforesaid tract of land, and that he have a certificate thereof, which certificate shall be No. 25; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to to-morrow, at ten o'clock in the forenoon.

SATURDAY, July 18, 1807.

The Board met at ten o'clock in the forenoon, pursuant to adjournment.

NO. 26. JOSEPH SERRE.—The claim of Joseph Serre, dit St. Jean, to three arpents, or French acres, in front, by forty in depth, which was entered at full length with the former Commissioners of the Land Office at Detroit, in volume 2d, page 100, under the date of the 19th February, 1806, was taken into consideration; whereupon, Joseph Laderoute was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that the claimant was in possession and occupancy of the premises before the 1st July, 1796, and has continued so ever since to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the aforesaid tract of land, and that he have a certificate thereof, which certificate shall be No. 26; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

NO. 27. JAMES PELTIER.—The claim of James Peltier to three arpents, or French acres, in front, by forty in depth, which was entered in full length with the former Commissioners of the Land Office at Detroit, in volume 2d, page 99, under the date of the 18th February, 1806, was taken into consideration; whereupon, Antoine Dequindre was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that a long time previous to the 1st of July, 1796, the premises were in possession and occupancy of Bernard Campeau, who sold the same to James May the 1st January, 1798; and James May occupied the same until the 10th October, 1800, when he sold to the present claimant, who has been in possession and occupancy of the same from that time to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the aforesaid tract of land, and that he have a certificate thereof, which certificate shall be No. 27, and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to Monday next, at ten o'clock in the forenoon.

MONDAY, July 20, 1807.

The Board met at ten o'clock in the forenoon, pursuant to adjournment.

NO. 28. REBECCA CISSNE.—The claim of Rebecca Cissne, late the widow of Joseph Cissne, Esq., deceased, and administratrix to the estate of the said deceased, and now wife of Hugh McVay, to seven and a half arpents, or French acres, in front, by forty in depth, bounded in front by the river Rouge, and in rear by unconceded lands, which was entered in full length with the former Commissioners of the Land Office at Detroit, in volume 1st, page 245, under the date of the 30th January, 1805, was taken into consideration; whereupon, Pierre Dumay was brought forward as a witness on behalf of the claimant, who, being duly sworn, deposed and said, that the late Joseph Cissne was in possession and occupancy of the premises many years previous to the 1st July, 1796, and did continue so until his death, since which time the claimant, administratrix as aforesaid, has been in continued possession and occupancy to this day.

And thereupon it doth appear to the commissioners that the claimant, as administratrix, is entitled to the aforesaid tract of land, and that she have a certificate thereof, which certificate shall be No. 28; and that she cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

NO. 29. CHARLES ROULEAU.—The claim of Charles Rouleau to one and a half arpent, or French acre, in front, extending in depth to the Pattawatamies road, leading to St. Joseph, which was entered in full length with the former Commissioners of the Land Office at Detroit, in vol. 2, page 41, under the date of the 30th December, 1805, was taken into consideration; whereupon, Pierre Dumay was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that William Hurt, deceased, was in possession and occupancy of the premises previous to the 1st July, 1796, and until the 4th July, 1803, when he sold the same to the claimant, who, since that time, hath been in possession and occupancy of the premises to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the aforesaid tract of land, and that he have a certificate thereof, which certificate shall be No. 29; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be delivered to the Register of the Land Office at Detroit.

NO. 30. MATTHEW ERNEST.—The claim of Matthew Ernest to seven arpents, or French acres, in front, by forty in depth, which was entered in full length with the former Commissioners of the Land Office at Detroit, in vol. 2, pages 228 and 301, under the date of the 26th February, 1805, was taken into consideration; whereupon, Witmore Knags was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that he knows that, previous to the first day of July, 1796, Mr. John Askin was in possession and occupancy of one arpent; Francis Lafontaine, of three arpents; and Gabriel Godfroy, of three arpents; and continued so, without any interruption, until they sold to the claimant, who, since that time to this day, has possessed and occupied the same.

And thereupon it doth appear to the commissioners, that the claimant is entitled to the aforesaid premises, and that he have a certificate thereof, which certificate shall be No. 30; and that he cause the same to be surveyed, and

a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 31. JOSEPH KILBURN.—The claim of Joseph Kilburn to ten arpents, or French acres, in front, on river Rouge, extending back to the line of the lands of the St. Cosme's family, (not to exceed, in the whole, six hundred and forty acres,) which was entered in full length with the former Commissioners of the Land Office at Detroit, in vol. 1st, page 279, under the date of 2d February, 1805, was taken into consideration; whereupon, Pierre Dumay was brought forward as a witness in behalf of the claimant; who, being duly sworn, deposed and said, that Messrs. Mel-drum and Park were in possession and occupancy of the premises previous to the 1st July, 1796, and until the 2d day of April, 1804, when they sold to the claimant, who has been in possession and occupancy since that time to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the aforesaid tract of land, and that he have a certificate thereof, which certificate shall be No. 31, and that he cause the same to be surveyed, and a plot of the survey, with the quantity therein contained, to be returned to the Register of the Land Office at Detroit.

No. 32. JOHN CISSNE.—The claim of John Cissne to four arpents, or French acres, in front, on river Rouge, extending in depth to the line of the lands of the St. Cosme's family, (not to exceed, in the whole, six hundred and forty acres,) which was entered in full length with the former Commissioners of the Land Office at Detroit, in vol. 2, page 44, under the date of the 16th February, 1805, was taken into consideration; whereupon, François Chovin was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that the claimant was in possession and occupancy previous to the 1st of July, 1796, and has been until this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the aforesaid tract of land; and that he have a certificate thereof, which certificate shall be No. 32; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 33. FRANÇOIS CHOVIN.—The claim of François Chovin to six and a half arpents, or French acres, in front, on river Rouge, by forty arpents in depth, which was entered in full length with the former Commissioners of the Land Office at Detroit, in vol. 1st, page 13, under the date of 4th November, 1805, was taken into consideration; whereupon, John Cissne was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that the claimant has been in continued possession and occupancy from the 1st July, 1793, to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the aforesaid tract of land; and that he have a certificate thereof, which certificate shall be No. 33; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 34. FRANÇOIS DUROCHER.—The claim of François Durocher to three arpents, or French acres, in front, on river Rouge, by forty in depth, which was entered in full length by the former Commissioners of the Land Office at Detroit, in vol. 1st, page 86, under the date of the 16th January, 1805, was taken into consideration; whereupon, François Chovin was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, Thomas Cox was in possession and occupancy of the premises, and continued so until the same was sold by the sheriff of the county of Wayne, by virtue of a warrant of the commissioners of the said county of Wayne, for taxes received by the said Thomas Cox, as collector, and unpaid; since which time, the claimant has been in possession and occupancy of the same to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the aforesaid tract of land, and that he have a certificate thereof, which certificate shall be No. 34; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 35. WILLIAM CISSNE.—The claim of William Cissne to eight arpents, or French acres, on river Rouge, by forty in depth, which was entered in full length with the former Commissioners of the Land Office at Detroit, in vol. 1st, page 42, under the date of the 4th November, 1805, was taken into consideration; whereupon François Chovin was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that the claimant was in possession and occupancy of the premises previous to the 1st July, 1796, and has continued so to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the aforesaid tract of land, and that he have a certificate thereof, which certificate shall be No. 35; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 36. THE WIDOW AND ADMINISTRATRIX OF JOSHUA LORAIN, DECEASED.—The claim of Marie Louise, the widow of Joseph Lorain, deceased, and administratrix to the estate of the said deceased, to three arpents, or French acres, in front, by forty in depth, on river Rouge, which was entered in full length with the former Commissioners of the Land Office at Detroit, in vol. 1st, page 111, under the date of the 11th January, 1805, was taken into consideration; whereupon, François Chovin was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that the late Joseph Lorain, deceased, was in possession and occupancy of the premises prior to the 1st July, 1796, and continued so until his death, and that, from that time, the claimant, his widow and administratrix as aforesaid, has been in possession and occupancy to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the aforesaid tract of land, and that she have a certificate thereof, which certificate shall be No. 36; and that she cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 37. CHARLES CHOVIN.—The claim of Charles Chovin, as grantee of Charles Rouleau, to two arpents, or French acres, in front, on river Rouge, by forty in depth, being part of a larger tract of five arpents in front, formerly owned by the said Charles Rouleau, and by him entered with the former Commissioners of the Land Office at Detroit, in volume 1st, page 298, under the date of the 4th February, 1805, was taken into consideration. The claimant produced to the Board a deed of conveyance, in fee simple, of the said tract of land, from the said Charles Rouleau, to him, bearing date the 31st October, 1805, in the words following, viz.

“ Par devant les témoins soussignés, résidant au Detroit, fut présent Charles Rouleau, de la rivière Rouge, district du Detroit, lequel a reconnu avoir vendu, cédé, transporté, et délaissé dès maintenant, et à toujours, avec garantie de tous troubles quelconques (excepté le Gouvernement des Etats Unis) à Charles Chovin, du même district, à ce présent acceptant acquéreur pour lui, ses heirs, et ayant cause à l'avenir, une terre ou plantation sise et située à la rivière Rouge, dans le susdit district du Detroit, consistant en deux arpents de front sur quarante de profondeur, bornée d'un côté par John Connolly, et de l'autre côté par John Shaw, que le dit acquéreur dit bien connaître, et dont il est content et satisfait.

Cette vente, cession, transport, et délaissement, ainsi fait pour et moyennant la somme de soixante pounds, cours de la Nouvelle York, que le dit vendeur reconnoit avoir reçu comptant, en quitte et décharge le dit acquéreur, et tout autre; au moyen de quoy le dit vendeur a transporté au dit acquéreur tous les droits qu'il a, et pouvait avoir, sur la dite terre, volant et entendant qu'il en soit mis en bonne possession et seigneurie, et qu'il en dispose à sa volonté, comme d'un bien justement acquis. Fait et passé au Detroit, le 31 Octobre, 1805; et le dit vendeur ayant déclaré ne savoir signer, a fait sa marque ordinaire, et a scellé, après lecture faite en présence de témoins.

CHARLES X ROULEAU, [L. s.]

En présence de PETER AUDRAIN.”

Whereupon, John Cissne was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, Charles Rouleau, the grantor, was in possession and occupancy of the premises, and continued so to the 31st October, 1805, when he sold the same to the claimant, who has been in possession and occupancy from that time to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the aforesaid tract of land, and that he have a certificate of the same, which certificate shall be No. 37; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of the land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to to-morrow, at ten o'clock in the forenoon.

TUESDAY, July 21, 1807.

The Board met at ten o'clock in the forenoon, pursuant to adjournment.

NO. 38. THE WIDOW AND HEIRS OF ANTOINE MORAS, DECEASED.—The claim of the widow and heirs of Antoine Moras, deceased, to three arpents, or French acres, in front, by forty in depth, which was entered in full length with the former Commissioners of the Land Office at Detroit, in volume 2d, page 104, under the date of the 24th February, 1806, was taken into consideration; whereupon, Charles Gouin was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that the late Antoine Moras was in possession and occupancy of the premises many years previous to the 1st July, 1796, and continued so until his death; since which time, the widow and children of the said Antoine Moras have been in possession and occupancy to this day.

And referring to the minutes of the former commissioners, we find that the claim of the said widow and heirs of Antoine Moras, deceased, to the aforesaid tract of land, was affirmed by them: therefore, it doth appear to the commissioners that the claimants are entitled to the aforesaid tract of land, and that they have a certificate thereof, which certificate shall be No. 38; and that they cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to to-morrow, at ten o'clock in the forenoon.

WEDNESDAY, July 22, 1807.

The Board met at ten o'clock in the forenoon, pursuant to adjournment.

NO. 29. JOHN HARVEY.—The claim of John Harvey to six arpents, or French acres, in front, by forty in depth, on the river Detroit, which was entered in full length with the former commissioners, in volume 1st, page 82, under the date of the 13th November, 1805, was taken into consideration; whereupon, Israel Ruland was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, John Askin was in possession and occupancy of the premises, and continued so until he sold the same to the claimant, on the 31st December, 1801, who, since that time, to this day, has been in possession and occupancy.

And thereupon it doth appear to the commissioners that the claimant is entitled to the aforesaid tract of land, and that he have a certificate thereof, which certificate shall be No. 39; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

NO. 40. JOHN STEINBECK AND JOSEPH CHERBONEAU.—The claim of John Steinbeck and Joseph Cherboneau, as grantees of Solomon Sibley, to six arpents in front, by forty on river Rouge, which was entered in full length by the said Solomon Sibley with the former Commissioners of the Land Office at Detroit, in volume 2d, page 36, under the date of the 26th December, 1805, was taken into consideration. The claimants produced to the Board a deed of conveyance of the said tract of land, from the said Solomon Sibley to them, bearing date the 7th day of February, A. D. 1806, in the words following, viz:

This indenture, made at Detroit this 7th day of February, 1806, between Solomon Sibley, of the district of Detroit, and territory of Michigan, of the one part, and John Steinbeck and Joseph Cherboneau, of the same district and territory aforesaid, of the other part, witnesseth that the said Solomon Sibley, in consideration of the sum of five hundred dollars, to him in hand paid, and secured to be paid, at and before the sealing of these presents, the receipt whereof is hereby acknowledged, has granted, remised, released, and forever quit claimed, and by these presents doth grant, release, and forever quit claim, unto the said John Steinbeck and Joseph Cherboneau, and to their heirs and assigns, forever, all that certain tract or parcel of land, with the buildings and improvements thereon erected and made, lying and being situated upon the first fork of river Rouge, in the district of Detroit aforesaid, containing, by estimation, six acres or arpents in front, and forty arpents or acres in depth, making two hundred and forty acres, be the same more or less, and bounded as follows, to wit: in front by the said fork of said river Rouge, upon the upper and easterly side, by the farm lately occupied by Mr. Dicks, deceased; upon the lower and westerly side, by the farm lately occupied by Mr. Riopel; and in rear by unconceded lands, being the same tract of land formerly improved by one John Messimore, and by the grantor purchased of Mr. Jacob Clemens; to have and to hold the above described tract of land and premises, with the privileges and appurtenances thereunto belonging, or in any wise appertaining, unto the said John and Joseph, and their heirs and assigns, forever. And the said Solomon Sibley, for himself and his heirs, doth covenant and agree to and with the said John and Joseph, their heirs and assigns, against himself and his heirs, and all persons claiming under him, and against all other claims, the United States of America, and all persons that do or may claim, under the United States, only excepted, the grantees that risk upon themselves, without any recourse upon the grantor for indemnity. And the said Solomon Sibley doth further covenant, that, should the United States make, or cause to be made, a deed or patent for said premises, in pursuance of a notice of claim filed with the Commissioners of the Land Board at Detroit, he will, upon the expenses being paid him, make the said John and Joseph, or their assigns, thereby conveying such further right as said Sibley may require; the same to be done upon reasonable notice. In witness of all and singular the premises aforesaid, the said Solomon Sibley has hereunto set his hand and seal, at Detroit aforesaid, the day and year first above written.

SOLOMON SIBLEY. [L. s.]

Signed, sealed, and delivered, in the presence of

WILLIAM BROWN.
JAMES MAY.

Whereupon, François Durocher was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, several years previous to the 1st of July, 1796, John Messimore was in possession and occupancy of the premises, and continued so until the 7th of September, 1796, when he sold to Jacob Clemens, who tenanted the same until the 6th of April, 1801, when he sold to Solomon Sibley, who had possession and tenanted the premises until the 7th of February, 1806, when he sold to the claimants, who have been in possession and occupancy from that time to this day.

And thereupon it doth appear to the commissioners that the claimants are entitled to the aforesaid tract of land, and that they have a certificate thereof, which certificate shall be No. 40; and that they cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

NO. 41. JOHANAH DICKS.—The claim of Johannah Dicks, widow of the late Jacob Dicks, deceased, and administratrix to the estate of the said deceased to six arpents, or thereabout, or French acres, in front, on the first fork or river Rouge, by forty in depth, not to exceed, in the whole, two hundred and sixty arpents, which was entered in full length with the former Commissioners of the Land Office at Detroit, in vol. 1st, page 17, under the date of the 3d of January, 1805, was taken into consideration; whereupon, Edward M'Carty was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that the late Jacob Dicks was in possession and occupancy of the premises previous to the 1st of July, 1796, and continued so until his death; since which time to this day, the claimant, administratrix as aforesaid, has been in possession and occupancy.

And thereupon it doth appear to the commissioners that the claimant, as administratrix, is entitled to the aforesaid tract of land, and that she have a certificate thereof, which certificate shall be No. 41; and that she cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 42. EDWARD McCARTY.—The claim of Edward McCarty to three arpents, or French acres, in front, on river Rouge, and extending in depth to the Pattawatamies road, (not to exceed six hundred and forty acres in the whole) which was entered in full length with the former Commissioners of the Land Office at Detroit, in vol. 1st, page 303, under the date of the 5th of February, 1805, was taken into consideration; whereupon, William Cissne was brought forward as a witness in behalf of the claimants, who, being duly sworn, deposed and said, that, previous to the 1st of July, 1796, André Berkiaume was in possession and occupancy of the premises, and continued so until the 2d of December, 1797, when he sold to the claimant, who, since that time to this day, has possessed and occupied the same.

And thereupon it doth appear to the commissioners that the claimant is entitled to the aforesaid tract of land, and that he have a certificate thereof, which certificate shall be No. 42; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 43. JAMES CISSNE.—The claim of James Cissne to a tract of land on the river Rouge, containing, by estimation, four arpents in front, more or less, bounded in front by the river Rouge, and in rear by the Pattawatamies road, below by the line of the late William Hurt, deceased, and above by a white oak tree, marked with three notches, not to exceed, in the whole, six hundred and forty acres, which was entered in full length with the former Commissioners of the Land Office at Detroit, in vol. 2d, page 43, under the date of the 16th of February, 1805, was taken into consideration; whereupon, John Dicks was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st of July, 1796, the claimant was in possession of the premises, and tenanted the same, and has continued to do so to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the aforesaid tract of land, and that he have a certificate thereof, which certificate shall be No. 43; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to to-morrow, at ten o'clock in the forenoon.

THURSDAY, July 23, 1807.

The Board met at 4 o'clock in the forenoon, pursuant to adjournment.

No. 44. FRANÇOIS LAFONTAINE.—The claim of François Lafontaine to three arpents, or French acres, in front, by forty in depth, which was entered in full length with the former Commissioners of the Land Office at Detroit, in vol. 2d, page 95, under the date of the 8th of February, 1806, was taken into consideration; whereupon, Colonel Francis Chabert was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, many years previous to the 1st of July, 1796, Ambroise Riopel was in possession and occupancy of the premises, and continued so until the 18th of July, 1799, when he sold the same to Messrs. Jacques and François Lasselle, who tenanted the same until the 30th of July, 1805, when they sold to the claimant, who, from that time to this day, has been in possession and occupancy.

And thereupon it doth appear to the commissioners that the claimant is entitled to the aforesaid tract of land, and that he have a certificate thereof, which certificate shall be No. 44; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 45. JACQUES AND FRANÇOIS LASSELLE.—The claim of Jacques and François Lasselle to a small tract of land, or prairie, on the river Detroit and river Rouge, bounded in front by the river Detroit, and in rear by a *coulée*, or small run, on one side by the river Rouge, and on the other side by the lands of Colonel Francis Chabert, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 122, under the date of the 19th of January, 1805, (not to exceed in the whole six hundred and forty acres,) was taken into consideration; whereupon Etienne Dubois was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that the claimants have been in possession, and have tenanted the premises from the year 1795 to this day.

And thereupon, it doth appear to the commissioners that the claimants are entitled to the aforesaid tract of land, and that they have a certificate thereof, which certificate shall be No. 45; and that they cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 46. ANTOINE LASSELLE, JR.—The claim of Lasselle, Jr. as grantee of Jacques and François Lasselle, to three arpents, or French acres, in front, by forty in depth, on the river Raisins, which was entered in full length with the former Commissioners of the Land Office at Detroit, in vol. 1st, page 122, under the date of the 19th of January, 1805, was taken into consideration; whereupon, Etienne Dubois was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, at least three years previous to the 1st of July, 1796, Alexis Solo and his wife were in possession and occupancy of the premises, and continued so until the 27th of August, 1803, when they sold the same to Jacques and François Lasselle, who tenanted the same until the 23th of March, 1805, when they sold to the claimant, who, since that time to this day, has possessed and tenanted the said premises.

The claimant produced to the Board a deed of conveyance, in fee simple, from the said Jacques and François Lasselle to him for the aforesaid tract of land, which deed is in the following words, to wit:

“Par devant les témoins soussignés furent présents sieurs Jacques et François Lasselle, associés négociants dans le territoire de Michigan, lesquels ont reconnu, et par ces présentes reconnoissent, avoir vendu, cédé, transporté, et délaissé dès maintenant et à toujours, promettant faire jour et garantir de tous troubles, dons, douaires, dettes, hypothèques, évictions, aliénations, substitutions, et de tout empêchement généralement quelconque, au Sieur Antoine Lasselle, le jeune, commerçant, à ce présent acceptant acquéreur, pour lui, ses heirs, et ayant cause à l'avenir une terre, ou plantation, sise et située au nord de la rivière aux Raisins, dans le district Erie et territoire de Michigan susdit, de trois arpents de front, sur quarante de profondeur, bornée par devant par la rivière aux Raisins, et par derrière par les terres des établissements de la rivière aux Sables; à l'ouest, par la terre de Jean Baptiste Lasselle; et à l'est, par celle d'Alexis Labadi; tel et ainsi que la ditte terre se poursuit et comporte de toutes parts, circonstances, et dépendances, avec les maisons, la grange, et autres bâtimens, et spécialement une distillerie avec quatre alembiques, et tous les utensils appartenant à la ditte distillerie; aussi un moulin à farine, et un moulin à scie, susconstruits, clôtures, &c. que le dit acquéreur dit bien savoir et connoître, et dont il est content et satisfait.

Cette vente, cession, et délaisement ainsi fait pour et moyennant la somme de trois mille pounds cours de la Nouvelle York, égale à sept mille cinq cent piastres, ou dollars, monnoye légale des États Unis, desquelles les dits sieurs Jacques et François Lasselle reconnoissent avoir reçu comptant du dit acquéreur lors et avant la passation des présentes; mil cinq cent pounds au bout de deux années, que le dit acquéreur promet et s'oblige de payer aux dits sieurs vendeurs le 25 Mars, 1808, et trois cent pounds par année pour cinq années après, donc les premières trois cent pounds seront payées par le dit acquéreur aux dits sieurs vendeurs le 25 Mars, 1809, et le dernier le même jour et mois de l'année 1813, lesquels dits derniers paiements se feront annuellement le même jour de chaque année aux dits sieurs Jacques et François Lasselle, à eux, ou leurs heirs, ou ayant cause; et pour sûreté desquels paiements, les susdites terres présentement vendues demeureront par privilège spécial affectées, obligées, et hypothéquées envers les susdits vendeurs jusqu'à l'entier et parfait paiement susmentionné.

Il est bien entendu entre les parties, que les dits sieurs Jacques et François Lasselle se réservent les profits ou l'usufruit du moulin à farine, et du moulin à scie, pour deux années à compter de ce jour, selon le marché qu'il y a entre eux et Moses Morse, daté au Detroit le 17 du présent mois, et le dit acquéreur est satisfait que le dit

Morse jouisse d'iceux pour la troisième année sous les conditions y exprimées, et dont le provenu lui sera payé par le dit Morse, pour son avantage et utilité.

Au moyen de quoy, les dits vendeurs ont de ce moment transporté et par ces présentes transportent au dit acquéreur, ses heirs, et ayant cause à l'avenir, tous et tels droits de propriété, noms, raisons, et tous autres droits qu'ils ont et pourraient avoir sur la dite terre ou plantation, s'en démettant et désaisissant à son profit, (excepté comme il est excepté cy-dessus) voulant et entendant qu'il en soit mis en bonne possession et seigneurie, par qui et ainsi qu'il appartiendra en vertu des présentes.

Fait et passé à la rivière aux Raisins, dans le susdit district Erie, et territoire de Michigan, le 25 Mars, 1806, et ont signé les dites parties, et posé leurs cachets à cecy, en présence de témoins.

JACQUES LASSELLE, [L. s.]
FRANÇOIS LASSELLE, [L. s.]
ANTOINE LASSELLE, [L. s.]

Scellé et délivré en présence de

JOSEPH GUY,
JACQUES PELTIER, Jr."

And thereupon it doth appear to the commissioners that the claimant is entitled to the aforesaid tract of land, and that he have a certificate thereof, which certificate shall be No. 46; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to to-morrow, at ten o'clock in the forenoon.

FRIDAY, July 24, 1807.

The Board met at ten o'clock in the forenoon, pursuant to adjournment; and, there being no business, the Board adjourned to to-morrow, at ten o'clock in the forenoon.

SATURDAY, July 25, 1807.

The Board met at ten o'clock in the forenoon, pursuant to adjournment; and, there being no business, the Board adjourned to Monday next, at ten o'clock in the forenoon.

MONDAY, July 27, 1807.

The Board met at ten o'clock in the forenoon, pursuant to adjournment; and, there being no business, the Board adjourned to to-morrow, at ten o'clock in the forenoon.

TUESDAY, July 28, 1807.

The Board met at ten o'clock in the forenoon, pursuant to adjournment; and, there being no business, the Board adjourned to to-morrow, at ten o'clock in the forenoon.

WEDNESDAY, July 29, 1807.

The Board met at ten o'clock in the forenoon, pursuant to adjournment; and, there being no business, the Board adjourned to to-morrow, at ten o'clock in the forenoon.

THURSDAY, July 30, 1807.

The Board met at ten o'clock in the forenoon, pursuant to adjournment; and, there being no business, the Board adjourned to to-morrow, at ten o'clock in the forenoon.

FRIDAY, July 31, 1807.

The Board met at ten o'clock in the forenoon, pursuant to adjournment; and, there being no business, the Board adjourned to to-morrow, at ten o'clock in the forenoon.

STANLEY GRISWOLD,
PETER AUDRAIN,
JAMES ABBOTT.

No. 2.

Transcript of the proceedings of the Commissioners of the Land Board at Detroit, from the 1st of August to the 31st October, 1807.

SATURDAY, August 1, 1807.

The Board met at ten o'clock in the forenoon, pursuant to adjournment; and, there being no business, the Board adjourned to Monday next, at ten o'clock in the forenoon.

MONDAY, August 3, 1807.

The Board met at ten o'clock in the forenoon, pursuant to adjournment; and, there being no business, adjourned to to-morrow, at ten o'clock in the forenoon.

TUESDAY, August 4, 1807.

The Board met at ten o'clock in the forenoon, pursuant to adjournment; and, there being no business, adjourned to to-morrow, at ten o'clock in the forenoon.

WEDNESDAY, August 5, 1807.

The Board met at ten o'clock in the forenoon, pursuant to adjournment; and, there being no business, adjourned to to-morrow, at ten o'clock in the forenoon.

THURSDAY, August 6, 1807.

The Board met at ten o'clock in the forenoon, pursuant to adjournment.

No. 47. JACOB VINGER.—The claim of Jacob Vinger to his farm, on which he now lives, comprehending the two tracts of land mentioned in his notice, entered in full length with the former Commissioners of the Land Office at Detroit, in volume 1, page 89, under the date of the 14th November, 1805, to wit: one tract of three arpents in front, by forty in depth, and the other of two arpents in front, by sixty in depth, making together two hundred and forty arpents, was taken into consideration; whereupon, Gabriel Godfroy was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that the claimant has been in possession and occupancy of the tract of three arpents by forty, since the 21st of December, 1791; that the other tract of two arpents by sixty was in possession of and tenanted by William Robertson a long time previous to the 1st of July, 1796, and continued so until the 9th February, 1798, when he sold, to the claimant, who, since that time to this day, has possessed and occupied the same, together with the other tract which he then united to make but one farm.

And thereupon it doth appear to the commissioners that the claimant is entitled to the aforesaid tract of land, and that he have a certificate thereof, which certificate shall be No. 47; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to to-morrow at ten o'clock in the forenoon.

FRIDAY, August 7, 1807.

The Board met at ten o'clock in the forenoon, pursuant to adjournment; and, there being no business, adjourned to to-morrow, at ten o'clock in the forenoon.

SATURDAY, August 8, 1807.

The Board met at ten o'clock in the forenoon, pursuant to adjournment.

No. 48. THOMAS SMITH.—The claim of Thomas Smith to a tract of land on the river Ecorce, in the district of Detroit, containing, by estimation, three hundred and thirty-five acres, bounded on the north by the farm of An-

toine Baron, and the south by the lands of Jonathan Schieffelin, on the east by the waters of said river Ecorce, and west by a meridian line, called the second concession line, which was entered in full length with the former Commissioners of the Land Office at Detroit, in volume 1st, page 103, under the date of 19th February, 1805, was taken into consideration; whereupon, Simon Drouillard was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that previous to the 1st of July, 1796, the claimant was in possession of and tenanted the premises, and has continued so to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the aforesaid tract of land, and that he have a certificate thereof, which certificate shall be No. 48; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to Monday next, at ten in the forenoon.

MONDAY, August 10, 1807.

The Board met at ten o'clock in the forenoon, pursuant to adjournment; and, there being no business, adjourned to to-morrow, at ten in the forenoon.

TUESDAY, August 11, 1807.

The Board met at ten in the forenoon, pursuant to adjournment; and, there being no business, adjourned to to-morrow, at ten in the forenoon.

WEDNESDAY, August 12, 1807.

The Board met at ten in the forenoon, pursuant to adjournment; and, there being no business, adjourned to to-morrow, at ten in the forenoon.

THURSDAY, August 13, 1807.

The Board met at ten in the forenoon, pursuant to adjournment; and, there being no business, adjourned to to-morrow, at ten in the forenoon.

FRIDAY, August 14, 1807.

The Board met at ten in the forenoon, pursuant to adjournment; and, there being no business, adjourned to to-morrow, at ten in the forenoon.

SATURDAY, August 15, 1807.

The Board met at ten in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Monday next, at ten in the forenoon.

MONDAY, August 17, 1807.

The Board met at ten in the forenoon, pursuant to adjournment; and, there being no business, adjourned to to-morrow, at ten in the forenoon.

TUESDAY, August 18, 1807.

The Board met at ten in the forenoon, pursuant to adjournment; and, there being no business, adjourned to to-morrow, at ten in the forenoon.

WEDNESDAY, August 19, 1807.

The Board met at ten in the forenoon, pursuant to adjournment; and, there being no business, adjourned to to-morrow, at ten in the forenoon.

THURSDAY, August 20, 1807.

The board met at ten in the forenoon, pursuant to adjournment; and, there being no business, adjourned to to-morrow, at ten in the forenoon.

FRIDAY, August 21, 1807.

The Board met at ten in the forenoon, pursuant to adjournment; and, there being no business, adjourned to to-morrow, at ten in the forenoon.

SATURDAY, August 22, 1807.

The Board met at ten in the forenoon, pursuant to adjournment.

No. 49. MATTHEW DONOVAN.—The claim of Matthew Donovan, to his farm on river Rouge, comprehending two tracts adjoining together, and making but one farm, or tract, entered in full length with the former Commissioners of the Land Office at Detroit, in volume 1st, page 441, under the date of the 23d December, 1805, containing six arpents in front on river Rouge, and extending in depth to the lands of the St. Cosme family, bounded below by the lands of Jesse Burbank, and above by the lands of John Cisse, not to exceed four hundred and eighty arpents in the whole, was taken into consideration; whereupon, François Chovin was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that the above farm was in the possession and occupancy of Jacques Lasselle and John Shaw previous to the 1st of July, 1796, and continued so until they sold to the present claimant, who, since that time to this day, has been in possession of and has tenanted the same.

And thereupon it doth appear to the commissioners that the claimant is entitled to the aforesaid farm, and that he have a certificate thereof, which certificate shall be No. 49; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 50. JOHN CONNELLY.—The claim of John Connelly to his farm on river Rouge, comprehending two tracts adjoining together, and composing but one tract, or farm, entered in full length with the former Commissioners of the Land Office at Detroit, in volume 1st, page 269, under the date of the 29th November, 1805, containing six arpents in front on river Rouge, and extending back to the lands of the St. Cosme family, bounded below by the lands of the late Joseph Voyer, deceased, and above by the lands of Charles Chovin, not to exceed four hundred and eighty acres in the whole, was taken into consideration; whereupon, François Chovin was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st of July, 1796, Jacob Young and Charles Chovin were in possession and occupancy of the premises, and continued so until they sold to the present claimant, who, since that time to this day, has been in possession and occupancy of the same.

And thereupon it doth appear to the commissioners that the claimant is entitled to the aforesaid farm, and that he have a certificate thereof, which certificate shall be No. 50; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 51. JESSE BURBANK.—The claim of Jesse Burbank to a farm on river Rouge, which was entered in full length with the former Commissioners of the Land Office at Detroit, in volume 1st, page 69, under the date of the 16th January, 1805, containing three acres in front, and extending in depth to the lands of the St. Cosme family, not to exceed three hundred acres in the whole, bounded above by the lands of Matthew Donovan, and below by the lands of the late James Donaldson, deceased, was taken into consideration; whereupon, François Chovin was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st of July, 1796, the claimant was in possession of, tenanted the premises, and has continued so to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the aforesaid tract of land, and that he have a certificate thereof, which certificate shall be No. 51; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to Monday next, at ten o'clock in the forenoon.

MONDAY, August 24, 1807.

The Board met, at ten o'clock in the forenoon, pursuant to adjournment; and, there being no business, adjourned to to-morrow, at ten in the forenoon.

TUESDAY, August 25, 1807.

The Board met at ten in the forenoon, pursuant to adjournment; and, there being no business, adjourned to to-morrow, at ten in the forenoon.

WEDNESDAY, August 26, 1807.

The Board met at ten in the forenoon, pursuant to adjournment; and, there being no business, adjourned to to-morrow, at ten in the forenoon.

THURSDAY, August 27, 1807.

The Board met at ten in the forenoon, pursuant to adjournment; and, there being no business, adjourned to to-morrow, at ten in the forenoon.

FRIDAY, August 28, 1807.

The Board met at ten in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Monday next, at ten in the forenoon.

MONDAY, August 31, 1807.

The Board met at ten in the forenoon, pursuant to adjournment; and, there being no business, adjourned to to-morrow, at ten in the forenoon.

TUESDAY, September 1, 1807.

The Board met at ten in the forenoon, pursuant to adjournment; and, there being no business, adjourned to to-morrow, at ten in the forenoon.

WEDNESDAY, September 2, 1807.

The Board met at ten in the forenoon, pursuant to adjournment; and, there being no business, adjourned to to-morrow, at ten in the forenoon.

THURSDAY, September 3, 1807.

The Board met at ten in the forenoon, pursuant to adjournment; and, there being no business, adjourned to to-morrow, at ten in the forenoon.

FRIDAY, September 4, 1807.

The Board met at ten in the forenoon, pursuant to adjournment; and, there being no business, adjourned to to-morrow, at ten in the forenoon.

SATURDAY, September 5, 1807.

The Board met at ten in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Monday next, at ten in the forenoon.

MONDAY, September 7, 1807.

The Board met at ten in the forenoon, pursuant to adjournment.

No. 52. JOHN DODEMEAD.—The claim of John Dodemead, Esquire, to his farm on river Rouge, of seven acres in front and rear, more or less, marked on the east by a *bois blanc*, and on the west by a *cherry tree*, bounded in front by the river Rouge, and in rear by the Pattawatamies road, not to exceed, in the whole, six hundred and forty acres, and which was entered in full length with the former Commissioners of the Land Office at Detroit, in volume 1st, page 1, under the date of the 3d January, 1805, was taken into consideration; whereupon, William Cissne was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st of July, 1796, the claimant was in possession of and tenanted the premises, and has continued so to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the aforesaid tract of land, and that he have a certificate thereof, which certificate shall be No. 52; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to Thursday next, at ten in the forenoon.

THURSDAY, September 10, 1807.

The Board met at ten in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Saturday next, at nine in the forenoon.

SATURDAY, September 12, 1807.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Tuesday next, at nine in the forenoon.

TUESDAY, September 15, 1807.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Friday next, at nine in the forenoon.

FRIDAY, September 18, 1807.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Monday next, at nine in the forenoon.

MONDAY, September 21, 1807.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Thursday next, at nine in the forenoon.

THURSDAY, September 24, 1807.

The Board met at nine in the forenoon, pursuant to adjournment.

No. 53. JOHN ANDERSON.—The claim of John Anderson to a farm, on the north side of the river Aux Raisins, containing four arpents in front, by forty in depth, bounded in front by the said river Aux Raisins, and in rear by the lands of the settlement on river Aux Sables, on the east by the lands of Robert Navarre, and on the west by the lands of James and Francis Lasselle, which was entered in full length with the former Commissioners of the Land Office at Detroit, in volume 1st, page 68, under the date of the 11th November, 1805, was taken into consideration; whereupon, Joseph Jobin was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that Eutreau Navarre was in possession and occupancy of the above premises from the year 1789 until he sold it to the present claimant, who since has been in constant possession and occupancy until this date.

And thereupon it doth appear to the commissioners that the claimant is entitled to the aforesaid tract of land, and that he have a certificate thereof, which certificate shall be No. 53; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to Saturday next, at nine in the forenoon.

SATURDAY, September 26, 1807.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Tuesday next, at nine in the forenoon.

TUESDAY, September 29, 1807.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Friday next, at nine in the forenoon.

FRIDAY, October 2, 1807.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Monday next, at nine in the forenoon.

MONDAY, October 5, 1807.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Thursday next, at nine in the forenoon.

THURSDAY, October 8, 1807.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Saturday next, at nine in the forenoon.

SATURDAY, October 10, 1807.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Tuesday next, at nine in the forenoon.

TUESDAY, October 13, 1807.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Friday next, at nine in the forenoon.

FRIDAY, October 16, 1807.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to to-morrow, at nine in the forenoon.

SATURDAY, October 17, 1807.

The Board met at nine in the forenoon, pursuant to adjournment.

No. 99. JOSEPH WEAVER.—The claim of Joseph Weaver was taken into consideration; whereupon, John Dode-mead, junior, was brought forward as a witness in behalf of the claimant; who, being duly sworn, deposes and says, that he was present, and signed as a witness, when a certain deed of conveyance was executed by the widow of William Hurst, deceased, and her three sons, to Joseph Weaver; that he saw the said widow and her three sons sign the aforesaid deed, and deliver the same to Joseph Weaver; that William Murphy was present at the whole of the transaction, and made no objection whatever to the execution of the said deed of conveyance.

Solomon Sibley, counsel for Joseph Weaver, and Harris H. Hickman, counsel for William Murphy, attended; the case was fully argued, and was postponed for further consideration.

And then the Board adjourned to Monday next, at nine in the forenoon.

MONDAY, October 19, 1807.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Thursday next, at nine in the forenoon.

THURSDAY, October 22, 1807.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Saturday next, at nine in the forenoon.

SATURDAY, October 24, 1807.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Tuesday next, at nine in the forenoon.

TUESDAY, October 27, 1807.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Friday next, at nine in the forenoon.

FRIDAY, October 30, 1807.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Monday next, at nine in the forenoon.

We do certify the foregoing to be a true transcript of the proceedings of the Commissioners of the Land Board at Detroit, this 31st day of October, 1807.

STANLEY GRISWOLD,
PETER AUDRAIN,
JAMES ABBOTT.

No. 3.

Transcript of the proceedings of the Commissioners to adjust the Claims to Lands in the District of Detroit, from the 2d to the 30th day of November, 1807.

MONDAY, November 2, 1807.

The Board met at ten o'clock in the forenoon, pursuant to adjournment.

No. 54. WILLIAM WALKER.—The claim of William Walker to a farm, on which he now lives, at the mouth of river Detroit, near Brown's town, in the district of Detroit, containing, by estimation, three hundred acres of land, and which had been entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 174, under the date of the 22d day of November, 1805, was taken into consideration: whereupon, George McDougall, Esq. was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, in the year 1790, the claimant was in actual possession and occupancy of the premises, and has continued so to this day.

And thereupon, it doth appear to the commissioners, that the claimant is entitled to the aforesaid tract of land, and that he have a certificate thereof, which certificate shall be No. 54; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, (not to exceed three hundred acres,) to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to to-morrow, at ten o'clock in the forenoon.

TUESDAY, November 3, 1807.

The Board met at ten o'clock in the forenoon, pursuant to adjournment; and, there being no business, adjourned to to-morrow, at ten o'clock in the forenoon.

WEDNESDAY, November 4, 1807.

The Board met at ten o'clock in the forenoon, pursuant to adjournment; and, there being no business, adjourned to to-morrow, at ten o'clock in the forenoon.

THURSDAY, November 5, 1807.

The Board met at ten o'clock in the forenoon, pursuant to adjournment; and, there being no business, adjourned to to-morrow, at ten o'clock in the forenoon.

FRIDAY, November 6, 1807.

The Board met at ten o'clock in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Monday next, at ten o'clock in the forenoon.

MONDAY, November 9, 1807.

The Board met at ten o'clock in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Wednesday next, at ten o'clock in the forenoon.

WEDNESDAY, November 11, 1807.

The Board met at ten o'clock in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Saturday next, at ten o'clock in the forenoon.

SATURDAY, November 14, 1807.

The Board met at ten o'clock in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Monday next, at ten o'clock in the forenoon.

MONDAY, November 16, 1807.

The Board met at ten o'clock in the forenoon, pursuant to adjournment.

No. 55. The claim of JOHN, WILLIAM, and DAVID M'COMB, sons and heirs of the late William M'Comb, deceased, to three tracts of land, united in one farm, which was entered in full length with the former Commissioners of the Land Office at Detroit, in vol. 1st, page 354, under the date of the 2d December, 1805, and containing as follows, to wit: one tract of three arpents, or acres, in front, by forty in depth; another tract of two arpents, or acres, by eighty in depth; another tract of two arpents, or acres, by forty in depth; making, in the whole, three hundred and sixty acres, was taken into consideration: whereupon, James May, Esq. was brought forward as a witness in behalf of the claimants, who, being duly sworn, deposed and said, that the late William M'Comb, deceased, was in possession and occupancy of the above described premises a long time previous to the 1st July, 1796, and that, since his death, the executors of his last will and testament have tenanted the aforesaid premises to this day.

And thereupon, it doth appear to the commissioners that the claimants are entitled to the aforesaid farm, and that they have a certificate thereof, which certificate shall be No. 55; and that they cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to to-morrow, at ten o'clock in the forenoon.

TUESDAY, November 17, 1807.

The Board met at ten o'clock in the forenoon, pursuant to adjournment; and, there being no business, adjourned to to-morrow, at ten o'clock in the forenoon.

WEDNESDAY, November 18, 1807.

The Board met at ten o'clock in the forenoon, pursuant to adjournment; and, there being no business, adjourned to to-morrow, at ten o'clock in the forenoon.

THURSDAY, November 19, 1807.

The Board met at ten in the forenoon, pursuant to adjournment.

No. 56. GEORGE M'DOUGALL, Esq.—The claim of George M'Dougall, Esq. which had been duly entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 189, under the date of 28th November, 1805, was taken into consideration. The said claim is to a tract of land described as follows, to wit: bounded in front by lake Erie; in rear, N. 45° W. by the high road leading from Detroit to the State of Ohio; on the N. E. by Stoney creek; going up said creek, following the meanders of the creek nearly in a northwest direction, until it intersects the said high road, where the four acre lot of land belonging to the proprietor of the Stoney creek mill (whereon a saw mill, and a grist mill, and out-houses, now stand;) thence S. 45° west, by magnet, following the said high road, and the line of the said four acre lot, and continuing the course of the said high road, until it intersects Sandy creek; thence down said creek, following the meanders thereof, until it strikes the portage, where the said creek formerly emptied into lake Erie; thence across said portage, or sand bank, to lake Erie; from whence, following the course of the lake, to the place of departure, at Stoney creek, which, in a straight line through the said lake, N. 30° E. by magnet, is said to be one hundred and thirty-seven chains; excepting therefrom a farm claimed by Pierre Doucet, of four acres in front by twenty-five in depth, adjoining the aforesaid high road on Sandy creek.

Francis Navarre, Esq. was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, Antoine Gui, Joseph Berkiaume, Louis Bourdeaux, and Pierre Beauchamp, was in possession and occupancy of the premises, and continued so until they respectively sold to the present claimant, who has since, to this day, been in possession and occupancy of the same.

And thereupon, it doth appear to the commissioners that the claimant is entitled to the above described farm, which is not to exceed, in the whole, six hundred and forty acres; and that he have a certificate thereof, which certificate shall be No. 56; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 57. PIERRE DOUCET.—The claim of Pierre Doucet to a tract of land, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 332, under the date of the 30th November, 1805, was taken into consideration. This tract contains four arpents in front, by twenty-five in depth, on the north side of Sandy creek; bounded in front by the said creek; in rear by the lands of George M'Dougall, Esq.; on the east by the same George M'Dougall; and on the west, by the high road: whereupon, Francis Navarre, Esq. was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the first of July, 1796, Joseph Portier Benac was in possession and occupancy of the premises, and continued until he sold to the claimants, who, since that time, to this day, has possessed and occupied the same.

And thereupon, it doth appear to the commissioners that the claimant is entitled to the aforesaid tract of land, and that he have a certificate thereof, which certificate shall be No. 57; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 58. ROBERT, *alias* TOUTON NAVARRE.—The claim of Robert, *alias* Touton Navarre, to a tract of land on the river Raisins, which had been duly entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 73, under the date of the 14th January, 1805, was taken into consideration. This tract contains four arpents in front, by forty in depth, is bounded in front by the said river Raisins, and in rear, by the lands of the settlement on Sandy creek; on the east, by the lands of James and Francis Lasselle; and on the west, by the lands of Colonel John Anderson: whereupon, George M'Dougall, Esq. was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that several years previous to the 1st July, 1796, the claimant was in possession and occupancy of the premises, and has continued so to this day.

And thereupon, it doth appear to the commissioners that the claimant is entitled to the aforesaid tract of land, and that he have a certificate thereof, which certificate shall be No. 58; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to to-morrow, at ten o'clock in the forenoon.

FRIDAY, November 20, 1807.

The Board met at ten o'clock in the forenoon, pursuant to adjournment; and, there being no business, adjourned to to-morrow, at ten o'clock in the forenoon.

SATURDAY, November 21, 1807.

The Board met at ten o'clock in the forenoon, pursuant to adjournment.

No. 59. ANN COATES.—The claim of Ann Coates to a tract of land of two and a half acres, on river Rouge, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 67, under the date of the 11th January, 1805, was taken into consideration. This tract contains two and a half acres of land in front, bounded in front by the said river Rouge, and in rear by the lands of the St. Cosme's family, now bounded by the lands of Captain Nelson on one side, and on the other side by the lands of Jesse Burbank: whereupon, John Shaw was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, one John Carrol was in possession and occupancy of the premises, and continued so until his death: that the widow of the said Carrol married one Daniel Pursley, and they continued on the premises until they sold to the late James Donaldson, deceased, father of this claimant, who, since the death of her father, has tenanted the premises to this day.

And it appearing to the commissioners that the claimant is entitled to the aforesaid tract of land, and that she have a certificate thereof, which certificate shall be No. 59; and that she cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to Monday next, at ten in the forenoon.

MONDAY, November 23, 1807.

The Board met at ten o'clock in the forenoon, pursuant to adjournment; and, there being no business, adjourned to to-morrow, at ten o'clock in the forenoon.

TUESDAY, November 24, 1807.

The Board met at ten o'clock in the forenoon, pursuant to adjournment; and, there being no business, adjourned to to-morrow, at ten o'clock in the forenoon.

WEDNESDAY, November 25, 1807.

The Board met at ten in the forenoon, pursuant to adjournment; and, there being no business, adjourned to to-morrow, at ten o'clock in the forenoon.

THURSDAY, November 26 1807.

The Board met at ten o'clock in the forenoon, pursuant to adjournment.

No. 60. JAMES BABY, Esq.—The claim of James Baby, Esq. to a certain tract of land, part of a larger tract, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 2, page 69, under the date the 18th February, 1805, was taken into consideration.

On that tract are erected two valuable grist mills, and it is not to exceed six hundred and forty acres. It is described and bounded as follows, to wit: beginning at a post on the east border of the fork of river Rouge, then running north 60° 30'; east 111.0 chains; then north 29° 30'; west 90.0 chains; then south 60° 30' west, to the intersection of Lorain's line; then south 29° 30' east, to the west bank of said fork; then along the said bank 3.0 chains, below the mill-dam; then south 45° east, to the east border of said fork; then along the said border, down stream, to the place of beginning: whereupon, Colonel Gabriel Godfroy was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, more than twenty years ago, the late Duperon Baby, father to the claimant, was in possession and occupancy of the said premises; that, at his death, the said large tract, whereof this claim is but a part, was left to his widow and family; and that this claimant, in the division of the estate of his father, became possessed of the above described tract, and has since continued in possession and occupancy to this day.

And thereupon, it doth appear to the commissioners that the claimant is entitled to the aforesaid tract of land, and that he have a certificate thereof, which certificate shall be No. 60; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 61. AMBROISE RIOPEL.—The claim of Ambroise Riopel to a farm on river Rouge, on the fork called les Arbres Matachés, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 2, page 210, under the date of 25th February, 1805, was taken into consideration. This tract contains, by estimation, two hundred and forty arpents, or French acres, it being six arpents in front by forty in depth, bounded above by the lands of John Stenbeck, and below by the lands formerly possessed by a Mr. Rhenolds: whereupon, Colonel Gabriel Godfroy was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, one Jonathan Harkley was in possession and occupancy of the premises, until he sold to James Baby, who sold to James Lasselle, who sold to Francis Lafontaine, who sold to the claimant, who ever since has possessed and occupied the same.

And thereupon, it doth appear to the commissioners that the claimant is entitled to the aforesaid tract of land, and that he have a certificate thereof, which certificate shall be No. 61; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to to-morrow, at ten o'clock in the forenoon.

FRIDAY, November 27, 1807.

The Board met at ten o'clock in the forenoon, pursuant to adjournment; and, there being no business, adjourned to to-morrow, at ten o'clock in the forenoon.

SATURDAY, November 28, 1807.

The Board met at ten o'clock in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Monday next, at ten o'clock in the forenoon.

MONDAY, November 30, 1807.

The Board met at ten o'clock in the forenoon, pursuant to adjournment; and, there being no business, adjourned to to-morrow, at ten o'clock in the forenoon.

STANLEY GRISWOLD,
PETER AUDRAIN,
JAMES ABBOTT.

No. 4.

Transcript of the proceedings of the Commissioners of the Land Office at Detroit, from the 1st day of December, 1807, to the 31st of the same month, inclusively.

TUESDAY, December 1, 1807.

The Board met at ten o'clock in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Thursday next, at ten in the forenoon.

THURSDAY, December 3, 1807.

The Board met at ten in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Saturday next, at ten o'clock in the forenoon.

SATURDAY, December 5, 1807.

The Board met at ten o'clock in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Monday next, at ten o'clock in the forenoon.

MONDAY, December 7, 1807.

The Board met at ten o'clock in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Wednesday next, at ten o'clock in the forenoon.

WEDNESDAY, December 9, 1807.

The Board met at ten o'clock in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Friday next, at ten o'clock in the forenoon.

FRIDAY, December 11, 1807.

The Board met at ten o'clock in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Monday next, at ten o'clock in the forenoon.

MONDAY, December 14, 1807.

The Board met at ten o'clock, pursuant to adjournment.

No. 62. CHRISTOPHER TUTTLE.—The claim of Christopher Tuttle, as grantee of James Knaggs, which had been entered at full length with the former Commissioners of the Land Office at Detroit, in vol. 1, page 69, under the date of the 11th November, 1805, was taken into consideration; and hereupon, the said Christopher Tuttle appeared and produced unto the Board a deed of conveyance in fee simple of the said tract of land from the said James Knaggs to him, bearing date the 30th December, 1806, which deed is in the following words, to wit:

"Know all men by these presents, that I, James Knaggs, of the river Raisins, in the district of Erie, for and in consideration of two hundred pounds, New York currency, to me in hand paid, the receipt whereof I do hereby acknowledge, have sold, bargained and transferred, and by these presents do sell, bargain and transfer, unto Christopher Tuttle, of Detroit, his heirs, executors, administrators, and assigns, all my right, title, claim, and interest to the farm, house and out-houses, I now occupy, situated, lying, and being on the north side of the river Aux Raisins, consisting of three arpents in front, and running forty arpents back, bounded south and front by said river Raisins; west, by the lands and tenements of Ignace Bouchard; and east, by the lands claimed by Messrs. Campeau and sisters: To have and to hold the said farm, house and out-houses, with all and every of the appurtenances and privileges thereunto in anywise belonging, to the said Christopher Tuttle, his heirs, executors, administrators, and assigns, to have and to hold forever; hereby warranting and defending the same against the claims of myself, my heirs, executors, administrators, and assigns, and all and every other person, the claim of the Government of the United States excepted; the said Knaggs, nevertheless, promises and obligates himself to use the utmost of his endeavors to procure for the said Tuttle, from the Government of the United States, a good and sufficient governmental deed for the said premises; the said Tuttle, to pay the expenses of the same.

"In testimony whereof, I have hereunto set my hand and affixed my seal at the river Raisins, in the district of Erie, this thirteenth day of December, one thousand eight hundred and six.

"JAMES KNAGGS." [L. s.]

"Signed, sealed, and delivered, in the presence of

JOHN ANDERSON,
JACQUES CICOT."

Israel Ruland was brought forward as a witness in behalf of the claimants, who, being duly sworn, deposed and said, that the said tract of land was first improved in the year 1786 or 1787, by Ignace Bouchard, and has been occupied without any interruption to this day.

And thereupon, it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 62; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to Wednesday next, at ten o'clock in the forenoon.

WEDNESDAY, December 16, 1807.

The Board met at ten o'clock in the forenoon, pursuant to adjournment.

No. 63. JEAN BAPTISTE LASSELLE.—The claim of Jean Baptiste Lasselle to a farm on river Raisins, containing, by estimation, one hundred and eighty arpents, it being four and half arpents in front, by forty in depth, which had been entered at full length with the former Commissioners of the Land Office at Detroit, in vol. 1, page 70, under the date of the 11th November, 1805; is bounded in front by the said river Raisins, in rear by the settlements of river Aux Sables, on the east by Jacques and François Lasselle, and west by the heirs of the late Alexis Campeau, deceased, was taken into consideration: whereupon, Israel Ruland was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the claimant was in possession and occupancy of the premises, and has continued so to this day.

And thereupon, it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 63; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to Friday next, at ten o'clock in the forenoon.

FRIDAY, December 18, 1807.

The Board met at ten o'clock in the forenoon, pursuant to adjournment.

No. 64. JEAN BAPTISTE JEREAUME.—The claim of Jean Baptiste Jereau to a farm on river Raisins, containing, by estimation, eighty arpents, it being two arpents in front by forty in depth, which had been entered at full length with the former Commissioners of the Land Office at Detroit, in vol. 1, page 345, under the date of the 30th November, 1805, bounded in front by said river, in rear by the settlement on river Aux Sables, east by Antoine Bondi, and west by a farm claimed by Messrs. Godfroy and Beaugrant, was taken into consideration: whereupon, Israel Ruland was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the claimant was in possession and occupancy of the premises, and has since continued to this day.

And thereupon, it doth appear to the commissioners that the claimant is entitled to the aforesaid tract of land, and that he have a certificate thereof, which certificate shall be No. 64; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to Monday next, at ten o'clock in the forenoon.

MONDAY, December 21, 1807.

The Board met at ten o'clock in the forenoon, pursuant to adjournment.

No. 65. BADI LABADI.—The claim of Alexis, dit Badi Labadi, to a farm on the north side of river Raisins, which had been entered at full length with the former Commissioners of the Land Office at Detroit, in vol. 1, page 90, under date of 16th January, 1805, was taken into consideration. It contains, by estimation, three hundred arpents of land, it being three arpents in front by one hundred in depth, bounded in front by said river Raisins, above by the heirs of Alexis Campeau, and below by the lands of Sanscrainte. Whereupon, Israel Ruland was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, a long time previous to the 1st July, 1796, Pierre Descontes Labadi was in possession of, and tenanted the premises, and continued so until he sold to the claimant, (on the 25th September, 1797) who has since to this day possessed and occupied said premises.

And thereupon, it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 65; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to to-morrow, at ten o'clock in the forenoon.

TUESDAY, December 22, 1807.

The Board met at ten o'clock in the forenoon, pursuant to adjournment.

No. 66. JOHN COATES.—The claim of John Coates to a tract of land on the river Rouge, of six acres in front, and extending in depth to the line of the St. Cosme family's land, not to exceed six hundred and forty acres in the whole, being part and parcel of a larger tract of sixteen acres in front, entered by Mrs. Ann Coates with the former Commissioners of the Land Office at Detroit, in vol. 1, page 67, under the date of 11th January, 1805; bounded in front by the said river Rouge, below by John Kirby, and above by lands owned by Joseph Kilburn.

Whereupon, as evidence of his claim, the claimant's mother, Mrs. Ann Coates, exhibited to the commissioners a legal copy of the will of the late James Donaldson, deceased, grandfather to the claimant, from which the following is extracted, viz:

"I give and bequeath to John Coates my farm on the river Rouge, of six acres."

John Cissne was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the late James Donaldson, deceased, was in possession and occupancy of the premises, and continued so until his death; since which time, Ann Coates, one of the executors, has been in possession of and tenanted the premises to this day, for the use of the claimant.

And thereupon, it doth appear to the commissioners that the claimant is entitled to the above described tract of

land, and that he have a certificate thereof, which certificate shall be No. 66; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 67. JAMES MCGILL.—The claim of James McGill to a tract of land on the north side of river Detroit, beginning in front by the said river Detroit, on southwest by the entrance of river Rouge, and on the northeast by —, containing, by estimation, two hundred acres; it being four arpents in front by fifty in depth, which was entered by John Askin, Esquire, in full length with the former Commissioners of the Land Office at Detroit, in vol. 1, page 134, under the date of 19th November, 1805, was taken into consideration: whereupon John Shaw was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st of July, 1796, the said John Askin was in possession and tenanted the premises, and continued so until he sold to the claimant, who ever since has possessed and tenanted the same.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 67; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 68. ISAAC TODD.—The claim of Isaac Todd to a farm on the north side of river Raisins, containing, by estimation, four hundred and eighty arpents, it being four arpents in front by one hundred and twenty arpents in depth, bounded in front by the said river Raisins, above by lands of the claimant, and below by one Hivon; which was entered in full length with the former Commissioners of the Land Office at Detroit, in vol. 1, page 123, under the date of 19th November, 1805, was taken into consideration: whereupon, Israel Ruland was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, John Askin was in possession of and tenanted the premises, and continued so until he sold to the claimant, who since that time to this day has possessed and tenanted the same.

And thereupon it doth appear to the commissioners that the claimant is entitled to the aforesaid tract of land, and that he have a certificate thereof, which certificate shall be No. 68; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to to-morrow at ten o'clock in the forenoon.

WEDNESDAY, December 23, 1807.

The Board met at ten o'clock in the forenoon, pursuant to adjournment.

No. 69. THE WIDOW OF GODFREY CORBUS.—The claim of the widow of Godfrey Corbus to a tract of land on the north side of river Rouge, which was entered at full length by the late Godfrey Corbus, with the former Commissioners of the Land Office at Detroit, in vol. 1, page 6, under the date of 4th November, 1805, containing, by estimation, one hundred and fifty arpents, it being six acres in front by twenty-five acres in depth, was taken into consideration: whereupon, François Chauvin was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, Godfrey Corbus was in possession and occupancy of the premises, and continued so until he died; since which time the claimant has occupied the premises to this day, as administratrix to the estate of her late deceased husband.

And thereupon it doth appear to the commissioners that the claimant, as administratrix, is entitled to the above described tract of land, and that she have a certificate thereof, which certificate shall be No. 69; and that she cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 70. JAMES HOPKINS.—The claim of James Hopkins to tract of land on the south side of river Rouge, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 11, under the date of 4th November, 1805, containing, by estimation, one hundred and sixty acres, it being four acres in front by forty in depth, was taken into consideration: whereupon, John Cissne was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the late Joseph Cissne, Esquire, was in possession and occupancy of the premises; that he made a present of the same to his nephew, John Driver, who sold the same to Richard Jones, from whom the present claimant purchased, and has occupied the same to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 70; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to to-morrow, at ten o'clock in the forenoon.

THURSDAY, December 24, 1807.

The Board met at ten o'clock in the forenoon, pursuant to adjournment.

No. 71. ETIENNE LEBEAU.—The claim of Etienne Lebeau to a tract of land on river Aux Sables, entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 324, under the date of 30th November, 1805, containing, by estimation, two hundred and ten arpents, it being six arpents, seventeen chains, and fifty links in front by thirty-five in depth, bounded in front by the said river, in rear by the marshes, east by Joseph Menard, and west by the same Joseph Menard: whereupon Batiste Solo was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, one Joseph Godin was in possession and occupancy of the premises until he sold to the claimant, who has possessed and occupied the same to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 71; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 72. THE WIDOW OF LOUIS GAILLARD, DECEASED.—The claim of the widow of Louis Gaillard, deceased, to a tract of land on river Aux Sables, entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 351, under the date of the 30th November, 1805, containing, by estimation, seventy-five arpents, it being three arpents in front by twenty-five in depth, bounded in front and south by said river, east by Jean Batiste Lisleronde, and west by Phillis Desnoyer, was taken into consideration: whereupon, Batiste Solo was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the late Louis Gaillard, deceased, was in possession and occupancy of the premises, and continued so until he died; since which time the present claimant, his widow, has possessed and occupied the same to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the aforesaid tract of land, and that she have a certificate thereof, which certificate shall be No. 72; and that she cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to Saturday next, at ten o'clock in the forenoon.

SATURDAY, December 26, 1807.

The Board met at ten o'clock in the forenoon, pursuant to adjournment.

No. 73. Captain JOSEPH MENARD.—The claim of Captain Joseph Menard to a tract of land on the river Aux Sables, entered with the former Commissioners of the Land Office at Detroit, vol. 1, page 198, under date of 23d November, 1805, containing, by estimation, ninety arpents, altogether; bounded in front by the said river Aux Sables; west by Etienne Lebeau, following his division line forty acres in depth; on the south, towards the river Aux Raisins; on the east, by the marsh of said river Aux Sables, was taken into consideration: whereupon, Batiste Solo

was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, Joseph Portier Benac was in possession and occupancy of the premises, and continued so until he sold to the claimant, who has possessed and occupied the same since that time to this day.

And thereupon, it doth appear to the commissioners that the claimant is entitled to the above tract of land, and that he have a certificate thereof, which certificate shall be No. 73; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 74. The widow of ALEXIS DELILLE.—The claim of widow Marianne Delille, grantee of James and Francis Lasselle, who were grantees of Joseph Delille, which claim the said Joseph Delille entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 261, under the date of 28th November, 1805, to a tract of land on the river Rouge, containing, by estimation, one hundred and twenty arpents, it being three arpents in front by forty in depth; bounded in front by the river Rouge, in rear by lands claimed by Messrs. Lasselle and Berthelet, on one side by Jean Batiste Cicot, and on the other by lands now claimed by Alexis Coquillard, was taken in consideration; whereupon, the claimant produced the two following deeds of conveyance, viz:

TERRITOIRE DE MICHIGAN, District du Detroit:

Par devant les temoins soussignés, fut présent Joseph Delille, habitant, demeurant à la rivière Rouge, dans le district du Detroit, lequel reconnoit par ces présentes avoir vendu, cédé, quitté, transporté, et délaissé, dès maintenant et à toujours, pour faire jouir et garantir de toutes dettes, hypothèques, dons, douaires, évictions, aliénations, et de tout empêchement généralement quelconque, (excepté de la part du Gouvernement des États Unis) à Messrs. Jacques et François Lasselle, négociants, demeurants à la côté du sud-ouest, à ce présents acceptants acquéreurs, pour eux, leurs hoirs, et ayant cause à l'avenir, une terre, ou plantation, sise et située sur la rivière Rouge, district du Detroit, et territoire de Michigan, consistant en trois arpents de front sur quarante de profondeur, bornée par devant par la ditte rivière Rouge, et par derrière par des terres appartenantes à Messrs. Lasselle et Berthelet; d'un côté par Jean Batiste Cicot, et de l'autre par la terre ci-devant appartenante à Batiste Delisse, et à présent réclamée par Alexis Cerat, dit Coquillard, tel et ainsi que la ditte terre se poursuit et comporte de toutes parts, circonstances, et dépendances, que les dits acquéreurs disent bien savoir et connoître, et dont ils sont contents et satisfaits.

Cette vente, cession, transport, et délaissement, ainsi fait pour et moyennant la somme de deux cent vingt-cinq pouds, cours de la Nouvelle York, que le dit vendeur reconnoit avoir reçu comptant, lors et avant la passation des présentes, dont il les tient quittes et déchargés, ainsi que tous autres.

Au moyen de quoy le dit vendeur a de ce moment transporté, et par ces présentes transporte aux dits acquéreurs, leurs hoirs, et ayant cause à l'avenir, tous et tels droits de propriété, noms, raisons, actions, et tous autres droits qu'il a et a pu avoir sur la ditte terre, voulant et entendant qu'ils en soient mis en bonne possession et seigneurie, par qui et ainsi qu'il appartiendra en vertu des présentes.

Le dit Joseph Delille déclare avoir eu cette terre pour sa part et portion d'héritage des biens de feu Alexis Delille, son père, qui l'avait achetée du Chevalier Chabert, par contrat, passé au Detroit, le 14 Aout, 1784.

Fait et passé au Detroit, le 14 Juillet, 1806, et le dit Delille ayant déclaré ne savoir signer, a fait sa marque ordinaire, après que lecture lui a été faite des présentes, en présence des temoins qui ont signés.

Signé, scellé, et délivré, en présence de
CHABERT JONCAIRE et FRS. LAFONTAINE.

JOSEPH ^{sa} DELILLE, [L. s.]
marque.

TERRITORY OF MICHIGAN, to wit:

Personally appeared before me, the undersigned, one of the Justices assigned to keep the peace in the district of Detroit, the above Joseph Delille, the grantor, and acknowledged the foregoing instrument of writing to be his voluntary act and deed, for the purposes therein contained, and that, as such, it may be recorded. In testimony whereof I have hereunto set my hand and seal, at Detroit, the 14th July, 1806.

PETER AUDRAIN, [L. s.] J. P. D. D.

TERRITOIRE DE MICHIGAN, District du Detroit:

Par devant les temoins soussignés furent présents Jacques et François Lasselle, négociants, demeurant à la côté du sud-ouest, dans le district du Detroit, lesquelles reconnoissent par ces présentes avoir vendu, cédé, quitté, transporté, et délaissé, dès maintenant et à toujours, promettant faire jouir et garantir de toutes dettes, hypothèques, dons, douaires, évictions, et aliénations, et de tout empêchement généralement quelconque, à Dame Marianne, veuve de feu Alexis Delille, demeurant à la côté du sud-ouest, dans le district du Detroit, à ce présente, et acceptant pour elle, ses hoirs, et ayant cause à l'avenir, une terre ou plantation, sise et située sur la rivière Rouge, dans le district du Detroit, et territoire de Michigan, consistant en trois arpents de front sur quarante de profondeur, bornée par devant par la ditte rivière Rouge, et par derrière par des terres appartenantes à Messrs. Lasselle et Berthelet; d'un côté par Jean Batiste Cicot, et de l'autre côté par la terre ci-devant possédée par Batiste Delille, et à présent par Alexis Cerat, dit Coquillard, tel et ainsi que le tout se poursuit et comporte de toutes parts, circonstances, et dépendances, que la ditte Dame Marianne, veuve d'Alexis Delille, dit bien savoir et connoître, et dont elle est contente et satisfaite.

Cette vente, cession, transport, et délaissement, ainsi fait pour et moyennant la somme de deux cent vingt-cinq pouds, cours de la Nouvelle York, que les dits vendeurs reconnoissent avoir reçu de la ditte Dame Delille, qui leur en tient compte d'autant dans la vente qu'elle leur fait de sa terre à la côté du sud-ouest, sur laquelle elle demeure à présent, et dont ils la tiennent quitte et déchargée, ainsi que tous autres.

Au moyen de quoy les dits Jacques et François Lasselle ont de ce moment transporté, et par ces présentes transportent, à la ditte dame, veuve d'Alexis Delille, ses hoirs, et ayant cause à l'avenir, tous et tels droits de propriété, noms, raisons, actions, et tous autres droits qu'ils ont et ont pu avoir sur la ditte terre, voulant et entendant qu'elle en soit mise en bonne possession et seigneurie, par qui et ainsi qu'il appartiendra en vertu des présentes, et qu'elle en jouisse et dispose comme d'un bien justement acquis.

Les dits Jacques et François Lasselle déclarent avoir acquis cette terre de Joseph Delille, par contrat, passé le 14 Juillet, présent mois, et qu'ils délivrent avec le présent contrat, lors de la signature des présentes.

Fait et passé dans le susdit district du Detroit, le 15 Juillet, 1806, et les dits Jacques et François Lasselle ont signé et scellé, après lecture faite des présentes, en présence des temoins soussignés.

J. & F. LASSELLE, [L. s.]

Signé, scellé, et délivré en présence de
CHABERT JONCAIRE et FRS. LAFONTAINE.

TERRITORY OF MICHIGAN, to wit:

Personally appeared before me, the undersigned, one of the Justices assigned to keep the peace in the district of Detroit, Jacques Lasselle, one of the grantors, who acknowledged the foregoing instrument of writing to be his act and deed, for the purposes therein contained; and that, as such, it may be recorded. In testimony whereof, I have hereunto set my hand and seal, at Detroit, the 15th day of July, 1806.

PETER AUDRAIN, [L. s.] J. P. D. D.

Whereupon, Colonel Francis Chabert was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, a long time previous to the 1st July, 1796, the premises were in possession and occupied by the said Joseph Delille, and continued so until he sold to James and Francis Lasselle, who tenanted the same until they sold to the present claimant, who has occupied the same to this day.

And thereupon, it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that she have a certificate thereof, which certificate shall be No. 74; and that she cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 75. Colonel FRANÇOIS CHABERT, for his children.—The claim of Colonel Francis Chabert, for the use of his children, born or to be born, of his present wife Mary Josette Chene, to a tract of land on the river Rouge, which was entered, at full length, with the former Commissioners of the Land Office at Detroit, in vol. 1, page 177, under the date of the 24th January, 1805, it being three arpents in front, and extending in depth to the lands of the family of St. Cosme, bounded in front by the river Rouge, above by the lands of the lake Desplaines, and below by the lands of Jean Baptiste Beaugrant: whereupon, Batiste Delille was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, a long time previous to the 1st July, 1796, Colonel Chabert occupied the premises, and has continued so to this day, as the property of his children.

And thereupon, it doth appear to the commissioners that the claimant is entitled to the above described tract of land, for his children, and that he have a certificate thereof, which certificate shall be No. 75; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to Monday next, at ten o'clock in the forenoon.

MONDAY, *December 23, 1807.*

The Board met at ten o'clock in the forenoon, pursuant to adjournment.

No. 76. The widow and heirs of PIERRE TESSIER, deceased.—The claim of the widow and heirs of the late Pierre Tessier, deceased, to a tract of land on the north side of river Raisins, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 339, under the date of 30th November, 1805, containing, by estimation, two hundred acres, it being two acres in front by one hundred in depth, bounded in front by the said river Raisins, in rear by unsettled lands, west by Nanet Baron, and east by Jean Baptiste Lasselle: whereupon, Batiste Solo was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the late Pierre Tessier, deceased, was in possession and occupancy of the premises, and continued so until his death; since which time the claimants have constantly occupied the premises.

And thereupon, it doth appear to the commissioners that the claimants are entitled to the above described tract of land, and that they have a certificate thereof, which certificate shall be No. 76; and that they cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 77. WHITMORE KNAGGS.—The claim of Whitmore Knaggs to a farm on river Detroit, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 2, page 262, under the date of the 1st of March, 1805, containing, by estimation, two hundred and ten acres, it being three and a half acres in front, by sixty acres in depth, bounded in front by the river Detroit, in rear by unconceded lands, on the west southwest by lands occupied by Jean Baptiste, dit Peniche Campeau, Jr. and on the east-northeast by lands of the heirs of Alexis Campeau, deceased, was taken into consideration: whereupon, Colonel Francis Chabert was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, a long time previous to the 1st of July, 1796, Joseph Gobeys was in possession and occupancy of the premises, and continued so until the 9th of August, 1803, when he sold to the claimant, who, since that time to this day, has occupied the premises.

And thereupon, it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 77; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 78. The heirs of ALEXIS CAMPEAU, deceased.—The claim of the heirs of Alexis Campeau, deceased, to a tract of land on the river Detroit, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 329, under the date of the 7th of February, 1805, containing, by estimation, one hundred and eighty arpents, it being four arpents and a half in front, by forty in depth; bounded in front by the river Detroit, in rear by unconceded lands, on the west-southwest by lands of Whitmore Knaggs, and on the east-northeast by the lands of Pierre Descontes Labadi, was taken into consideration: whereupon, Colonel Francis Chabert was brought forward as a witness in behalf of the claimants, who, being duly sworn, deposed and said, that, a long time before the 1st of July, 1796, the claimants possessed and occupied the premises, and have continued so to this day.

And thereupon, it doth appear to the commissioners that the claimants are entitled to the above described tract of land, and that they have a certificate thereof, which certificate shall be No. 78; and that they cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to to-morrow, at 10 o'clock in the forenoon.

TUESDAY, *December 29, 1807.*

The Board met at ten in the forenoon, pursuant to adjournment.

No. 79. SARAH DORMOND.—The claim of Sarah Dormond to a tract of land on the north sides of river Raisins, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 368, under the date of 3d of December, 1805, containing, by estimation, one hundred and twenty arpents, it being one arpent in front, by one hundred and twenty in depth; bounded in front by said river Raisins, in rear by river Aux Sables, on the east by Ignace Bouchard, and on the west by Jean Baptiste Lasselle, was taken into consideration: whereupon, Captain Joseph Menard was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st of July, 1796, Baptiste Leduc was in possession and occupancy of the premises, and continued so until he sold to Ignace Bouchard, who continued in possession until the 2d of November, 1802, when he sold to the claimant, who has been in possession and occupancy since that time to this day.

And thereupon, it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that she have a certificate thereof, which certificate shall be No. 79; and that she cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 80. JOSEPH REAUME.—The claim of Joseph Reaume to a farm on the north side of river Raisins, which was entered with the former Commissioners of the Land Office at Detroit in vol. 1, page 208, under the date of November 23, 1805, was taken into consideration; said farm contains, by estimation, ninety-six arpents of land, it being three arpents in front, by thirty-two in depth, bounded in front by Godfroy's mill creek, in rear by the settlement of river Aux Sables, on one side by Joseph Bourdeaux, and on the other side by lands of Jacques and Francis Lasselle: whereupon, Captain Joseph Menard was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st of July, 1796, the claimant was in possession and occupancy of the premises, and has continued so to this day.

And thereupon, it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 80; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 81. JEAN BAPTISTE REAUME, Sen. deceased.—The claim of Jean Baptiste Reaume, Sen. (by his administrator, Joseph Reaume) to a tract of land on the north side of river Raisins, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 349, under the date of November, 30, 1805, was taken into consideration. This tract contains, by estimation, twenty-four acres, it being three acres in front by about eight in depth, to Godfroy's mill creek; bounded in front by the said river Raisins, east by Joseph Bourdeaux, and west by a farm claimed by Antoine Bondi; whereupon, Captain Joseph Menard was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st of July, 1796, Joseph Bourdeaux was in possession of the premises, and continued so until he sold to the said Jean Baptiste Reaume, who occupied the same until he died; since which time, the said administrator has been in possession of the same. This deponent further says that the said Joseph Reaume is the legal administrator to the estate of the said Jean Baptiste Reaume, deceased.

And thereupon, it doth appear to the commissioners that the said Joseph Reaume is entitled to the above described tract of land, in his quality of administrator, and that he have a certificate thereof, which certificate shall be No. 81; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 82. JOSEPH BOURDEAUX.—The claim of Joseph Bourdeaux to a farm on the north side of river Raisins, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 340, under the date of November 30, 1805, was taken into consideration; this farm contains, by estimation, one hundred arpents, it being two and a half arpents in front, by forty in depth, bounded in front by the said river Raisins, on one side by the lands of the late Jean Baptiste Reaume, and on the other side by the lands of Joseph Reaume; whereupon, Captain Joseph Menard was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st of July, 1796, the claimant was in possession and occupancy of the premises, and has continued so to this day.

And thereupon, it doth appear to the commissioners that the claimant is entitled to the aforesaid tract of land, and that he have a certificate thereof, which certificate shall be No. 82; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to to-morrow, at ten o'clock in the forenoon.

WEDNESDAY, December 30, 1807.

The Board met at ten o'clock in the forenoon, pursuant to adjournment.

No. 83. LOUIS BOURASSA.—The claim of Louis Bourassa to a farm on river Aux Ecorces, which was entered with the former Commissioners of the Land Office at Detroit, in volume 2, page 46, under the date of February 16, 1805, was taken into consideration. This farm is bounded in front by the river Detroit, above by Joseph Bondi, and below by Charles Michel Campeau; it contains, by estimation, eighty arpents, it being two arpents in front, by forty in depth; whereupon, Antoine Baron was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st of July, 1796, James May was in possession of the premises, and continued so until the 6th of May, 1797, when he sold to the claimant, who has occupied the premises to this day.

And thereupon, it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 83; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 84. CHARLES M. CAMPEAU.—The claim of Charles Michel Campeau to a farm on river Ecorces, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 2, page 33, under the date of February 12th, 1805, was taken into consideration. That farm contains, by estimation, two hundred arpents, it being two arpents in front by one hundred in depth; bounded in front by the river Detroit, above by Louis Bourassa, and below by Antoine Bondi; whereupon, Antoine Baron was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st of July, 1796, James May was in possession of the premises, and continued so until the 4th of May, 1797, when he sold to the claimant, who ever since has occupied the same.

And thereupon, it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 84; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 85. BATISTE ROUSSON.—The claim of Batiste Rousson to a farm on river Ecorces, which was entered with the former Commissioners of the Land Office at Detroit, in volume 2, page 62, under the date of February 18th, 1805, containing, by estimation, eighty arpents, it being two arpents in front by forty in depth; bounded in front by the river Detroit, above by the lands of the late Joseph Bondi; whereupon, Antoine Baron was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st of July, 1796, James May, Esq. was in possession of the premises, and continued so until the 6th of May, 1797, when he sold to the claimant, who has occupied the premises to this day.

And thereupon, it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 85; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 86. ANTOINE BARON.—The claim of Antoine Baron to a farm on river Ecorces, which was entered with the former Commissioners of the Land Office at Detroit, in volume 1, page 241, under the date of January 30, 1805, was taken into consideration. This farm contains, by estimation, two hundred arpents of land, it being two arpents in front by one hundred in depth; bounded in front by the river Detroit, north by the lands of the late Joseph Bondi, and south by Thomas Smith; whereupon, Jean Batiste Rousson was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st of July, 1796, the late Joseph Bondi, deceased, was in possession and occupancy of the premises, and continued so until he sold to the claimant, by deed bearing date 6th of May, 1800, since which time the claimant has occupied the premises.

And thereupon, it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 86; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 87. HYACINTE LASSELLE.—The claim of Hyacinte Lasselle, as grantee of Jacques and Francis Lasselle, to a tract of land on the north side of the river Raisins, which was entered with the former Commissioners of the Land Office at Detroit, in volume 1, page 234, under the date of November 27, 1805, was taken into consideration; whereupon, the said Hyacinte Lasselle produced unto the Board a deed of conveyance from the said Jacques and Francis Lasselle to him, bearing date the 21st of October, 1807, which deed is in the following words, to wit:

TERRITORY OF MICHIGAN, to wit:

"Know all men by these presents, that we, James and Francis Lasselle, of the district of Detroit, in the territory of Michigan, for and in consideration of the sum of two hundred and sixty pounds, New York currency, to us in hand well and truly paid on and before the delivery of these presents, the receipt whereof we do hereby acknowledge, have granted, bargained, sold, aliened, conveyed, and confirmed, and by these presents do grant, bargain,

sell, alien, convey, and confirm, unto Hyacinthe Lasselle, of Post Vincennes, [and now in the city of Detroit, now present, and accepting for himself, his heirs and assigns, all that certain tract of land, situate, lying, and being on the river Raisins in the district of Erie, and territory of Michigan, containing ten arpents in front, and extending in depth forty arpents, bounded in front by a small marsh, and in rear by the farms on the river Aux Sables, above by the lands of Joseph Reaume, and below by the lands of Antoine Riopel. This tract of land was formerly divided in two farms, one purchased of Portier Benac, by deed executed the 5th of August, 1794, and registered in the Land Office at Detroit, in liber B, folio 21: the other was purchased of Antoine Nadeau, by deed executed the 25th of May, 1805, and registered in the Land Office at Detroit, in liber D, folio 178. To have and to hold the said tract of land, with all and singular the appurtenances, unto the said Hyacinthe Lasselle, his heirs and assigns, forever.

In witness whereof, the said James and Francis Lasselle have hereunto set their hands and seal, at Detroit, the 31st day of October, 1807.

J. & F. LASSELLE. [L. s.]

Sealed and delivered in the presence of

FRED. ROLET,
HENRY BERTHELET.

TERRITORY OF MICHIGAN, *District of Detroit, ss.*

Personally appeared before me, the undersigned, one of the Justices of the Peace in the district of Detroit, James and Francis Lasselle, the within grantors, who acknowledged the foregoing instrument of writing to be their acts and deeds for the purposes therein contained. In testimony whereof, I have hereunto subscribed my name, at Detroit, 21st October, 1807.

PETER AUDRAIN, J. P. D. D.

Whereupon, Captain Joseph Menard was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the said James and Francis Lasselle were in possession of the premises, and continued so until they sold to the claimant, who has since possessed and tenanted the same.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 87; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to to-morrow, at ten o'clock in the forenoon.

THURSDAY, December 31, 1807.

The Board met at ten o'clock in the forenoon, pursuant to adjournment.

No. 88. JOSEPH HIVON.—The claim of Joseph Hivon to a farm on river Raisins, which was entered with the former Commissioners of the Land Office at Detroit, in volume 1, page 176, under the date of 23d January, 1805, was taken into consideration. The said farm contains, by estimation, three hundred and fifty arpents, it being three and a half arpents in front, by one hundred in depth, bounded in front by the river Raisins, and in rear by the lands of the river Aux Sables settlement, above by lands formerly owned by Charles Reaume, and below by lands formerly owned by Louis Monmini: whereupon, Batiste Lasselle was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the claimant was in possession and occupancy of the premises, and continued so to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 88; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit, on the condition that the said tract is comprehended within the lands of the United States.

No. 89. JEAN BATISTE LASSELLE, JUN.—The claim of Jean Batiste Lasselle, Jun. as grantee of Jean Batiste Lasselle, Senior, to a farm on river Raisins, which was entered with the former Commissioners of the Land Office at Detroit, in volume 1, page 70, under the date of 9th November, 1805, was taken into consideration; and thereupon the said Jean Batiste Lasselle, Jun. produced unto the Board a deed of conveyance from the said Jean Batiste Lasselle, Senior, to him, in the words following, viz.

TERRITORY OF MICHIGAN, to wit:

This indenture, made on the 31st day of December, 1807, between Jean Batiste Lasselle, Senior, of the river Aux Raisins, of the one part, and Jean Batiste Lasselle, Junior, son of the said Jean Batiste Lasselle, Senior, of the other part, witnesseth that the said Jean Batiste Lasselle, Senior, as well for as in consideration of the natural love and affection which the said Jean Batiste Lasselle, Senior, hath and beareth unto the said Jean Batiste Lasselle, Junior, as also for the better maintenance and support and livelihood of him, the said Jean Batiste Lasselle, Junior, hath given, granted, aliened, and confirmed, and by these presents doth give, grant, alien, and confirm, unto the said Jean Batiste Lasselle, Junior, his heirs and assigns, all that messuage, or mansion house, with the orchard, garden, and several pieces or parcels of land, or farm, situate, lying, and being, on the north side of said river Raisins, in said territory of Michigan, containing four acres three poles in front, by forty arpents, or French acres, in depth, bounded in front by said river Raisins, in rear by the farm of river Aux Sables, on the east by Sally Dormond, and on the west by the late Pierre Tessier's farm, now in the possession of Monsieur de St. Ours, who has married the widow of the said Pierre Tessier; together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining to the said messuage, farm, lands, and premises hereby mentioned, or intended to be granted and confirmed unto the said Jean Batiste Lasselle, Junior, as aforesaid, and the rents, issues, and profits of all and singular the premises, with the appurtenances; and all the estate, right, title, interest, property, claim, and demand, whatsoever, of him, the said Jean Batiste Lasselle, Senior, of, in, and to the said premises, with their appurtenances: to have and to hold the said messuage, lands, and all and singular other the premises hereby granted and confirmed unto the said Jean Batiste Lasselle, Junior, his heirs and assigns, to the only proper use and behoof of the said Jean Batiste Lasselle, Junior, his heirs and assigns, forever. In witness whereof, the said Jean Batiste Lasselle, Senior, has hereunto set his hand and seal, the day, month, and year first above mentioned.

JEAN BATISTE LASSELLE. [L. s.]

Signed, sealed, and delivered, in presence of

GEO. McDUGALL, Notary Public.
JACOB SMITH.

TERRITORY OF MICHIGAN, to wit:

Personally appeared before me, George McDougall, Notary Public for the district of Detroit and Erie, Jean Batiste Lasselle, Senior, and acknowledged that he had voluntarily signed, sealed, and delivered the within deed, for the purposes therein contained. In testimony whereof, I have granted the present certificate under my notarial form and seal of office, at the city of Detroit, the 31st day of December, 1807.

GEO. McDUGALL. [L. s.]

The above described farm contains, by estimation, about one hundred and sixty arpents of land, it being four arpents and three poles in front, by forty arpents in depth, bounded in front by the river Raisins, and in rear by the farms on river Aux Sables, east by Sally Dormond, and west by the lands of the late Pierre Tessier, deceased: whereupon, Joseph Hivon was brought forward as a witness in behalf of the claimant, who, being duly sworn, de-

posed and said, that, previous to the 1st July, 1796, Francois Soubriette was in possession and occupancy of the premises, and continued so until he sold to Jean Batiste Lasselle, Senior, who continued to possess and occupy the same until he sold to the present claimant, who occupies the same.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 89; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to to-morrow, at ten o'clock in the forenoon.

LAND OFFICE, DETROIT, January 8, 1808.

We certify the foregoing transcript to be a true copy of the minutes of the Land Board at Detroit.

STANLEY GRISWOLD,
PETER AUDRAIN,
JAMES ABBOTT.

No. 5.

Transcript of the proceedings of the Commissioners of the Land Board at Detroit, from the 1st day of January to the 31st day of March, 1808.

FRIDAY, January 1, 1808.

The Board met at ten o'clock in the forenoon, pursuant to adjournment; and, there being no business, adjourned to to-morrow, at ten in the forenoon.

SATURDAY, January 2, 1808.

The Board met at ten o'clock in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Monday next, at ten o'clock in the forenoon.

MONDAY, January 4, 1808.

The Board met at ten o'clock in the forenoon, pursuant to adjournment.

No. 90. JEAN MARIE BEAUBIEN.—The claim of Jean Marie Beaubien, Esq. to a farm on river Detroit, which was entered at full length with the former Commissioners of the Land Office at Detroit, in vol. 2, page 325, under the date of the 8th March, 1805, containing, by estimation, one hundred and forty arpents, it being two arpents in front by seventy arpents in depth, bounded in front by the river Detroit, on the east-northeast by Charles Pelletier, and on the west-southwest by Francois Gouin, was taken into consideration: whereupon, Charles Peltier was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st of July, 1796, Antoine Billou, dit L'Esperance, was in possession and occupancy of the premises, and continued so until the 28th November, 1798, when he sold to the claimant, who, since that time to this day, has possessed and occupied the same.

And thereupon it doth appear to the commissioners that the claimant is entitled to the aforesaid tract of land, and that he have a certificate thereof, which certificate shall be No. 90; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to to-morrow, at ten o'clock in the forenoon.

TUESDAY, January 5, 1808.

The Board met at ten o'clock in the forenoon, pursuant to adjournment; and, there being no business, adjourned to to-morrow, at ten o'clock in the forenoon.

WEDNESDAY, January 6, 1808.

The Board met at ten o'clock in the forenoon, pursuant to adjournment.

No. 91. JACQUES CAMPEAU.—The claim of Jacques Campeau to a farm on river Detroit, containing, by estimation, two hundred and eighty arpents, was taken into consideration. This farm was first composed of two tracts of land, to wit: one tract of three arpents in front by eighty in depth, entered by Gabriel Chene with the former Commissioners of the Land Office at Detroit, in vol. 2, page 257, under the date of the 28th February, 1805; the other tract of one arpent by forty in depth, entered with the former Commissioners of the Land Office, by Charles Peltier, in vol. 2, page 70, under the date of 24th January, 1806. Jacques Campeau possesses this farm, as his share of inheritance of his father's estate. This farm is bounded in front by the river Detroit, in rear by unconceded lands, on the east-northeast by lands claimed by Gabriel Chene, and on the west-southwest by lands claimed and owned by Charles Peltier. Whereupon, Charles Peltier was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, a long time previous to the 1st July, 1796, the claimant was in possession and occupancy of the premises, and has continued so to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the aforesaid tract of land, and that he have a certificate thereof, which certificate shall be No. 91; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to Saturday next, at ten o'clock in the forenoon.

SATURDAY, January 9, 1808.

The Board met at ten o'clock in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Monday next, at ten o'clock in the forenoon.

MONDAY, January 11, 1808.

The Board met at ten o'clock in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Wednesday next, at ten o'clock in the forenoon.

WEDNESDAY, January 13, 1808.

The Board met at ten o'clock in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Friday next, at ten o'clock in the forenoon.

FRIDAY, January 15, 1808.

The Board met at ten o'clock in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Monday next, at ten o'clock in the forenoon.

MONDAY, January 18, 1808.

The Board met at ten o'clock in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Wednesday next, at ten o'clock in the forenoon.

WEDNESDAY, January 20, 1808.

The Board met at ten o'clock in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Friday next, at ten in the forenoon.

FRIDAY, January 22, 1808.

The Board met at ten o'clock in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Monday next, at ten in the forenoon.

MONDAY, January 25, 1808.

The Board met at ten o'clock in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Wednesday next, at ten in the forenoon.

The Board met at ten o'clock in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Friday next, at ten in the forenoon.

WEDNESDAY, January 27, 1808.

The Board met at ten o'clock in the forenoon, pursuant to adjournment.

FRIDAY, January 29, 1808.

No. 92. Heirs of JOSEPH BONDI, deceased.—The claim of the heirs of Joseph Bondi, deceased, by Gabriel Godfroy, administrator, to a tract of land on river Ecores, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 2, page 65, under the date of the 18th February, 1805, was taken into consideration. This tract contains two arpents in front, by forty in depth, bounded east by Jean Batiste Rousson, west by Louis Bour-rasa, in front by the river Detroit, and in rear by * * * * *. Whereupon, Paul Pernier, dit Vadeboncœur, was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, James May was in possession of the premises, as an heir of the St. Cosme family, and continued so until he sold to the said deceased, which was on the 25th July, 1797, who occupied the same until his death; since which time, the said Gabriel Godfroy, administrator as aforesaid, has had the premises in charge, and the widow and children have occupied the same.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above tract of land, as administrator, and that he have a certificate thereof, which certificate shall be No. 92; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to Monday next, at ten o'clock in the forenoon.

MONDAY, February 1, 1808.

The Board met at ten o'clock in the forenoon, pursuant to adjournment.

No. 93. GEORGE HOFFMAN.—The claim of George Hoffman, as grantee of Jacob Clemens, to a tract of land lying on the south side of the main branch of the river Rouge, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 2, page 47, under the date of the 16th February, 1805, was taken into consideration. This tract contains, by estimation, two hundred and eighty acres, it being seven acres in front by forty in depth, and is bounded as follows, to wit: in front by river Rouge, west by lands not yet conceded, and east by lands belonging to Christian Clemens and William Buchanan.

Whereupon, Christian Clemens was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, this tract was in possession and occupancy of Francis Jones, and continued so until he sold to the said Jacob Clemens, who occupied and possessed the same until he sold to the present claimant, (who has been in possession ever since,) as per deed dated the 8th October, 1805, in the words following, to wit:

"This indenture, made this 8th day of October, A. D. 1805, between Jacob Clemens, of the town of Detroit, of the district of Detroit, and Territory of Michigan, of the one part, and George Hoffman, of the same place, of the other part, witnesseth that the said Jacob Clemens, for and in consideration of the sum of fifty dollars, current money of the United States of America, to him in hand well and truly paid by the said George Hoffman, at and before the delivery of these presents, the receipt whereof the said Jacob doth hereby acknowledge, and thereof doth fully acquit and discharge the said George Hoffman, his heirs, executors, and administrators, hath granted, bargained, sold, aliened, released, and confirmed, and by these presents doth grant, bargain, sell, alien, release, and confirm, unto the said George Hoffman, his heirs and assigns, forever, a certain piece, parcel, or tract of land, situate, lying, and being on the south side of the main branch of river Rouge, bounded in front by said river, on the west by lands not yet conceded, and on the east by lands belonging to Christian Clemens and William Buchanan, containing six or seven acres in front, more or less, and the usual or customary measure of forty acres in depth, together with all the buildings and improvements thereon erected and made, and all other the appurtenances: to have and to hold the said tract of land, with all and every the appurtenances thereunto belonging, unto him, the said George Hoffman, his heirs and assigns, forever, to the only proper use and behoof of him, the said George Hoffman, his heirs and assigns, forever. And the said Jacob Clemens, for himself, his heirs, executors, and administrators, doth covenant, promise, and grant, to and with the said George Hoffman, his heirs, executors, administrators, and assigns, that the said tract of land, and every part and parcel thereof, unto him, the said George Hoffman, his heirs and assigns, against the claims of all persons whatsoever, except the Government of the United States, shall and will forever warrant and defend by these presents.

The tract of land hereby conveyed is the same that was sold and conveyed to the said Jacob Clemens by Francis Jones, by his deed dated the 5th day of April, 1798. In testimony of all and singular the premises aforesaid, the said John Clemens has hereunto set his hand, and affixed his seal, the day and year first above written.

JACOB CLEMENS. [L. s.]

Signed, sealed, and delivered, in the presence of
JAMES BURNETT,
DAVID ROSS,

WILLIAM WATSON,
JOHN WATSON.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 93; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to Wednesday next, at ten o'clock in the forenoon.

WEDNESDAY, February 3, 1808.

The Board met at ten in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Friday next at ten o'clock in the forenoon.

FRIDAY, February 5, 1808.

The Board met at ten o'clock in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Monday next, at ten o'clock in the forenoon.

MONDAY, February 8, 1808.

The Board met at ten o'clock in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Wednesday next, at ten o'clock in the forenoon.

WEDNESDAY, February 10, 1808.

The Board met at ten o'clock in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Friday next, at ten in the forenoon.

FRIDAY, February 12, 1808.

The Board met at ten o'clock in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Monday next, at ten o'clock in the forenoon.

MONDAY, February 15, 1808.

The Board met at ten o'clock in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Wednesday next, at ten o'clock in the forenoon.

WEDNESDAY, February 17, 1808.

The Board met at ten o'clock in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Friday next, at ten o'clock in the forenoon.

FRIDAY, February 19, 1808.

The Board met at ten o'clock in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Monday next, at ten o'clock in the forenoon.

MONDAY, February 22, 1808.

The Board met at ten o'clock in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Wednesday next, at ten o'clock in the forenoon.

WEDNESDAY, February 24, 1808.

The Board met at ten o'clock in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Friday next, at ten o'clock in the forenoon.

FRIDAY, February 26, 1808.

The Board met at ten o'clock in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Monday next, at ten o'clock in the forenoon.

MONDAY, February 29, 1808.

The Board met at ten o'clock in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Wednesday next, at ten o'clock in the forenoon.

WEDNESDAY, March 2, 1808.

The Board met at ten o'clock in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Friday next, at ten o'clock in the forenoon.

FRIDAY, March 4, 1808.

The Board met at ten o'clock in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Monday next, at ten o'clock in the forenoon.

MONDAY, March 7, 1808.

The Board met at ten o'clock in the forenoon, pursuant to adjournment.

NO. 94. HENRY BERTHELET.—The Board took into consideration the claim of Henry Berthelet to a lot of ground lying and being in the town of Detroit, bounded on the northwest by the commons, or what was formerly called King's domain, on the east by the river Detroit, on the northeast by the highway, and in rear by the lot of the late Colonel McKee. This claim was duly entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 264, under the date of the 1st February, 1805.

Whereupon, Captain John Fearson was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, James Baby was in possession and tenanted the premises, and continued so until he sold to the claimant, who has ever since possessed and occupied the same.

And thereupon it doth appear to the commissioners that the said claimant is entitled to the above described lot of ground, and that he have a certificate thereof, which certificate shall be No. 94; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of ground therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to Wednesday next, at ten o'clock in the forenoon.

WEDNESDAY, March 9, 1808.

The Board met at ten o'clock in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Friday next, at ten o'clock in the forenoon.

FRIDAY, March 11, 1808.

The Board met at ten o'clock in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Monday next, at ten o'clock in the forenoon.

MONDAY, March 14, 1808.

The Board met at ten o'clock in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Wednesday next, at ten o'clock in the forenoon.

WEDNESDAY, March 16, 1808.

The Board met at ten o'clock in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Friday next, at ten o'clock in the forenoon.

FRIDAY, March 18, 1808.

The Board met at ten o'clock in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Monday next, at ten o'clock in the forenoon.

MONDAY, March 21, 1808.

The Board met at ten o'clock in the forenoon, pursuant to adjournment; and, there being no business, adjourned to to-morrow, at ten o'clock in the forenoon.

TUESDAY, March 22, 1808.

The Board met at ten o'clock in the forenoon, pursuant to adjournment.

NO. 95. ANTOINE BONDI.—The Board took into consideration the claim of Antoine Bondi to a tract of land situated, lying, and being on river Ecorces, consisting of two arpents in front, by one hundred arpents in depth, it being part and parcel of a larger tract of twenty-four arpents in front, duly entered with the former Commissioners of the Land Office at Detroit, in volume 2, page 97, under the date of 19th February, 1805.

Whereupon, Gabriel Godfroy was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the late Joseph Bondi (father to the claimant) was in possession and occupancy of the premises, and continued so until he died; and that, after his death, the claimant having purchased the rights of the other heirs, has been in constant possession and occupancy of the said premises.

The following deed was produced, viz.

TERRITOIRE DE MICHIGAN, *District du Detroit*:

Par devant les temoins soussignés furent presents les enfans et héritiers de défunt Joseph Bondi, savoir, Gabriel Godfroy, comme administrateur de défunt Joseph Bondi, fils aîné, et aussi comme mari de Therese Bondi, son épouse, Dominique Bondi, Laurent Bondi, Benjamin Bondi, Gabriel Bondi, Antoine Baron pour Catherine Bondi, son épouse, Joseph Beaubien pour Josette Bondi, son épouse, et Bernard Campeau pour Veronique Bondi, son épouse; lesquels reconnoissent avoir vendu, cédé, quitté, transporté, et délaissé et abandonné dès a présent et à toujours, promettent faire jouir et garantir de tous dons, douaires, hypothèques, évictions, aliénations, substitutions, et de tout trouble et empêchement généralement quelconque, (excepté de la part du Gouvernement des États Unis,) à Antoine Bondi, leur frère et beaufrère, à ce présent acceptant acquéreur pour lui, ses heirs, et ayant cause à l'avenir, une terre, ou plantation, sise et située à la rivière Aux Ecorces, dans le district du Detroit, et territoire de Michigan consistante en deux arpents de front, sur cent arpents en profondeur; bornée d'un côté par Charles Michel Campeau, et de l'autre par Antoine Baron, par devant par la rivière du Detroit, et par derrière par les terres non concédées; tel et ainsi que la dite terre se poursuit et comporte de toutes parts, circonstances, et dépendances que le dit acquéreur dit bien savoir et connoître, et dont il dit être content et satisfait.

Cette vente, cession, transport, et délaissement, et abandon, ainsi fait pour et moyennant le prix et somme de deux cent dix-huit pounds, neuf chellings, quatre pence, cours de la Nouvelle York, que les dits héritiers reconnoissent avoir reçu du dit acquéreur lors et avant la passation des présentes, dont ils le tiennent quitte et déchargé ainsi que tous autres; déclarant les dits héritiers que cette somme a fait partie des payemens que chacun d'eux a reçus pour sa part et portion à l'héritage de défunt Joseph Bondi, leur pere et beaupere, et a été avancée par le dit Antoine Bondi, le présent acquéreur; au moyen de quoy tous et chacun d'eux renoncent et abandonnent nettement et entièrement

toutes prétentions qu'ils ont pu avoir sur la ditte terre avant la passation des présentes; veulent et entendent que le dit Antoine Bondi jouisse et dispose comme bon lui semblera, et comme d'un bien justement acquis sans qu'aucun d'eux, leurs hoirs, et ayant cause puissent jamais le troubler dans la paisible possession et jouissance de la ditte terre. Car ainsi sont convenues les parties de bonne foy, promettant, &c. renouçant, &c. obligant, &c.

Fait et passé au Detroit le quatorzième jour d'Aout, en l'an de notre Seigneur mil huit cent six; et les parties ont signé ou fait leurs marques ordinaires en présence de temoins, et ont scellé après que lecture leur a été faite des présentes.

Comme administrateur, &c.

GAB. GODFROY, [L. s.]
 GAB. GODFROY, [L. s.]
 DOMINIQUE BONDI, sa × marque, [L. s.]
 LAURENT BONDI, sa × marque, [L. s.]
 BENJAMIN BONDI, sa × marque, [L. s.]
 GABRIEL BONDI, sa × marque, [L. s.]
 ANTOINE BARON, [L. s.]
 JOSEPH BEAUBIEN, [L. s.]
 BERNARD CAMPEAU, sa × marque, [L. s.]

Signé, scellé, et delivre en présence de

ANTOINE MERCURE,
 JOSEPH VOYEZ.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 95; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 96. THERESE GODFROY.—The claim of Therese Godfroy, grantee of Antoine Bondi, to a tract of land, situate, lying, and being on the north side of river Raisins, was taken into consideration. This tract consists of three arpents in front, by forty in depth, is bounded in front by the said river, above by Jean Batiste Jerome, and below by Batiste Reaume, and was duly entered with the former Commissioners of the Land Office at Detroit, by Gabriel Godfroy, (for Antoine Bondi, claim 21.) in volume 1, page 295, under the date of 30th August, 1804.

Whereupon, Joseph Bondi was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, Jean Batiste Couture was in possession and occupancy of the premises, and continued so until he sold to Antoine Bondi, who possessed and occupied until he made it over to the claimant, who has since possessed and occupied the same.

The deed of gift is as follows, to wit:

TERRITORY OF MICHIGAN, to wit:

This indenture, made the twenty-fourth day of October, 1806, between Antoine Bondi, of the district of Detroit, of the one part, and Therese, his sister, now wife of Colonel Gabriel Godfroy, of the same district, of the other part, witnesseth that the said Antoine Bondi, for and in consideration of the natural love and affection which he, the said Antoine Bondi, hath and beareth unto the said Therese, his sister, hath given, granted, aliened, and enfeoffed, and confirmed, and by these presents doth give, grant, alien, and enfeoff, and confirm, unto the said Therese, his sister, her heirs and assigns, all that farm, or tract of land, situate, lying, and being on the river Aux Raisins, in the district of Erie, and territory of Michigan, consisting of three arpents in front by forty arpents in depth, bounded above by Jean Batiste Jerome, and below by Batiste Reaume, together with all the buildings thereon erected, enclosures, &c., and all the appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits, of all and singular the said premises, and all the estate, right, title, interest, property, claim, and demand, whatsoever, of him, the said Antoine Bondi, of, in, and to the said farm, or tract of land, and of, in, and to every part and parcel thereof, with their and every of their appurtenances: to have and to hold the said farm, or tract of land, and all and singular the premises hereby granted and confirmed, or mentioned, or intended so to be, with their and every of their appurtenances, unto the said Therese, her heirs and assigns, to the only proper use and behoof of her, the said Therese, her heirs and assigns, forever. And the said Antoine Bondi, for himself, his heirs, executors, and administrators, doth covenant, grant, and agree, to and with the said Therese, her heirs and assigns, by these presents, that she, the said Therese, her heirs and assigns, shall, and lawfully may, from time to time, and at all times hereafter, peaceably and quietly, have, hold, use, occupy, possess, and enjoy, the said farm, or tract of land, and premises, hereby granted and confirmed, or mentioned, or intended to be hereby granted and confirmed, with their and every of their appurtenances, free, clear, and fully discharged, or well and sufficiently saved, kept harmless, and indemnified of, from, and against all former and other gifts, grants, bargains, sales, troubles, charges, and incumbrances, whatsoever had, done, or suffered, or to be had, made, done, or suffered by him, the said Antoine Bondi, his heirs or assigns, or any other person or persons lawfully claiming, or to claim, by, from, or under him, them, or any of them.

In witness whereof, the said parties to these presents have hereunto set their hands and seals the day and year above written.

ANTOINE BONDI. [L. s.]

Sealed and delivered in the presence of

PETER AUDRAIN, J. P. D. D.

And thereupon it doth appear to the commissioners that the said claimant is entitled to the above described tract of land, and that she have a certificate thereof, which certificate shall be No. 96; and that she cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to Thursday next, at ten o'clock in the forenoon.

THURSDAY, March 24, 1808.

The Board met at ten o'clock in the forenoon, pursuant to adjournment.

No. 97. HARRIS H. HICKMAN.—The claim of Harris Hampden Hickman, Esq. as grantee of George Hoffman, who was grantee of John Watson and his wife, who were grantees of Charles Sweeney, who was grantee of Francis Raimond, who was grantee of John Pinkerton, who was grantee of Daniel Pursley, to a tract of land, situate, lying, and being on the south side, or river Rouge, was taken into consideration. This tract contains four acres in front by forty in depth, is bounded on one side by Samuel Driver, and on the other side by John Cisne, and was entered with the former Commissioners of the Land Office at Detroit, by Charles Sweeney, in volume 1, page 106, under the date of January 18, 1805.

Whereupon, John Cisne was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st of July, 1796, Daniel Pursley was in possession and occupancy of the premises, and continued so until he sold to John Pinkerton, who sold to Francis Raimond, who sold to Charles Sweeney. The deponent further says that the premises have been constantly occupied, or tenanted, by the subsequent purchasers, to this day.

The claimant produced, in support of his claim, the three following bills of sale, to wit:

This indenture, made the seventeenth day of January, 1806, between Charles Sweeney, of river Rouge, in the district of Detroit, and territory of Michigan, of the one part, and John Watson, of the town of Detroit, in the district and territory aforesaid, witnesseth that the said Charles Sweeney, for and in consideration of the sum of seventy-five dollars, to him in hand paid by the said John Watson, the receipt whereof is hereby acknowledged,

has granted, bargained, and sold, and by these presents doth grant, bargain, and sell, unto the said John Watson, his heirs and assigns, forever, a certain tract of land, situate on river Rouge aforesaid, containing four arpents in front by forty in depth, bounded in front by the said river Rouge, on one side by Samuel Driver, and on the other side by John Cissne, be the same more or less, together with all the buildings thereon: to have and to hold the said lands, with their and every of their appurtenances, unto the said John Watson, his heirs and assigns, forever, to the only proper use and behoof of the said John Watson, his heirs and assigns, forever. And the said Charles Sweeney, for himself, his heirs, executors, and administrators, covenants to and with the said John Watson, and his heirs, that he will warrant and forever defend the title to the said tract of land unto the said John Watson, his heirs and assigns, against the claims of all persons whatsoever, except the Government of the United States.

In witness whereof, the said Charles Sweeney has hereunto set his hand and seal, at Detroit, the day and year first aforesaid.

CHARLES SWEENEY. his × mark. [L. s.]

Signed, sealed, and delivered, in the presence of

F. BATES,
DAVID ROSS,
G. HOFFMAN.

This indenture, made the eighteenth day of January, 1806, between John Watson, and Catherine his wife, of the town of Detroit, in the territory of Michigan, of the one part, and George Hoffman, of the same place, of the other part, witnesseth, that for and in consideration of the sum of seventy-five dollars, to the said John Watson in hand paid, the receipt whereof is hereby acknowledged, they, the said John Watson, and Catherine his wife, have bargained, and sold, and by these presents do grant, bargain, and sell, unto the said George Hoffman, his heirs and assigns, forever, a certain tract of land, situate on the river Rouge, in the territory aforesaid, containing four arpents in front by forty arpents in depth, bounded in front by the said river Rouge, on the lower side by the lands of Samuel Driver, and on the upper side by a piece of land claimed by John Cissne, be the same more or less, together with all the buildings thereon erected: to have and to hold the said tract of land, and all its appurtenances, unto the said George Hoffman, his heirs and assigns, forever. And the said John Watson, for himself and his heirs, covenants to and with the said George Hoffman and his heirs, that he will forever warrant and defend the title to the said land, against all persons claiming by, through, or under them, or any of them, but against no other claim.

In witness whereof, the said John Watson and wife have hereunto set their hands, and affixed their seals, the day and year first aforesaid.

JOHN WATSON, [L. s.]
CATHERINE WATSON, her × mark. [L. s.]

Signed, sealed, and delivered, in the presence of

F. BATES.

This indenture witnesseth that I, George Hoffman, the subscriber hereunto, have granted, bargained, and sold, and by these presents do grant, bargain, and sell, transfer, assign, and make over, unto Harris Hampden Hickman, Esq. all my right, title, interest, claim, and demand, in and to a certain piece or tract of land, lying on the south side of river Rouge, in the land district called Detroit, containing four acres in front by forty in depth, being the same which was sold and conveyed by Charles Sweeney to John Watson and wife, and by the said John Watson and wife to myself, as by reference to the deeds executed on the occasion may more fully appear.

Witness my hand and seal, this 23d day of March, A. D. 1808.

GEORGE HOFFMAN. [L. s.]

Signed, sealed, and delivered, in the presence of

JOHN CISSNE,
FRANCIS M. AUDRAIN.

And thereupon it doth appear to the commissioners that the claimant is entitled to the afore described tract of land, and that he have a certificate thereof, which certificate shall be No. 97; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to to-morrow, at ten o'clock in the forenoon.

FRIDAY, March 25, 1809.

The Board met at ten o'clock in the forenoon, pursuant to adjournment.

No. 98. ANTOINE CAMPEAU.—The claim of Antoine Campeau to a tract of land on the north side of river Aux Raisins, duly entered with the former Commissioners of the Land Office at Detroit, in volume 1, page 272, under the date of 2d February, 1805, was taken into consideration.

This tract consists of three arpents in front by one hundred in depth, is bounded in front by the said river Aux Raisins, on one side by Antoine Lasselle, and on the other side by Louis Lenfant.

Whereupon, James Lasselle was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that the said Antoine Campeau was in possession and occupancy of the premises several years before the 1st July, 1796, and has continued so to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 98; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to Monday next, at ten o'clock in the forenoon.

MONDAY, March 28, 1809.

The Board met at ten o'clock in the forenoon, pursuant to adjournment.

No. 99. JOSEPH WEAVER.—The Board took into consideration the claim of Joseph Weaver, as grantee of the widow and heirs of the late William Hurt, deceased, and which was duly entered with the former Commissioners of the Land Office at Detroit, by the late William Hurt, in volume 1, page 22, under the date of 2d January, 1805, to a tract of land on the northerly side of river Rouge, containing seven and one-half acres in front, and extending back to the old Indian path, so called, in depth forty acres, more or less, from said river, bounded in front on said river Rouge, below by the lands of the late Joseph Cissne, deceased, and above by a farm claimed by James Cissne.

Whereupon, John Dodemead, Esq. was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, many years previous to the 1st July, 1796, the late William Hurt, deceased, was in possession and occupancy of the premises, and continued so until his death; that the widow and children occupied and possessed the same until they sold to the present claimant, who has possessed and occupied the same ever since to this day.

The claimant produced, in support of his claims, the three following deeds, or bills of sale, to wit:

This indenture, made at Detroit, in the territory of Michigan, the 18th day of March, 1807, between Mary Hurt, widow, Joseph Hurt, Zachariah Hurt, and Nathan Hurt, all of the district of Detroit, and territory of Michigan aforesaid, of the one part, and Joseph Weaver, of the same district and territory aforesaid, witnesseth that the said Mary Hurt, Joseph Hurt, Zachariah Hurt, and Nathan Hurt, for and in consideration of the sum of four hundred dollars, lawful money of the United States, to them in hand paid, or secured to be paid, by the said Joseph Weaver, at or before the sealing and delivery hereof, the receipt whereof they, the said Mary, Joseph, Zachariah, and Nathan, do by these presents acknowledge, and the said Joseph, his heirs, executors, administrators, and assigns, and each and every of them, do hereby acquit and forever exonerate, have granted, bargained, sold, aliened, and confirmed, and by these presents do grant, bargain, sell, alien, and confirm, unto him, the said Joseph Weaver, and to his heirs and assigns, forever, all that certain messuage and tenement, or tract of land, with the

appurtenances thereon erected or made, situated, lying, and being upon the northerly side of river Rouge, in the district of Detroit, and territory aforesaid, containing seven and one-half acres in front upon said river, and extending back to the old Indian path, so called, in depth forty acres, more or less, from the said river, (with the exception of one and a half acres in width, commencing about ten acres from said river, and extending back with the extent of this tract, by the grantors sold and conveyed to Mr. Charles Rouleau,) and bounded in front on said river Rouge, upon the lower side by the farm of Joseph Cissne, deceased, and upon the upper side by a farm claimed by James Cissne, and in rear by unsettled lands, making in the whole two hundred and fifty acres of land, more or less, and being the same premises and tract of land late in the possession of William Hurt, father of the said Joseph, Zachariah, and Nathan, late of said district of Detroit, deceased: to have and to hold the said tract of land and premises above described, with all and singular the appurtenances and privileges to the same belonging, unto the said Joseph Weaver, his heirs and assigns, and to his and their use, benefit, and behoof, forever. And the said Mary, Joseph, Zachariah, and Nathan, for themselves, their heirs, and each of their heirs, covenant and engage to warrantee and forever defend said premises and tract of land above described unto the said Joseph Weaver, his heirs and assigns, against the lawful claim and demands of themselves, and all persons claiming, or to claim, from or under them, or either of them, and against the lawful claim of all other persons in and to said premises, with the exception of the claim of the United States of America, or any persons deriving or to derive title or claim from and under the said United States, which right they do explicitly except out of their warrantee, and the said Joseph Weaver agreeing to take that risk upon himself firmly by these presents. In testimony whereof, the said Mary, Joseph, Zachariah, and Nathan, the grantors above named, and the said Joseph Weaver, have hereunto interchangeably signed their names, and fixed their respective seals, the day, month, and year first above named.

MARY HURT, her \times mark, [L. s.]
JOSEPH HURT, [L. s.]
ZACHARIAH HURT, [L. s.]
NATHAN HURT, [L. s.]

Signed, sealed, and delivered, in the presence of

JOHN DODEMEAD, J. P.
JOHN DODEMEAD, Jr.

This indenture, made and executed the 23d day of March, A. D. 1808, between William Murphy, of the territory of Michigan, and Olney Murphy, daughter and co-heir of the late William Hurt, of river Rouge, deceased, wife of the said William Murphy, of the one part, and Joseph Weaver, of the said territory of Michigan, of the other part, witnesseth that the said William Murphy, and Olney, wife of the said William, for and in consideration of the sum of fifty-five dollars, lawful money of the United States, to them in hand paid by Joseph Weaver, the receipt whereof the said William and Olney do hereby acknowledge, and the said Joseph Weaver, his heirs, executors, and administrators, thereof and therefrom forever acquit and discharge, have granted, bargained, sold, aliened, released, and confirmed, and by these presents do grant, bargain, sell, alien, release, and confirm, unto the said Joseph Weaver, his heirs and assigns, forever, all that certain undivided share and part of a certain message and premises, and tract of land situate and being on the northerly side of river Rouge, in the district of Detroit, and territory aforesaid, and whereof the said William Hurt, father of the said Olney Murphy, died seized and possessed, containing seven and one-half acres in front upon said river, and extending back to the old Indian path, and bounded in front upon said river, upon the lower side by the farm of the late Joseph Cissne, and on the upper side by a farm claimed by James Cissne, and in rear by unsettled lands: to have and to hold the said undivided share of the said William Murphy, and Olney, his wife, and all right, interest, claim, and demand of the said William, and Olney, his wife, in and to the said premises, privileges, and appurtenances to the same in anywise belonging or appertaining, unto the said Joseph Weaver, his heirs and assigns, to his and their only proper use, benefit, and behoof, forever. And the said William Murphy, and Olney, wife of the said William, do by these presents covenant and agree, that they have full right, and lawful authority, to make sale of said undivided share in said premises in as full estate as above set forth; and further, that they will at all times hereafter be ready and willing, upon request, to make, execute, and deliver unto the said Joseph, his heirs and assigns, any other or further conveyance or assurance in law, thereby to vest the whole right and interest of the said Olney, of, in, and to said premises above described, in the said Joseph Weaver, his heirs and assigns, thereby to have all right, interest, and claim whatsoever, of the said William, and Olney, his wife, and their heirs and assigns, in and to said premises. In witness of all and singular the premises aforesaid, and every part thereof, the said William Murphy, and Olney, wife of the said William, have hereunto set their hands and seals, at Detroit, in the territory of Michigan, the day, month, and year first above written.

WILLIAM MURPHY, his \times mark, [L. s.]
OLNEY MURPHY, her \times mark, [L. s.]

Signed, sealed, and delivered, in the presence of

JAMES ABBOTT,
ABRAHAM MESSMORE.

To all persons to whom these presents shall come, greeting:

Know ye, that we, Benjamin Jones, Mary, wife of the said Benjamin, late Mary Hurt, William Allen, and Olney, wife of the said William, late Olney Hurt, and Peter Cayé, and Rachel, wife of said Peter, late Rachel Hurt, late of river Rouge, in the district of Detroit, and territory of Michigan, for and in consideration of one dollar, to us, respectively, paid by Joseph Weaver, of the same district, and territory aforesaid, in hand well and truly paid, the receipt whereof we do every and each of us, respectively, acknowledge to have received, and him, the said Joseph, his heirs, executors, and administrators, do hereby acquit, and forever exonerate, have granted, bargained, sold, released, and confirmed, and by these presents do grant, bargain, sell, release, and confirm, to the said Joseph Weaver, his heirs and assigns, all and singular our rights, interest, claim, and demand whatsoever, which we, and each and every of us, our heirs, executors, or administrators, now have, claim, or demand, or which we, or either of us, might, or could have, claim, or demand, in and to a certain message, tenement, and lot of land, as heirs, or otherwise, of the said William Hurt, our said father, deceased, situated, lying, and being on the northerly side of river Rouge, in the district of Detroit, and territory of Michigan aforesaid, whereof the said William Hurt, at the time of his death, was seized and possessed, containing seven and one-half acres front, upon river Rouge, and extending thence back to the old Indian path, so called, being forty acres in depth, more or less, (with the exception of a strip of land of one and a half acres in width, commencing about ten acres from said river, and extending back the depth of said tract of land, heretofore sold to Charles Rouleau,) and bounded in front upon said river Rouge, on the lower part by the farm of Joseph Cissne, deceased, and on the upper part by the farm of James Cissne, and in rear by the said Indian path, making, in the whole, two hundred and fifty acres of land, more or less: to have and to hold the said tract of land, with the privileges and appurtenances thereunto belonging, to the said Joseph Weaver, his heirs and assigns, to his and their only proper use, benefit, and behoof, forever, with all right, interest, claim, or demand, which we, or either of us, our heirs, executors, or administrators now have, can, or might have, or claim in and to the said tract of land or premises, or any part thereof, by virtue of our being the children and heirs of the said William Hurt: and we, and each and every of us, covenant and agree, to and with the said Joseph Weaver, his heirs and assigns, that we shall and will, upon reasonable notice, and at the expense of said Weaver, be ready and willing to do and perform any other or further act, and thereby to vest in the said Joseph, his heirs and assigns, all and each of our respective rights or interests that we now have, or may have, as the children or heirs of said William Hurt, deceased, in and to said premises, and every part thereof, firmly by these presents. In witness whereof, and all

and singular the premises aforesaid, we, the said Benjamin Jones, and Mary his wife, William Allen, and Olney his wife, and Peter Cayé, and Rachel his wife, have hereunto set our hands and seals, at Raleigh, in the province of Upper Canada, this 19th day of March, A. D. 1808.

BENJAMIN JONES, his × mark, [L. s.]
 MARY JONES, her × mark, [L. s.]
 WILLIAM ALLEN, his × mark, [L. s.]
 OLNEY ALLEN, her × mark, [L. s.]
 PETER CAYÉ, his × mark, [L. s.]
 RACHEL CAYÉ, her × mark, [L. s.]

Signed, sealed, and delivered, in the presence of

THOMAS M'CREA, J. P. W. D.
 JOHN DRAKE, J. P. W. D.
 NATHAN A. HURT.

UPPER CANADA, *Western District*, ss.

Be it remembered, that personally appeared before me, John Drake, Esq. one of His Majesty's Justices of the Peace for the said district, Mary Hurt, wife of Benjamin Jones, Olney Hurt, wife of William Allen, and Rachel Hurt, wife of Peter Cayé, and did severally acknowledge the within instrument of writing to be their free act and deed, by them severally executed and delivered for the purposes therein contained. Mary Jones, wife of Benjamin Jones, Olney Allen, wife of William Allen, and Rachel Cayé, wife of Peter Cayé, being likewise examined apart and separate from their husbands, touching their executions of said instrument of writing, did acknowledge that they did sign, seal, and deliver, as their act and deed, and that they did execute the same of their own free will and accord, without any compulsion, fear, or restraint of their said husbands, or any of them, and that they or either of them has no desire or wish to retract therefrom; and each is desirous that their act therein may be good and valid in law.

Acknowledged and done before me, at my house at Raleigh, in said district, this 19th day of March, A. D. 1808.

JOHN DRAKE, J. P. W. D. [L. s.]

TERRITORY OF MICHIGAN, *District of Detroit*, ss.

Be it remembered, that personally appeared before me, Peter Audrain, Esq. one of the Justices assigned to keep the peace in and for the district of Detroit, and territory of Michigan, aforesaid, Nathan Hurt, who, being duly sworn, deposed and said, that the signature of Nathan Hurt, as subscribing witness to the within deed, is of his own handwriting; and, further, that he was personally present at the execution of said deed, and saw Benjamin Jones and Mary, wife of said Benjamin, William Allen, and Olney, wife of said William, Peter Cayé, and Rachel, wife of said Peter, respectively sign, seal, and deliver said instrument of writing, as their and each of their free act and deed, for the purposes therein mentioned, the same being first read and explained to them respectively.

NATHAN HURT.

Sworn and subscribed before me, this 28th day of March, 1808.

PETER AUDRAIN, J. P. D. D.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 99; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to Thursday next, at ten o'clock in the forenoon.

THURSDAY, March 31, 1808.

The Board met at ten o'clock in the forenoon, pursuant to adjournment.

No. 100. JULIAN HAMTRAMCK and HARRIET HAMTRAMCK.—The claim of Julian and Harriet Hamtramck, daughters of the late Colonel John Francis Hamtramck, deceased, to a farm on river Detroit, in the district of Detroit, which was duly entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 249, under the date of 31st January, 1805, was taken into consideration. This tract of land is situate on the river Detroit, in the district of Detroit, and contains two arpents in front, by forty in depth, is bounded in front by the river Detroit, and in rear by uncanceled lands, above by Jean Baptiste Chapoton, and below by the farm of the late Antoine Moras, deceased.

Whereupon, Ignace Moras was brought forward as a witness in behalf of the claimants, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, Jacques Campeau was in possession and occupancy of the premises, and continued so until he sold to the late Colonel Hamtramck, who possessed and occupied the same until his death; since which time, the claimants, by their guardian, Governor Harrison, of the Indiana territory, have possessed and tenanted the premises.

And thereupon it doth appear to the commissioners that the claimants are entitled to the above described tract of land, and that they have a certificate thereof, which certificate shall be No. 100; and that they cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to Saturday next, at ten o'clock in the forenoon.

STANLEY GRISWOLD,
 PETER AUDRAIN,
 JAMES ABBOTT.

No. 6.

Transcript of the minutes of the Board of Commissioners at Detroit, from the 2d day of April to the 28th May, 1808, inclusively.

SATURDAY, April 2, 1808.

The Board met at ten o'clock in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Monday next, at ten o'clock in the forenoon.

MONDAY, April 4, 1808.

The Board met at ten o'clock in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Wednesday next, at ten o'clock in the forenoon.

WEDNESDAY, April 6, 1808.

The Board met at ten o'clock in the forenoon, pursuant to adjournment; and, there being no business, adjourned to to-morrow, at ten o'clock in the forenoon.

THURSDAY, April 7, 1808.

The Board met at ten o'clock in the forenoon, pursuant to adjournment.

No. 101. TOUSSAINT POTHIER.—The Board took into consideration the claim of Toussaint Pothier to a lot of ground at Michillimackinack, which had been entered with the former Commissioners of the Land Office at Detroit,

in volume 2, page 18, under the date of the 26th December, 1805. The said lot is ninety-seven feet in front, and one hundred and seventy-six in depth, more or less; is bounded in front by the lake, in rear by the main street, on the southwest by Messrs. Rocheblane and Porlier, northeast by the street dividing the public ground from the town.

Whereupon, George Meldrum was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the claimant was in possession and occupancy of the premises, and has continued so to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described lot of ground, and that he have a certificate thereof, which certificate shall be No. 101; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of ground therein contained, to be returned to the Register of the Land Office at Detroit.

No. 102. ROUSSEAU and BAILLY.—The Board took into consideration the claim of Rousseau and Bailly to a lot of ground at Michillimackinack, which had been entered with the former Commissioners of the Land Office at Detroit, in vol. 2, page 20, under the date of December 26, 1805. The said lot is eighty-six feet in front, by two hundred in depth, more or less, bounded by Michael Doussman on the southwest, and on the northeast by Rocheblane and Porlier.

Whereupon, George Meldrum was brought forward as a witness in behalf of the claimants, who, being duly sworn, deposed and said, that, previous to the 1st of July, 1796, one Charles Maillet was in possession and occupancy of the premises, and continued so until the 26th of June, 1802, when he sold to the claimants, as per deed recorded by the former register in book F, page 6.

Solomon Sibley was also brought forward as a witness in behalf of the claimants, who, being duly sworn, deposed and said, that Joseph Bailly, one of the claimants, was in possession and occupancy of the premises in July, 1807.

And thereupon it doth appear to the commissioners that the claimants are entitled to the above described lot of ground, and that they have a certificate thereof, which certificate shall be No. 102; and that they cause the same to be surveyed, and a plot of the survey, with the quantity of ground therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to Saturday next, at ten o'clock in the forenoon.

SATURDAY, April 9, 1808.

The Board met at ten o'clock in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Monday next, at ten o'clock in the forenoon.

MONDAY, April 11, 1808.

The Board met at ten o'clock in the forenoon, pursuant to adjournment; and, there being no business, adjourned to to-morrow, at ten o'clock in the forenoon.

TUESDAY, April 12, 1808.

The Board met at ten o'clock in the forenoon, pursuant to adjournment.

No. 103. JACOB FRANKS.—The Board took into consideration the claim of Jacob Franks to a lot of ground at Michillimackinack, which had been entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 457, under the date of the 24th of December, 1805. This lot is eighty feet in front by one hundred and fifty in depth, is bounded in front by the main street, in rear by the lake, on one side by Michael Doussman, and on the other by a lane leading to the lake.

Whereupon, John McGulpin was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st of July, 1796, Alexis Laframboise, deceased, was in possession and occupancy of the premises, and continued so until his death; that Josiah Bleakley, curator to the estate of said Laframboise, sold to the claimant, (as per deed of 17th of July, 1802,) who has possessed and occupied the premises to this day, at least until last fall, when the deponent left Michillimackinack.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described lot of ground, and that he have a certificate thereof, which certificate shall be No. 103; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of ground therein contained, to be returned to the Register of the Land Office at Detroit.

No. 104. DOMINICK ROUSSEAU.—The claim of Dominick Rousseau was taken into consideration, to a lot of ground at Michillimackinack, which had been entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 458, under the date of 24th of December, 1805. The said lot is about thirty feet in front by fifty in depth, is bounded in front by a small street leading to the lake, in the rear by Jacques Vasseur, east by Simon Champaigne, and west by Pierre Lacroix.

Whereupon, John McGulpin was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st of July, 1796, Joseph Vaillancourt was in possession and occupancy of the premises, and continued so until he sold to Michael Doussman, who sold to Jacques Vieux, who sold to the claimant, who has ever since possessed and occupied the same, at least until last fall, when the deponent left Michillimackinack.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described lot of ground, and that he have a certificate thereof, which certificate shall be No. 104; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of ground therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to to-morrow, at ten o'clock in the forenoon.

WEDNESDAY, April 13, 1808.

The Board met at ten o'clock in the forenoon, pursuant to adjournment.

No. 105. THE WIDOW and HEIRS OF EZEKIEL SOLOMON, deceased.—The Board took into consideration the claim of the widow and heirs of the late Ezekiel Solomon to a lot of ground at Michillimackinack, which had been entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 464, under the date of the 24th of December, 1805. This lot is fifty feet square, is bounded on one side by a lot ceded to Angus McDonald, in rear by a lot ceded to Joseph Greville, now the property of André Sarrere, in front by the main street.

Whereupon, John McGulpin was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st of July, 1796, the late Ezekiel Solomon, deceased, was in possession and occupancy of the premises, and continued so until his death; since which time, the widow and children have possessed and occupied the same, at least until last fall, when the deponent left Michillimackinack.

And thereupon it doth appear to the commissioners that the claimants are entitled to the above described lot of ground, and that they have a certificate thereof, which certificate shall be No. 105; and that they cause the same to be surveyed, and a plot of the survey, with the quantity of ground therein contained, to be returned to the Register of the Land Office at Detroit.

No. 106. PIERRE LACROIX.—The Board took into consideration the claim of Pierre Lacroix to a lot in Michillimackinack, which had been entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 465, under the date of the 24th of December, 1805. This lot is fifty-five feet in front by seventy-five feet in depth, is bounded in front by a street leading to the water, on one side by Simon Champaigne, and on the other by Joseph Guy and Dominick Rousseau.

Whereupon, John McGulpin was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that the claimant was in possession and occupancy of the premises previous to the 3d of March, 1807, and continued so until last fall, when the deponent left Michillimackinack.

This claim is postponed for further evidence.

And then the Board adjourned to to-morrow, at ten o'clock in the forenoon.

THURSDAY, April 14, 1808.

The Board met at ten o'clock in the forenoon, pursuant to adjournment.

No. 107. ROBERT DIXON.—The Board took into consideration the claim of Robert Dixon, No. 3, to a lot of ground in Michillimackinack, which had been entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 460, under the date of the 24th of December, 1805. This lot is fifty feet in front towards the lake, running northeast and southwest forty feet, then seventy feet to the main road, then ninety feet upon the main road or street, northwest one hundred and seventy feet, bounded on one side by Lewis Crayford, and on the other side by Jean Batiste Tabau, in front by the lake, and in rear by the main street.

Whereupon, John McGulpin was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st of July, 1796, Charles Morisson was in possession and occupancy of the premises, and continued so until he sold to the claimant, who has since possessed and occupied the same, at least until last fall, when this deponent left Michillimackinack.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described lot of ground, and that he have a certificate thereof, which certificate shall be No. 107; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of ground therein contained, to be returned to the Register of the Land Office at Detroit.

No. 108. JOHN McDONALD.—The Board took into consideration the claim of John McDonald to a lot in Michillimackinack, which had been entered with the former Commissioners of the Land Office at Detroit, in vol. 2, page 1, under the date of 24th December, 1805. This lot is a triangle figure, bounded on the southwest by the highway, three hundred and thirty-five feet in front, and on the southeast by a passage to the fields, two hundred and thirty feet, and on the west three hundred and eighty-five feet.

Whereupon, John McGulpin was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st of July, 1796, the claimant was in possession and occupancy of the premises, and continued so until last fall, when this deponent left Michillimackinack.

And thereupon it appears to the commissioners that the claimant is entitled to the above described lot of ground, and that he have a certificate thereof, which certificate shall be No. 108; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of ground therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to Saturday next, at ten o'clock in the forenoon.

SATURDAY, April 16, 1808.

The Board met at ten o'clock in the forenoon, pursuant to adjournment.

No. 109. MICHAEL DOUSSMAN.—The Board took into consideration the claim of Michael Doussman to a lot of ground in Michillimackinack, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 2, page 21, under the date of the 26th of December, 1805. This lot is sixty-six feet front, running to the northeastward two hundred feet, more or less, bounded in front by the lake, by the main street in the rear, on the southwest by Jacob Frank's lot, and on the northeast by Joseph Bailly's lot.

Whereupon, John McGulpin was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st of July, 1796, Nicholas Marchessaux was in possession and occupancy of the premises, and continued so until he sold to the claimant, who has possessed and occupied the same until last fall, when this deponent left Michillimackinack.

And thereupon it doth appear to the commissioners that the claimant is entitled to the aforesaid lot of ground, and that he have a certificate thereof, which certificate shall be No. 109; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of ground therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to Monday next, at ten o'clock in the forenoon.

MONDAY, April 18, 1808.

The Board met at ten o'clock in the forenoon, pursuant to adjournment.

No. 110. DAVID MITCHELL.—The Board took into consideration the claim of David Mitchell, No. 6, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 2, page 22, under the date of the 26th December, 1805. This claim is a piece of land, situate on the island of Michillimackinack, containing, by estimation, about one hundred and forty acres, and is bounded as follows, to wit: commencing at the high road, bounded nearly on the south by the said high road, on the northeast side running along the village of Michillimackinack, on the southwest by the said road, on the northwest by the farm of Charles Gotier, and on the northeast by unconceded lands.

Whereupon, John McGulpin was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st of July, 1796, the claimant was in possession and occupancy of the premises, and has continued so to this day, to the exception of a certain quantity of land lying between the village and the said Mitchell's enclosures, and which is now used as a pasture by the garrison of Michillimackinack, and supposed to contain about forty acres.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, with the exception of the public pasture, and that he have a certificate thereof, which certificate shall be No. 110; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to Wednesday next, at ten o'clock in the forenoon.

WEDNESDAY, April 20, 1808.

The Board met at ten o'clock in the forenoon, pursuant to adjournment.

No. 111. JOHN LITTLE.—The Board took into consideration the claim of John Little to a tract of land at Grosse Pointe, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 56, under the date of January 9, 1805, containing three arpents in front by forty in depth, bounded in front by lake St. Clair, southwest by Ambrose Tremble, northeast by Joseph Socier, and in rear by unconceded lands.

Whereupon, Simon Yax was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st of July, 1796, Joseph Socier was in possession and occupancy of the premises, and continued so until he sold to the claimant the 27th December, 1799; since which time, the claimant has possessed and occupied the same.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 111; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to Friday next, at ten o'clock in the forenoon.

FRIDAY, April 22, 1808.

The Board met at ten o'clock in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Monday next, at ten o'clock in the forenoon.

MONDAY, April 25, 1808.

The Board met at ten o'clock in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Wednesday next, at ten o'clock in the forenoon.

WEDNESDAY, April 27, 1808.

The Board met at ten o'clock in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Friday next, at ten o'clock in the forenoon.

FRIDAY, April 29, 1808.

The Board met at ten o'clock in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Monday next, at ten o'clock in the forenoon.

MONDAY, May 2, 1808.

The Board met at ten o'clock in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Thursday next, at ten o'clock in the forenoon.

THURSDAY, May 5, 1808.

The Board met at ten o'clock in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Saturday, at ten o'clock in the forenoon.

SATURDAY, May 7, 1808.

The Board met at ten o'clock in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Monday next, at ten o'clock in the forenoon.

MONDAY, May 9, 1808.

The Board met at ten o'clock in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Thursday next, at ten o'clock in the forenoon.

THURSDAY, May 12, 1808.

The Board met at ten o'clock in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Saturday next, at ten o'clock in the forenoon.

SATURDAY, May 14, 1808.

The Board met at ten o'clock in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Monday next, at ten o'clock in the forenoon.

MONDAY, May 16, 1808.

The Board met at ten o'clock in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Wednesday next, at ten o'clock in the forenoon.

WEDNESDAY, May 18, 1808.

The Board met at ten o'clock in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Saturday next, at ten o'clock in the forenoon.

SATURDAY, May 21, 1808.

The Board met at ten o'clock in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Monday next, at ten o'clock in the forenoon.

MONDAY, May 23, 1808.

The Board met at ten o'clock in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Wednesday next, at ten o'clock in the forenoon.

WEDNESDAY, May 25, 1808.

The Board met at ten o'clock in the forenoon, pursuant to adjournment.

No. 112. JEAN BATISTE LEBEAU.—The Board took into consideration the claim of Jean Batiste Lebeau, as grantee of Pierre Delorier, for part of a claim entered by said Pierre Delorier with the former Commissioners of the Land Office at Detroit, in vol. 1, page 259, under the date of 31st January, 1805. This claim contains two arpents in front on river Detroit, and extends, in depth, to a fork of river Aux Ecorces, and is bounded on both sides by the lands of Bazile Pepin.

Whereupon, Gabriel Godfroy was brought forward as a witness on behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st of July, 1796, Charles Fontaine was in possession and occupancy of the premises, and continued so until 13th January, 1800, when he sold to the said Pierre Delorier, who occupied the same until he sold said part of the said tract to the present claimant, who has possessed and occupied the same to this day.

The claimant produced, in support of his claim, the following deed, to wit:

Par devant les temoins soussignés fut présent Pierre Delorier, habitant demeurant dans le district du Detroit, lequel reconnait avoir vendu, cédé, transporté, et délaissé, dès maintenant et à toujours avec garantie de tous troubles, dons, douaires, dettes, hypothèques, et de tout empêchement généralement quelconque, (excepté de la part des Etats Unis de l'Amerique) au nommé Jean Batiste Lebeau, aussi habitant dans le district du Detroit, à ce présent acceptant acquéreur pour lui, ses hoirs, et ayant cause à l'avenir, une portion de terre sise et située sur la rivière du Detroit, plus bas que la rivière Aux Ecorces, bornée des deux côtés par les terres de Bazile Pepin, et par derrière par les terres non concédées, ensemble les bâtiments suscontruits, clôtures, improvements, &c. circonstances, et dépendances. Cette portion de terre consistant en deux arpents de front sur le nombre d'arpents qui peuvent se trouver depuis le front jusqu'à la fourche, le dit vendeur se réservant le reste de cent-vingt arpents de profondeur, tel qu'il les a achetées de Charles Fontaine par contrat passé par devant M. Bellecour, notaire public au Detroit, le 13 Février, 1800, et enregistré au bureau des terres dans le livre B, fo. 168, par George Hoffman, greffier.

Cette vente, cession, transport, et délaissement ainsi fait pour et moyennant la somme de quarante pounds, cours de la Nouvelle York, que le dit vendeur reconnait avoir reçu comptant du dit acquéreur avant la passation des présentes, dont il le tient quitte et déchargé ainsi que tous autres.

Au moyen de quoy le dit Pierre Delorier, a de ce moment transporté, et par ces présentes transporte au dit Jean Batiste Lebeau, ses hoirs, et ayant cause à l'avenir, tous et tels droits de propriété, noms, raisons, actions et tous autres droits qu'il a et a pu avoir sur la dite portion de terre susvendue, voulant et entendant qu'il en soit mis en bonne possession et seigneurie par qui, et ainsi qu'il appartiendra en vertu des présentes.

Fait et passé au Detroit, le 30 Septembre, A. D. 1806, et le dit Pierre Delorier ayant déclaré ne savoir signer, a fait sa marque ordinaire, et a scellé en présence de temoins, après lecture faite des présentes.

PIERRE DELORIER, sa x marque. [L. s.]

En présence de PETER AUDRAIN.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 112; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 113. JONATHAN SCHIEFFELIN.—The Board took into consideration the claim of Jonathan Schieffelin, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 2, page 80, under the date of the 19th February, 1805, to two tracts of land, now united in one farm, containing, by estimation, six hundred acres of land, it being six acres in front, by one hundred acres in depth, bounded in front by the river Detroit, and in rear by unlocated lands, on the southwest by the lands of Jean Batiste Drouillard, and on the northeast by the river Aux Ecorces, and by lands of the claimant.

Whereupon, Jean Batiste Drouillard was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st of July, 1796, one Etienne Lebeau was in possession and occupancy of the premises, and continued so until he sold to the claimant, who has possessed and tenanted the premises to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 113; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to Thursday next, at ten o'clock in the forenoon.

THURSDAY, May 26, 1808.

The Board met at ten o'clock in the forenoon, pursuant to adjournment.

No. 114. ANGELIQUE CICOI, and her children.—The Board took into consideration the claim of Gabriel Godfroy, agent for and in behalf of Angelique Poupard Cicoi, wife of Jean Batiste Cicoi, and of the children of the said Angelique, to wit, Zachariah, Joseph, Batiste, Jacques, Francois, Agathe, Marie, Catherine, Susan, and Therese Cicoi, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 2, page 99, under the date of 14th November, 1806, to two tracts of land, now united in one farm, and containing, by estimation, — arpents, being six arpents in front on river, and extending in depth to the line of the lands of the St. Cosme family, bounded above by the land of the widow Delille, and below by the land of Charles Labadi.

Whereupon, Alexis Descontes Labadi was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st of July, 1796, the widow Poupard, mother and grandmother of the claimants, was in possession and occupancy of the premises, and continued so until her death; since which time the claimants have been in possession and occupancy of the premises to this day.

And thereupon it doth appear to the commissioners that the claimants are entitled to the above described tract of land, and that they have a certificate thereof, which certificate shall be No. 114; and that they cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to Saturday next, at ten o'clock in the forenoon.

SATURDAY, May 28, 1808.

The Board met at ten o'clock in the forenoon, pursuant to adjournment.

No. 115. ANTOINE RIOPEL.—The Board took into consideration the claim of Antoine Riopel, which was duly entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 338, under the date of the 30th November, 1805, to a certain tract of land, containing, by estimation, two hundred and forty arpents, it being six arpents in front by forty in depth, situate, lying, and being on the northerly side of the river Raisins; beginning at a marsh, whereupon Godfroy's mill stands, bounded in front by said mill creek, and in the rear towards Sandy creek, by a lot reserved by Portier Benac, on the west-southwest by a farm of Jacques Lasselle, and on the east-northeast by a farm of Martin Nadeau.

Whereupon, Jean Batiste Jerome was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the claimant was in possession and occupancy of the premises, and has continued so to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 115; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 116. PIERRE DELORIER.—The Board took into consideration the claim of Pierre Delorier, which was duly entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 259, under the date of 31st January, 1805. This claim contains, by estimation, two hundred and forty arpents, it being two arpents in front by one hundred and twenty in depth, bounded in front by the river Detroit, and in rear by unlocated lands, and on both sides by the lands of Bazile Pepin. From this claim is to be deducted the quantity of land which will be found from the river Detroit to the fork on the river Aux Ecorces, now confirmed to Jean Batiste Lebeau, No. 112.

Whereupon, Gabriel Godfroy was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, one Charles Fontaine was in possession and occupancy of the premises, and continued so until 13th January, 1800, when he sold to the claimant, who occupied the whole tract until he sold part of it to Jean Batiste Lebeau.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 116; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to Monday next, at ten o'clock in the forenoon.

We do certify the foregoing to be a true transcript from the minutes of the Board of Commissioners of the Land Office at Detroit.

PETER AUDRAIN, Register.
JAMES ABBOTT, Receiver.

No. 7.

Transcript of the Board of Commissioners of the Land Office at Detroit, from the 30th day of May to the 29th day of June, 1808, inclusively.

MONDAY, May 30, 1808.

The Board met at ten o'clock in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Wednesday next, at ten o'clock in the forenoon.

WEDNESDAY, June 1, 1808.

The Board met at ten o'clock in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Saturday next, at ten o'clock in the forenoon.

SATURDAY, June 4, 1808.

The Board met at ten o'clock in the forenoon, pursuant to adjournment.

No. 117. JOHN DICKS.—The Board took into consideration the claim of John Dicks to a farm on the south side of the river Rouge, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 16, under the date of 4th November, 1805. This farm contains six acres in front by forty acres in depth, is bounded in front by the river Rouge, and in rear by unlocated lands, on one side by the lands now owned by George Hoffman, and on the other side by the lands of John Cisse.

Whereupon, Edward McCarty was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the claimant was in possession and occupancy of the premises, and has continued so to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 117; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to Monday next, at ten o'clock in the forenoon.

MONDAY, June 6, 1808.

The Board met at ten o'clock in the forenoon, pursuant to adjournment.

No. 118. FRANÇOIS TRUDELLÉ.—The claim of François Trudelle was taken up for examination; and the notice by him filed this day with the Register of the Land Office was read in the words and figures following, viz.

To PETER AUDRAIN, Register of the Land Office at Detroit.

SIR:

DETROIT, June 6, 1808.

Please to take notice that I enter with the Commissioners of the Land Office at Detroit my claim to a tract of land, situate, lying, and being on the river Rouge, in the district of Detroit, which I have possessed, occupied,

and improved, for upwards of twenty years, without any interruption. This tract contains three arpents in front by forty arpents in depth, is bounded in front by river Rouge, on one side by Toussaint Riopel, and on the other by lands of ——— Desplaines, deceased.

FRANCOIS TRUELLE, his x mark.

Witness, LOUIS VESSIERE, Fils.

The following instrument of writing was produced by the claimant, in support of his claim, to wit:

"Je soussigné reconnais et déclare à tous ceux qu'il appartiendra que dans le mois de Mars, 1785, à la requête des principaux propriétaires des terres à la rivière Rouge, à main gauche en montant, je me suis expressement transporté de ma maison et domicile, sis au village du Détroit, pour tirer des lignes de séparation et planter des bornes entre les dits propriétaires, et que j'ai tiré les dites lignes sur un rhomb de vent de sud, vingt degrés au ouest, mais n'ayant point des indications suffisantes des situations des donations sauvages, et voyant que les autres lignes n'étaient pas suffisamment couchées au ouest pour éviter la grande rivière du Détroit, je me suis encore transporté une autrefois, accompagné par le Sr. Thomas Williams, cy-devant arpenteur de l'endroit, pour bien examiner comment les dites lignes doivent couler: nous avons donc par consultation mutuelle jugé à propos que les dites lignes doivent couler sur trente degrés au ouest, et en rapportant notre détermination aux dits propriétaires, ils étaient parfaitement satisfaits, et ont signé une convention pour cet effet, laquelle est enregistrée au greffe du Détroit par le Sr. Guillaume Montforton, greffier et notaire public de l'endroit. Enfin je suis revenu le 11ème jour du mois d'Avril, et j'ai commencé de couler les lignes selon la susdite convention, commençant par Gabriel Godfroy trois arpents, en montant, ensuite trois pour Alexis Labadi, trois pour Pierriche Chicot, trois pour Baptiste Chicot, six pour Alexis Delille, ensuite trois pour Laderoute, six pour les enfants de Pierriche Chêne, deux pour Cattin, trois pour François Truelle, trois pour Pierriche Robert, trois pour A. B. Delille, tous à main gauche en montant la rivière, et selon les indications des donations sauvages, sans avoir égard à la qualité, à l'affection, ny aux protestations des parties. Ainsi je l'atteste et je l'assure par mon seing et par les personnes nommées et signés cy-dessus.

Fait au Détroit, le 18 Avril, 1785.

PHIL. R. FRY.

PIERRE + ROBERT, CICOT.
LOUIS + LADERROUTE, PIERRE + CHENE.
BEN. + CAMPEAU, ensuite LADERROUTE."

Whereupon, Joseph Thibault was brought forward as a witness in behalf of the claimant, who, being sworn, deposed and said, that, many years previous to the 1st of July, 1796, the claimant was in possession and occupancy of the premises, and has continued so to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 118; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 119. LOUIS VESSIERE LAFERTE, Jr.—The claim of Louis Vessière, dit Laferte, Jr. was taken up for consideration; and the notice by him filed this day with the Register of the Land Office at Detroit was read in the words and figures following, to wit:

To PETER AUDRAIN, Register of the Land Office at Detroit.

SIR:

DETROIT, 6th June, 1808.

Please to take notice that I enter with the Commissioners of the Land Office at Detroit my claim to a tract of land, situate, lying, and being on river Rouge, in the district of Detroit, bounded in front by the river Rouge, on one side by Toussaint Riopel, and on the other side by the lands of the late Joseph Voyer, deceased, which I have purchased from Israel Ruland, as per deed herewith, dated 20th September, 1793, which tract I have improved and occupied to this day. This tract contains three arpents and upwards in front, and extends in depth to the line of the lands of the family of St. Cosme.

LOUIS VESSIERE LAFERTE.

The claimant produced, in support of his claim, the following deed, to wit:

DETROIT, District du Ouest:

Par devant François Desruisseaux Bellecour, notaire au Detroit, y résidant, et témoins soussignés, fut présent le sieur Israel Ruland, marchand orfèvre, demeurant dans la côté sud-ouest de la paroisse de Ste. Anne de ce district, lequel a reconnu et confessé par ces présentes avoir vendu, cédé, quitté, transporté, et délaissé, dès maintenant et à toujours, avec garantie de tous troubles, dons, douaires, dettes, hypothèques, évictions, et alienations, et de tout autre empêchement généralement quelconque, au sieur Louis Vessière fils, à ce présent et acceptant acquéreur pour lui, ses heirs, et ayant cause à l'avenir, une terre de trois arpents de front et plus, et environ sise du côté du sud-ouest de la rivière Rouge, prenant par devant sur le bord de la ditte rivière sur toute la profondeur qu'elle peut porter joignant les terres des héritiers de la famille St. Cosme, bornée d'un côté, au sud, à la terre de Pierre Robert, et de l'autre côté, au ouest, à celle de Gabriel Godfroy; tel et ainsi que la ditte terre se poursuit et comporte de toutes parts, circonstances, et dépendances que le dit acquéreur dit avoir vu et visité, et dont il est content et satisfait.

Cette vente, cession, transport, et délaissement ainsi fait pour et moyennant la somme de cent pounds, cours de la Nouvelle York, payable, comme suit, savoir: quarante pounds que le dit vendeur reconnait avoir reçu comptant à la passation des présentes, et les soixante pounds restant à payer, comme suit, savoir: vingt pounds que le dit acquéreur promet et s'oblige de payer au dit vendeur dans le cours de l'an 1794, vingt pounds en 1795, et les vingt pounds pour dernier et parfait payement dans le cours de 1796, et ce en grains, farine, bois, et foins que le dit Israel Ruland s'oblige de prendre au prix courant du tems pour les dits trois derniers payements; et au moyen de ce que dessus et de l'autre part, le dit sieur vendeur a de ce moment transporté au dit acquéreur tous et tels droits de propriété, noms, raisons, actions, et tous autres droits qu'il a et a pu avoir sur la ditte terre, laquelle il déclare avoir acquise de Charles Baron par contrat en date du 19 du courant, lequel il a remis au dit sieur Vessière, voulant et entendant qu'il en demeure vêtu et dispose comme d'un bien justement acquis, et qu'il en soit mis en bonne possession et seigneurie par lui et ainsi qu'il appartiendra en vertu des dites présentes, et a été accordé que la dame veuve Delille pourra prendre et couper dans le bois sur la ditte terre cinq milliers de perches, et les picquets en proportion; car ainsi sont convenues les parties de bonne foy, promettant, &c. obligant, &c. renonçant, &c. Fait et passé au dit Detroit en l'étude du dit notaire le 20 Septembre, 1793, avant midi, et ont les parties signés et scellés, après lecture faite suivant l'ordonnance.

ISRAEL RULAND, [L. s.]
LOUIS VESSIERE, Fils. [L. s.]

Présence de CHARLES POUPARD,
WILLIAM ANDREWS.

Whereupon, François Truelle was brought forward as a witness on behalf of the claimant, who, being duly sworn, deposed and said, that, in the year 1793, the claimant was in possession and occupancy of the premises, and has continued so to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 119; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to to-morrow, at ten o'clock in the forenoon.

TUESDAY, June 7, 1808.

The Board met at ten o'clock in the forenoon, pursuant to adjournment.

No. 120. JEAN BAPTISTE ALOIRE, dit LAPIERRE.—The Board took into consideration the claim of Jean Baptiste Aloire, dit Lapiere, as grantee of Louis Benfait, senior, and of Charles Poupard, to a tract of land, situate, lying, and

being at Grand Marais, at what is called the coulée des Renards, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 407, under the date of 12th December, 1805. This tract contains four arpents in front by forty arpents in depth, is bounded in front by the river Detroit, and in rear by unconceded lands, above by lands of François Thibault, and below by lands of Louis Griffard.

Whereupon, Jean Baptiste Chaponet was brought forward as a witness in behalf of the claimant; who, being duly sworn, deposed and said, that, more than thirty years ago, the premises were in possession of the late William St. Bernard, and continued so until he sold one moiety thereof to Louis Benfait, and, after his death, his son Hypolite sold the other moiety to Charles Poupard, which two last grantees continued in possession until they sold their respective moiety to the claimant, who has occupied and tenanted the same to this day.

The claimant produced, in support of his claim, the two following deeds of bargain and sale, to wit:

TERRITOIRE DE MICHIGAN, District du Detroit, savoir:

Cette indenture faite au Detroit le 27eme jour d'Avril, l'an de notre Seigneur mil huit cent sept, par devant George McDougall, notaire public pour le territoire et district cy-dessus, et temoins soussignés, entre Charles Poupard d'une part, et Jean Baptiste Aloire, dit Lapierre, de l'autre part, temoigne que le dit Charles Poupard, pour et en consideration de la somme de cent cinquante piastres, argent courant des États Unis, à lui en mains payé par le dit Jean Baptiste Aloire, dit Lapierre, la recette desquelles le dit Charles Poupard reconnoit par ces présentes, lui le dit Charles Poupard a concédé, contracté et vendu, aliéné et confirmé, et par ces présentes il concède, contracte et vende, aliène et confirme au dit Jean Baptiste Aloire, dit Lapierre, à perpétuité, pour lui, ses hoirs, et ayant cause, tout cette messuage, ou morceau de terre, d'un arpent et demi de front sur quarante arpents de profondeur, faisant partie de la terre du dit vendeur, située au Grand Marais, bornée en front par une prairie que le dit vendeur se réserve vers le fleuve du Detroit qui se trouve à la distance d'un arpent au sud du chemin public, à commencer d'une borne qui y est placée, et à compter de la en profondeur vers le nord-ouest par des terres non concédées quarante arpents, borné vers le nord-est par la terre de Louis Benfait, vers le sud-ouest par la terre d'Ignace Thibault, faisant soixante arpents de terre en toute, et aussi tous les bâtiments, clôtures, arbres, commodités, et appartenances quelconques susmentionné, sans réserve, et tout le droit, titre, intérêt, clame et demande quelconque de lui le dit Charles Poupard dans le dit messuage ou tenement et premisses et chaque part d'icelle: D'avoir et tenir le susdit messuage ou tenement, et tous et singulier les premisses susmentionné, et chaque partie d'icelle avec les appartenances au dit Jean Baptiste Aloire, ses hoirs, et ayant cause, pour le seul profit et avantage du dit Jean Baptiste Aloire, ses hoirs, et ayant cause, à perpétuité. Et le dit Charles Poupard, pour lui et ses hoirs, garantie et pour toujours defendra la dite messuage et tenement et premisses et chaque part et partie d'icelle contre lui et ses hoirs, et contre tous et chaque person et personnes quelconque, au dit Jean Baptiste Aloire, ses hoirs, et ayant cause. Et le dit Charles Poupard, pour la consideration susdit, convient, promet, et s'oblige envers le dit Jean Baptiste Aloire, pour lui même, ses hoirs, et ayant cause, d'accorder au dit Jean Baptiste Aloire ledroit de faucher, faire et enlever douze cent bottes de foin annuellement durant sa vie, durant et celle de ses enfants, à être pris et faite sur la prairie susmentionnée, qui faisait autrefois partie de la terre vendue par ces présentes, à condition que la dite terre reste entre leurs mains ou possession durant tout ce tems là, autrement le dit droit de faucher, &c. cessera dès le moment qu'ils l'aliéneront. En foy de quoy les parties susdite ont respectivement signé et cacheté le présent, après lecture faite au Detroit le jour et an susdit.

CH. POUPARD, [L. s.]

JEAN BTE. ALOIRE, sa x marque. [L. s.]

Signé, cacheté, et livré en la présence de

ALEXIS DE CERAÏT DE COQUILLARD,

ISIDORE PELTIER, sa x marque.

GEO. McDUGALL, N. P. T. M.

TERRITORY OF MICHIGAN, District of Detroit, to wit:

Personally appeared before me, George McDougall, notary public for the territory and district aforesaid, Charles Poupard and Jean Baptiste Aloire, dit Lapierre, who severally acknowledged that they had signed, sealed, and delivered the foregoing instrument of writing (which I read and explained to them) for the purposes therein contained, and they desire that it may be recorded. In testimony whereof, I have hereunto set my hand, and affixed my seal of office, the twenty-seventh day of April, in the year one thousand eight hundred and seven.

GEO. McDUGALL, N. P. T. M.

The claimant produced also the following certificate of Charles Lafleur, to wit:

Moi soussigné Charles Poupard donne plein et entier pouvoir à Jean Baptiste Aloire, dit Lapierre, de retirer le certificat de deux arpents de terre de front au Grand Marais sur quarante de profondeur à prendre du fleuve. Fait au Detroit, en présence de temoins, le 7 Juin mil huit cent huit.

CH. POUPARD.

ETIENNE DUBOIS, témoin.

TERRITOIRE DE MICHIGAN, District du Detroit:

Par devant les temoins soussignés fut present Louis Benfait, du district du Detroit, et territoire de Michigan, lequel a reconnu avoir vendu, cédé et transporté, et par ces présentes vend, cede et transporte, dès maintenant et à toujours au sieur Jean Baptiste Aloire, dit Lapierre, residant actuellement dans la ville du Detroit, à ce present acceptant acquéreur pour lui, ses hoirs, et ayant cause à l'avenir, une certaine portion de terre sise et située à la coulée des Renards, près le Grand Marais dans le susdit district et territoire, consistant en la moitié d'une certaine ferme autrefois la propriété de Jean Baptiste Leduc, qui l'a vendu au sieur Guillaume Bernard, par contrat passé devant M. Jean Baptiste Campeau, notaire, le 27eme jour de Juin, l'an 1750. La veuve du dit Guillaume Bernard a vendu au dit Benfait la dite moitié susvendue, et elle a légué à son fils Hypolite l'autre moitié, qui l'a vendu à Charles Poupard, lequel Charles Poupard l'a vendue au dit Jean Baptiste Aloire, dit Lapierre, par contrat passé au Detroit devant M. George McDougall le 27 Avril, 1807. La dite moitié susvendue se trouve entre la moitié déjà vendue au present acquéreur par Charles Poupard et la terre de Madame Thibault, et contient un arpent et demi de front, plus ou moins, sur quarante arpents de profondeur; ce que le dit acquéreur dit bien savoir et connoître, et dont il est content et satisfait.

Cette vente, cession, transport, et délaissement ainsi fait pour et moyennant le prix et somme de cinquante pounds, cours de la Nouvelle York, que le dit Louis Benfait reconnoit avoir reçu comptant du dit Jean Baptiste Aloire, dit Lapierre, lors et avant la passation des présentes, l'entient quitte et déchargé ainsi que tous autres. Au moyen de quoy le dit vendeur a de ce moment transporté, et par ces présentes transport au dit acquéreur, ses hoirs, et ayant cause à l'avenir, tous et tels droits de propriété qu'il a et a pu avoir sur la dite portion de terre, voulant et entendant qu'ils en soit mis en bonne possession et seigneur par qui et ainsi qu'il appartiendra en vertu des présentes. Le dit Louis Benfait garantie par ces présentes au dit Jean Baptiste Aloire, ses hoirs, et ayant cause à l'avenir, la susdite portion de terre susvendue libre et franche de toutes dettes et hypothèques.

Fait et passé au Detroit le vingt troisième jour du mois de May mil huit cent sept, et le dit Louis Benfait a signé et scellé après lecture faite en présence des temoins soussignés.

LOUIS BENFAIT. [L. s.]

Signé, scellé, et délivré en presence de

HENRY J. HUNT.

TERRITORY OF MICHIGAN, *District of Detroit, ss:*

Personally appeared before me, the undersigned, one of the justices of the peace in the district of Detroit, Louis Benfait, the above grantor, who acknowledged that he had signed, sealed, and delivered the foregoing deed of bargain and sale for the purposes therein contained, and that the same may be recorded. In testimony whereof, I have hereunto set my hand and seal, at Detroit, the twenty-third day of May, one thousand eight hundred and seven.

PETER AUDRAIN, *J. P. D. D.*

And thereupon it doth appear to the commissioners, that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 120; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to to-morrow, at ten o'clock in the forenoon.

WEDNESDAY, June 8, 1808.

The Board met at ten o'clock in the forenoon, pursuant to adjournment.

No. 121. *ANDRE VIGER.*—The board took into consideration the claim of André Viger, as grantee of James May, Esq. (which was entered by the said James May with the former Commissioners of the Land Office at Detroit, in vol. 2, page 97, under the date of 19th February, 1805,) to a tract of land on river Aux Ecorces, containing, by estimation, three hundred arpents of land, it being three arpents in front by one hundred arpents in depth, bounded in front by the river Detroit, and in rear by unconceded lands, below by the lands of Bazile Pepin, and above by the lands of Baptiste Drouillard.

Whereupon, Alexis Labadi was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, James May, one of the heirs of the family of St. Cosme, was in possession of the premises, and continued so until he sold to the claimant, (as per deed dated the 21st March, 1798,) who has ever since possessed and occupied the same to this day.

The claimant produced, in support of his claim, the following deed, to wit:

L'an mil sept cent quatre vingt dix-huit et le 21eme jour de Mars, fut present Jacques May, écuyer, un des juges de la cour des playdoiers communs pour le comté de Wayne, lequel reconnoit avoir vendu, cédé, transporté et délaissé, et par ces présentes vend, cede, transporte et délaissé, dès maintenant et à toujours, avec garantie de tout trouble, dons, douaires, dettes, hypothèques, et de tout autre empêchement généralement quelconque, à André Viger, à ce présent acceptant acquéreur pour lui, ses hoirs, et ayant cause à l'avenir, une plantation sise et située sur la rivière Aux Ecorces, joignant d'un côté, au nord-est, la plantation de Jean Baptiste Beausaume, et de l'autre côté, au sud-ouest, les terres non cédées, consistant en trois arpents de front sur la rivière du Detroit, sur cent arpents de profondeur, tel et ainsi que la dite plantation se poursuit et comporte de toutes parts que le dit acquéreur dit avoir vu et visitée, et dont il est content et satisfait.

Cette vente, cession, transport et délaissement, ainsi fait pour et en échange d'une piece de terre sise et située dans le district du Detroit, bornée de front par la grande route, d'un côté par Joseph Cabacier, et de l'autre côté par la terre appartenante actuellement au dit Jacques May, et consistante en un arpent et cinquante pieds de front, sur deux arpents et trente-six pieds de hauteur, ainsi qu'il appert par un contrat passé ce jour, &c. Et au moyen de ce que dessus le dit Jacques May a de ce moment transporté et transporte au dit André Viger, ses hoirs, et ayant cause à l'avenir, tous et tels droits de propriété, noms, raisons et actions, et tous autres droits qu'il a et pouvait avoir sur la dite plantation, voulant et entendant qu'il en soit mis en bonne possession et seigneurie ainsi, et par qu'il appartiendra en vertu des présentes.

Fait et passé au Detroit, en présence de temoins, le jour, mois, et an que dessus, et le dit Jacques May a signé et apposé son cachet aux présentes.

JAMES MAY. [L. s.]

Signé, scellé, et délivré en présence de PETER AUDRAIN, *Protonotaire.*

WAYNE COUNTY, ss.

Est personnellement comparu devant moy, Charles Francis Girardin, écuyer, un des juges des plaidoyers communs, Jacques May, écuyer, lequel a reconnu que le contrat de vente cy-dessus est son acte volontaire, et que comme tel il peut être enregistré dans les records du comté, ou partout ou besoin sera. En foy de quoy j'ai souscrit mon nom au Detroit, le 21 Mars, 1798.

CHARLES F. GIRARDIN, *J. C. P.*

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 121; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to to-morrow, at ten o'clock in the forenoon.

THURSDAY, June 9, 1808.

The Board met at ten o'clock in the forenoon, pursuant to adjournment.

No. 122. *WILLIAM FORSYTH.*—The Board took into consideration the claim of William Forsyth to two tracts of land, situate, lying, and being at Grösse Pointe, but now united in one farm, containing, by estimation, two hundred and eighty arpents of land, it being seven arpents in front by forty arpents in depth. The claim was entered with the former Commissioners of the Land Office at Detroit, in volume 1, page 96, under the date of 17th January, 1805, in two tracts, one of three arpents in front by forty arpents in depth, and the other of four arpents in front by forty arpents in depth, and is now bounded in front by lake St. Clair, and in rear by unlocated lands, on the lower side by the lands of Alexander Grant, and on the upper side by the lands belonging to the estate of the late James Donaldson, deceased.

Whereupon, John Little, junior, was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the claimant was in possession of, had settled and improved the above two described tracts of land, now united in one farm, and that, since that time, he has possessed and tenanted the same to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 122; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 123. *WILLIAM FORSYTH.*—The Board took into consideration another claim of William Forsyth, of another tract of land, situate, also, at Grösse Pointe, containing, by estimation, six hundred arpents of land, it being six arpents in front by one hundred arpents in depth. This claim was also entered with the former Commissioners of the Land Office at Detroit, in volume 1, page 96, under the date of 17th January, 1805, is bounded on the lower side by the lands belonging to the estate of the late James Donaldson, deceased, on the upper side by the lands of John Kinsey.

Whereupon, John Little, junior, was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the claimant was in possession of, had settled and improved the premises, and has continued so to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 123; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to to-morrow, at ten o'clock in the forenoon.

The Board met at ten o'clock in the forenoon, pursuant to adjournment.

FRIDAY, June 10, 1808.

NO. 124. JAMES AND FRANCIS LASSELLE.—The claim of James and Francis Lasselle, as grantees of widow Catherine Solau, to a tract of land on the river Aux Raisins, was taken up, and the notice by them filed with the Register of the Land Office at Detroit was read in the words and figures following, to wit:

To PETER AUDRAIN, *Register of the Land Office at Detroit*:

SIR:

DETROIT, June 10, 1808.

Take notice that we enter with the Commissioners of the Land Office at Detroit the following tract of land, situate, lying, and being on river Aux Raisins, in the district of Detroit, containing, by estimation, two hundred and forty arpents of land, it being two arpents in front by one hundred and twenty arpents in depth, bounded in front by the river Raisins, and in rear by unconceded lands, on one side by John Anderson, and on the other side by lands of the widow Solau. We make claim and set up title by virtue of possession, occupancy, and improvements made by us or those from whom we derive title.

For J. & F. LASSELLE,

THOMAS LECUYER.

The claimants produced, in support of their claim, a written evidence, which was read, and is in the words and figures following, to wit:

Par devant les temoins soussignés fut présente Dame Catherine, veuve de feu Pierre Solau, laquelle reconnoît avoir vendu, cédé, quitté, transporté et délaissé, dès maintenant et à toujours, avec garantie de toutes dettes, hypothèques, evictions, aliénations, et de tout trouble généralement quelconque, à Jacques et François Lasselle, négociants du Detroit, à ce presents acceptants acquéreurs pour eux, leurs hoirs, et ayant cause à l'avenir, une certaine ferme ou plantation sise et située à la rivière Aux Raisins, dans le district de Sargent, dans le comté de Wayne, et territoire Indiana, consistante en deux arpents de front sur la ditte rivière, sur cent vingt arpents de profondeur, bornée d'un côté par John Anderson, et de l'autre par la ditte venderesse, par devant par la ditte rivière Aux Raisins, et par derrière par les terres non concédées; cette terre ou plantation faisant partie de la succession de defunt Pierre Solau, son mari, qui l'avait achetée de Batiste Bourdeaux, dit l'Isle ronde, ainsi qu'il appert par contrat passé par M. Porlier Benac à la rivière Aux Raisins le 9 Septembre, 1791.

Cette vente, cession, transporte, et délaissement, ainsi fait pour et moyennant la somme de quatre vingt pounds, cours de la Nouvelle York, que la ditte venderesse reconnoît avoir reçu comptant des dits acquéreurs, lors et avant la passation des présentes; au moyen de quoy la ditte venderesse a de ce moment transporté, et par ces présentes transporte au dits acquéreurs, leurs hoirs, et ayant cause, tous et tels droits de propriété, noms, raisons, et actions, et tous autres droits qu'elle a ou pouvait avoir sur la ditte terre, ou plantation, voulant et entendant qu'ils en soient mis en et demeurent en bonne possession et seigneurie, par qui et ainsi qu'il appartiendra en vertu des présentes. Et la ditte veuve Solau n'ayant point obtenu de lettres d'administration pour administrer la succession de son defunt mari, et voulant garantir aux dits Jacques et François Lasselle, leurs hoirs, et ayant cause, la susdite vente, elle leur a hypothéqué, et par ces présentes leur hypothèque, son donaire, et sa part et portion à la ditte succession de defunt son mari.

Fait et passé à la rivière Aux Raisins, en présence de temoins, le 30eme jour de Janvier, mille huit cent quatre; et la ditte Catherine ayant déclaré ne savoir signer a fait sa marque ordinaire, après lecture faite.

CATHERINE, sa \times marque, *veuve de Pierre Solau*. [L. s.]

Scellé et delivré en presence de JOSEPH JOBIN,

GAB. GODFREY, JUN.

HUBERT LACROIX, *temoin*.

This tract contains, by estimation, two hundred and forty arpents of land, it being two arpents in front by one hundred and twenty arpents in depth, is bounded in front by the river Raisins, and in rear by unconceded lands, on one side by the lands of John Anderson, and on the other side by the lands belonging to the said widow Solau.

Whereupon, Jean Baptiste Sauscrainte was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, many years previous to the 1st July, 1796, the late Pierre Solau had improved the premises, and continued in possession and occupancy until his death; that, since his death, the widow Solau possessed and occupied the same until the 30th January, 1804, when she sold to the claimants, who have possessed and tenanted the same since that time to this day.

And thereupon it doth appear to the commissioners that the claimants are entitled to the above described tract of land, and that they have a certificate thereof, which certificate shall be No. 124; and that they cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

NO. 125. ANTOINE CATTIN, THERESE CATTIN, PAULINE CATTIN.—The claim of Antoine Cattin, Therese Cattin, and Pauline Cattin, heirs of the late Antoine Cattin, deceased, to a tract of land, situate, lying, and being on river Rouge, in the district of Detroit, containing, by estimation, — arpents of land, it being two arpents in front, and extending in depth to the lands of St. Cosme family, bounded in front by the river Rouge, and in rear by St. Cosmé's lands, on one side by the lands of Francois Trudel, and on the other side by the lands of the late Jean Baptiste Desplaines, deceased.

The notice filed by the claimants with the Register of the Land Office at Detroit was read in the words and figures following, to wit:

To PETER AUDRAIN, *Register of the Land Office, at Detroit*.

SIR:

DETROIT, June 10, 1808.

Take notice that I now enter with the Commissioners of the Land Office at Detroit the following tract of land, situate, lying, and being on river Rouge, in the district of Detroit, containing, by estimation, — arpents of land, it being two arpents in front, and extending in depth to the land of the St. Cosmé family, bounded in front by river Rouge, and in the rear by St. Cosmé lands, on one side by Francois Trudel, and on the other side by Jean Baptiste Desplaines. I make claim and set up title for myself and my two sisters, Therese and Pauline, heirs of the late Antoine Cattin, deceased, by virtue of possession, occupancy, and improvements by us, or those from whom we derive title.

ANTOINE CATTIN, his \times mark.

In presence of

PETER AUDRAIN.

Whereupon, Francois Trudel was brought forward as a witness in behalf of the claimants, who, being duly sworn, deposed and said, that, many years previous to the 1st of July, 1796, the late Antoine Cattin, deceased, father to the claimants, took possession, settled, and improved the premises about twenty-six years ago, and continued so until his death; that, after his death, his widow, mother to the claimants, remained in possession until she died about four months ago, since which time the claimants have possessed and occupied to this day.

And thereupon it doth appear to the commissioners that the claimants are entitled to the above described tract of land, and that they have a certificate thereof, which certificate shall be No. 125; and that they cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to to-morrow, at ten o'clock in the forenoon.

SATURDAY, June 11, 1808.

The Board met at ten o'clock in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Monday, at ten o'clock in the forenoon.

MONDAY June 13, 1808.

The Board met at ten o'clock in the forenoon, pursuant to adjournment.

No. 126. JOHN LITTLE.—The Board took into consideration the claim of John Little, (No. 1,) which was entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 56, under the date of the 9th January, 1805. This tract contains, by estimation, one hundred and twenty arpents, it being three arpents in front by forty in depth, now bounded on the northeast by Joseph Tremblé, on the southwest by Louison Thibault, in front by river Detroit, and in rear by unlocated lands.

Whereupon, Louis Griffard was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, a long time previous to the 1st July, 1796, the claimant was in possession and occupancy of the premises, and has continued so to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 126; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 127. JOHN LITTLE.—The Board took into consideration another claim of John Little, (No. 2,) which was duly entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 56, under date of 9th January, 1805. This tract contains, by estimation, two hundred and forty arpents, it being six arpents in front by forty in depth, bounded in front by the middle of the marsh, and in rear as far as the first concession, on the east-northeast by lands of the claimant, and on the west-southwest by lands of widow Thibault.

Whereupon, Louis Griffard was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the late Nathan William was in possession and occupancy of the premises, and continued so until the 4th May, 1797, when he sold to the claimant, who from that time to this day has occupied and possessed the same.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 127; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 128. JOHN LITTLE.—The Board took into consideration another claim of John Little; and the notice by him filed with the Commissioners of the Land Office at Detroit, was read in the words and figures following, to wit:

To PETER AUDRAIN, Register of the Land Office at Detroit.

SIR:

DETROIT, June 13, 1808.

Take notice that I now enter with the Commissioners of the Land Office at Detroit the following tract of land, containing, by estimation, two hundred and forty arpents of land, it being six arpents in front by forty arpents in depth, is bounded in front by Tremblé's creek, and in rear by unlocated lands, on one side by unlocated lands, and on the other side by unlocated lands also. I make claim and set up title to the above tract of land by virtue of possession, occupancy, and improvements made by me.

JOHN LITTLE.

This tract contains, by estimation, two hundred and forty arpents, it being six arpents in front by forty arpents in depth, bounded in front by Tremblé's creek, in rear and on both sides by unlocated lands.

Whereupon, Louis Griffard was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, about seventeen or eighteen years ago, the claimant took possession of the premises, enclosed about ten arpents thereof, and continued to cultivate said land until about five years ago, since which time he has no knowledge of its being cultivated.

The commissioners postponed giving a decision until Monday next.

No. 129. JAMES CONNER.—The Board took into consideration the claim of James Conner to a tract of land on the north bank of river Huron of lake St. Clair, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 15, under the date of 3d January, 1805. This tract contains, by estimation, five hundred and ten acres, it being twelve acres and three-fourths of an acre in front, by forty acres in depth, bounded on the east by lands of the late William Tucker, deceased, on the west and rear by unlocated lands, and in front by river Huron.

Whereupon, Henry Conner was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, to the best of his knowledge, the claimant took possession, and began to improve the premises previous to the 1st July, 1796, and that he has occupied and possessed the same to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above tract of land, and that he have a certificate thereof, which certificate shall be No. 129; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 130. JOSEPH CAMPEAU.—The Board took into consideration the claim of Joseph Campeau, (No. 1,) to a tract of land on the south side of river Huron of lake St. Clair, entered with the former Commissioners of the Land Office at Detroit, in volume 2, page 43, under the date of December 31, 1805. This tract contains six arpents in front, extending in depth to the lake, but not to exceed six hundred and forty acres in the whole, bounded in front by the said river, in rear by the said lake, on one side by Laurent Maure, and on the other by lands of the claimants.

Whereupon, Baptiste Comparet, Jun. was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st of July, 1796, Jean Baptiste Comparet (father to the deponent) was in possession and occupancy of the premises, and continued so until the 3d of November, 1798, when he sold to the claimant, and that, to the best of his knowledge, the claimant has possessed and tenanted the premises until this day.

Henry Conner was also brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that the claimant has possessed and tenanted the premises from the time he purchased until this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 130; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 131. JOSEPH CAMPEAU.—The Board took into consideration another claim of Joseph Campeau, (No. 2,) which was entered with the former Commissioners of the Land Office at Detroit, in vol. 2, page 42, under the date of 31st December, 1805.

This tract is situate northeast of the town of Detroit, on the river Detroit, containing three arpents in front by forty arpents in depth, bounded in front by the said river Detroit, on the northeast by the lands of Bellengé, and on the southwest by Charles Morin.

Whereupon, Pierre Griffard was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the premises were in possession and occupancy of one St. John Crespy, who continued so until he sold to Francis Blé, from whom the claimant purchased, who has possessed and tenanted until this day.

The commissioners postponed giving a decision until Monday next.

No. 132. JOSEPH CAMPEAU.—The Board took into consideration another claim of Joseph Campeau (No. 3) to a lot of ground entered with the former Commissioners of the Land Office at Detroit, in vol. 2, page 43, under the date of 31st December, 1805.

This lot is situate northeast of the town of Detroit, containing sixty feet in front by one hundred feet in depth, French measure, is bounded in front by the high road leading along the river, on the east-northeast by Charles Gouin, and on the west-southwest by lands claimed by Louis Moran.

Whereupon, Baptiste Comparet, Jun. was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the claimant was in possession and occupancy of the premises, and has continued so to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above lot of ground, and that he have a certificate thereof, which certificate shall be No. 132; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 133. JOSEPH CAMPEAU.—The Board took into consideration another claim of Joseph Campeau, (Nos. 4 and 5, now united in one farm,) entered with the former Commissioners of the Land Office at Detroit, in vol. 2, page 43, under date of 31st December, 1805. This farm contains, by estimation, — arpents, (not to exceed six hundred and forty acres in the whole,) is situate on the south side of river Huron of lake St. Clair, containing six arpents in front, and extending in depth in the said lake, bounded in front by said river, on the east by lands claimed by Jacques Luson, and on the west by lands of Hyacinthe Deaitre, deceased.

Whereupon, Henry Conner was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, Louis Maure was in possession and occupancy of the premises, and continued so until he sold to the claimant, who has possessed and tenanted the same ever since to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 133; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 134. JOSEPH CAMPEAU.—The Board took into consideration another claim of Joseph Campeau, (No. 6,) which was entered with the former Commissioners of the Land Office at Detroit, in vol. 2, page 43, under the date of 31st December, 1805.

This tract contains, by estimation, — arpents, but not to exceed six hundred and forty acres in the whole; is situate on the south side of river Huron of lake St. Clair, contains eleven arpents in front, more or less, and extends in depth to lake St. Clair, is bounded in front by said river, in rear by said lake, on the west-northwest by Lewis Petit, and on the east by lands of the claimant.

Whereupon, Henry Conner was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, one Jean Baptiste Connellier was in possession and occupancy of the premises, and continued so until he sold to the claimant, who since that time has possessed and tenanted the same to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 134; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 135. JOSEPH CAMPEAU.—The Board took into consideration another claim of Joseph Campeau, (No. 8,) which was entered with the former Commissioners of the Land Office at Detroit, in vol. 2, page 43, under the date of 31st December, 1805, containing, by estimation, — arpents. This tract is situate on the south side of the river Huron of lake St. Clair, contains three arpents in front, extends in depth to the lake, is bounded in front by the said river, on the upper side by Pierre Phenix, and on the other side by Antoine Petit.

Whereupon, Henry Conner was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the claimant was in possession of the premises, that a house was thereon erected, and that part of that house is now standing.

Postponed for further consideration, until Monday next.

No. 136. JAMES CONNER.—The Board took into consideration another claim of James Conner to a tract of land on the north side of river Huron of lake St. Clair; and the notice filed this day by the claimant was read in the words and figures following, to wit:

To PETER AUDRAIN, Register of the Land Office at Detroit.

SIR:

DETROIT, June 13, 1808.

Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim to the following tract of land, containing, by estimation, six hundred and forty acres of land, situate, lying, and being on the north side of river Huron, it being sixteen acres in front by forty acres in depth, bounded on one side, east, by a farm claimed by one Chatron, in front by said river Huron, and in rear, and on the other side, by unlocated lands. I make claim and set up title by virtue of improvements and a long possession.

JAMES CONNER.

This tract contains sixteen acres in front by forty in depth, bounded east by a farm claimed by one Chatron, in front by said river, and in rear and west by unlocated lands.

Whereupon, Baptiste Comparet, Jun. was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the claimant was in possession of the premises; that there was a cabin built, and two or three acres of land cultivated and fenced, and that it was in the same situation when he, the deponent, left river Huron, in 1804.

Postponed for further consideration until Monday next.

No. 137. THE WIDOW AND HEIRS OF RICHARD CONNER, deceased.—The Board took into consideration the claim of James Conner, as administrator to the estate of his late father, Richard Conner, deceased, to a tract of land on the south side of river Huron; and the notice by him filed in the office of the Commissioners of the Land Office at Detroit was read in the words and figures following, to wit:

To PETER AUDRAIN, Register of the Land Office at Detroit.

SIR:

DETROIT, June 13, 1808.

Take notice that I, James Conner, administrator to the estate of my late father, Richard Conner, deceased, now enter with the Commissioners of the Land Office at Detroit the following tract of land, containing, by estimation, six hundred acres of land, situate, lying, and being on the south side of river Huron of lake St. Clair, it being fifteen acres in front by forty in depth, bounded in front by the river Huron, in rear by unlocated lands, on the north side by the old Meridian road, and on the south by unlocated lands. I claim and set up title by virtue of possession, occupancy, and improvements made by my late father.

JAMES CONNER,

Administrator to the estate of Richard Conner, deceased.

That tract contains, by estimation, six hundred acres, it being fifteen acres in front by forty acres in depth, bounded in front by said river Huron, in rear by unlocated lands, on the north side by the old Meridian road, and on the other side by unlocated lands.

Whereupon, Batiste Comparet, Jun. was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the late Richard Conner, deceased, was in possession and occupancy of the premises, and continued so until the year 1804, when the deponent left river Huron.

Augustin Langdon was also brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that the family of the late Richard Conner, deceased, has possessed and occupied the premises for these six years past.

And thereupon it doth appear to the commissioners that the claimants are entitled to the above described tract of land, and that they have a certificate thereof, which certificate shall be No. 137; and that they cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 138. THE WIDOW AND HEIRS OF RICHARD CONNER, deceased.—The Board took into consideration another claim of the same widow and heirs to a tract of land on the south side of river Huron; and the notice filed by James Conner, administrator to the said estate, was read in the words and figures following, to wit:

To PETER AUDRAIN, *Register of the Land Office at Detroit.*

SIR:

DETROIT, June 13, 1808.

Take notice that I, James Conner, administrator to the estate of my late father, Richard Conner, deceased, now enter with the Commissioners of the Land Office at Detroit the following tract of land, containing, by estimation, six hundred acres of land, it being fifteen acres in front by forty in depth, commencing to the eastward at a place called Deer Lick, bounded in front by the river Huron, in rear and on both sides by unlocated lands. I claim and make title by virtue of possession, and improvements made by my late father.

JAMES CONNER,
Administrator, &c. to the estate of the late Richard Conner, deceased.

This tract contains, by estimation, six hundred acres, it being fifteen acres in front by forty acres in depth, commencing to the eastward, at a place called Deer Lick, bounded in rear and on both sides by unlocated lands.

Whereupon, Batiste Comparet, Jun. was brought forward as a witness in behalf of the claimants, who, being duly sworn, deposed and said, that previous to the 1st July, 1796, the late Richard Conner, deceased, was in possession of the premises, and cultivated the same; and that he continued so until the year 1804, when this deponent left river Huron.

Augustin Langdon was also brought forward as a witness in behalf of the claimants, who, being duly sworn, deposed and said, that he knows that for these six years past the family of Richard Conner, deceased, has used and occupied the premises as a pasture.

And thereupon it doth appear to the commissioners that the claimants are entitled to the above described tract of land, and that they have a certificate thereof, which certificate shall be No. 138; and that they cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

Adjourned to to-morrow, at nine o'clock in the forenoon.

The Board met at nine o'clock in the forenoon, pursuant to adjournment.

TUESDAY, June 14, 1808.

No. 139. HENRY CONNER.—The Board took into consideration the claim of Henry Conner to a tract of land on the north side of river Huron; and the notice by him filed this day with the Commissioners of the Land Office at Detroit was read in the words and figures following, to wit:

To PETER AUDRAIN, *Register of the Land Office at Detroit.*

SIR:

DETROIT, June 14, 1808.

Take notice that I now enter with the Commissioners of the Land Office at Detroit the following tract of land, containing, by estimation, four hundred and eighty acres, it being twelve acres in front by forty in depth, is situate on the north side of river Huron, is bounded in front by the said river Huron, east by Christian Clemens, on the other side and in rear by unlocated lands. I claim and make title by virtue of possession, and improvements made by me and those from whom I derive title.

HENRY CONNER.

This tract contains, by estimation, four hundred and eighty acres, it being twelve acres in front by forty in depth, is bounded in front by the river Huron, east by Christian Clemens, and on the other side and in rear by unlocated lands.

Whereupon, Baptiste Comparet, Jun. was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, one William Dawson was in possession and occupancy of the premises, and continued so until he sold to the late Richard Conner, deceased, who possessed the same until the year 1804, when this deponent left river Huron.

Augustin Langdon was also brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that Henry Conner, son of the late Richard Conner, deceased, was in possession and occupancy of the premises about three years ago, and has continued so to this day.

James Conner, administrator to the estate of the late Richard Conner, deceased, being sworn, deposed and said, that he has often heard his mother and brother say that the above described tract of land had been given by his father to Henry Conner, his son, the present claimant.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 139; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to to-morrow, at nine o'clock in the forenoon.

WEDNESDAY, June 15, 1808.

The Board met at nine o'clock in the forenoon, pursuant to adjournment.

No. 140. JOSEPH ROBERTJEAN.—The Board took into consideration the claim of Joseph Robertjean, on the north side of river Huron; and the notice by him filed this day with the Commissioners of the Land Office at Detroit was read in the words and figures following, to wit:

To PETER AUDRAIN, *Register of the Land Office at Detroit.*

SIR:

DETROIT, June 15, 1808.

Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim to a tract of land, situate, lying, and being on the north side of river Huron of lake St. Clair, containing, by estimation, eighty-one arpents of land, more or less, it being four and a half arpents in front by eighteen arpents in depth, more or less; is bounded in front by river Huron, in rear by lake St. Clair, on one side by lands of the late Alexis Peltier, and on the other side by lands of Robert Robertjean. I claim and make title by virtue of long possession, and valuable improvements made by me thereon.

JOSEPH ROBERTJEAN, his x mark.

Witness, PETER AUDRAIN.

This tract contains, by estimation, eighty-one arpents, more or less, it being four and a half arpents in front by eighteen arpents in depth, more or less, is bounded in front by river Huron, and in rear by lake St. Clair, on one side by the lands of the late Alexis Peltier, deceased, and on the other side by lands of Robert Robertjean.

Whereupon, Batiste Comparet, Jun. was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the claimant was in possession and occupancy of the premises, and continued so until the year 1804, when this deponent left river Huron.

Christian Clemens, Esq. was also brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that to his knowledge the claimant was in possession and occupancy of the premises in the year 1799, and has continued so to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 140; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

NO. 141. CHRISTIAN CLEMENS.—The Board took into consideration the claim of Christian Clemens, Esq. which was duly entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 310, under the date of 30th November, 1805.

That tract contains, by estimation, five hundred acres of land, and is described in the notice filed by the claimant with the former commissioners as follows, to wit: Beginning at the high bank of said river at a blazed black oak, and running down the said river, with the meanders thereof, to a small run or marsh that empties into said river, the distance not exactly known, but supposed to be about fourteen acres or arpents, French measure; thence, running from the mouth of this small run or marsh, a north course, forty acres or arpents; thence, running a direct course across so as to intersect a line running northwest from the place of beginning, at the distance of forty acres or arpents from the said black oak; the whole tract containing about five hundred acres, superficial measure; is bounded in front by river Huron, in rear by unlocated lands, on one side by lands claimed by Henry Conner, and on the other side by lands now claimed by James Abbott, Esq.

Whereupon, Batiste Comparet, Jun. was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, one John Conner was in possession, and had improved the premises; that, about the year 1797 or 1798, the said John Conner permitted Nathan Williams and Jared Brooks to build a still-house on the premises; and that, in the year 1801, John and Richard Conner sold to the claimant, who continued in possession and occupancy until 1804, when this deponent left river Huron.

Joseph Robertjean was also brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that to his knowledge the claimant has been in possession and occupancy of the premises these seven years past, and is still so.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above tract of land, and that he have a certificate thereof, which certificate shall be No. 141; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

The Board reconsidered the claim of Joseph Campeau, No. 131, the decision of which was postponed by the commissioners on the 13th June instant.

And thereupon it doth appear to the commissioners that the said Joseph Campeau is entitled to the said described tract of land, and that he have a certificate thereof, which certificate shall be No. 131; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to to-morrow, at nine in the forenoon.

THURSDAY, June 16, 1808.

The Board met at nine o'clock in the forenoon, pursuant to adjournment.

NO. 142. FRANÇOIS LAFONTAINE.—The Board took into consideration the claim of François Lafontaine to a tract of land on river Rouge, which was entered with the former Commissioners of the Land Office at Detroit, in volume 2, page 95, under the date of the 8th February, 1806. This tract contains, by estimation, one hundred and fifty arpents of land, it being three arpents in front by fifty in depth, bounded in front by river Rouge, in rear by unlocated lands, above by lands claimed by Gabriel Godfroy, and below by lands claimed by Joseph Kilburn.

Whereupon, John Cissne was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, one Redman Condom was in possession and occupancy of the premises, and continued so until he sold to Alexis Laferté, from whom the present claimant purchased, and has continued to occupy and possess to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 142; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

NO. 143. JACQUES LASSALLE.—The Board took into consideration the claim of Jacques Lassalle to a tract of land on river Rouge, which was entered with the former Commissioners of the Land Office at Detroit, in volume 1, page 123, under the date of 19th January, 1805. This tract contains, by estimation, one hundred and sixty arpents of land, it being four arpents in front by forty in depth, bounded in front by river Rouge, in rear by unlocated lands, on one side by lands claimed by James Hopkins, and on the other side by lands claimed by Gabriel Godfroy.

Whereupon, John Cissne was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, one Samuel Driver was in possession and occupancy of the premises, and continued so until he sold to the claimant, who has possessed and tenanted the premises since that time to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 143; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

NO. 144. JOHN TUCKAR.—The Board took into consideration the claim of John Tuckar to a tract of land on river Huron; and the notice by him filed this day was read in the words and figures following, to wit:

TO PETER AUDRAIN, *Register of the Land Office at Detroit.*

SIR:

DETROIT, June 16, 1808.

Take notice that I claim a tract of land, situate, lying, and being on river Huron of lake St. Clair, containing four and a half or five acres in front, and extending in depth to lake St. Clair, bounded above by lands claimed by James Conner, and below by lands claimed by Edward Tuckar. I claim and set up title by virtue of a long possession and occupancy, and improvements made by my late father, who, by his last will and testament, bequeathed the same to me.

FOR JOHN TUCKAR,

CATHARINE TUCKAR, her \times mark.

Witness, PETER AUDRAIN.

This tract contains, by estimation, ——— acres, (but not to exceed six hundred and forty acres in the whole,) it being four and a half or five acres in front, more or less, extending in depth to lake St. Clair, bounded in front by river Huron, in rear by lake St. Clair, above by lands claimed by James Conner, and below by lands claimed by Edward Tuckar.

Whereupon, as evidence of his claim, the claimant exhibited to the commissioners a legal copy of the will of the late William Tucker, his father, from which the following is extracted, viz. "I give and bequeath unto John Tucker a farm, or lot of land, lying on the river Huron, containing about four acres in front, bounded south on the river Huron, east by lands occupied by Edward Tucker, north on Indian or wild lands, and west by lands occupied by James Conner."

Baptiste Comparet, Jun. was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the claimant was in possession and occupancy of the premises, and continued so until the year 1804, when the deponent left river Huron.

And William McScott, Esq. was also brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that the claimant was in possession and occupancy of the premises in 1804, and has continued so to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the aforesaid tract of land, and that he have a certificate thereof, which certificate shall be No. 144; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

NO. 145. EDWARD TUCKAR.—The Board took into consideration the claim of Edward Tucker to a tract of land; and the notice by him filed this day was read in the words and figures following, to wit:

To PETER AUDRAIN, Register of the Land Office at Detroit.

SIR:

Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim to a tract of land, situate, lying, and being on river Huron of lake St. Clair, containing about five acres in front, more or less, extending to lake St. Clair in depth, bounded in front by river Huron, in rear by lake St. Clair, above by lands claimed by John Tucker, and below by lands claimed by Michael Tremblé. I make claim and set up title by virtue of a long possession and occupancy, and improvements made by my late father, who, by his last will and testament, bequeathed the same to me.

FOR EDWARD TUCKAR,

CATHERINE TUCKAR, her × mark.

Witness, PETER AUDRAIN.

This tract contains about five acres in front, more or less, extending in depth to lake St. Clair, is bounded in front by river Huron, in rear by lake St. Clair, above by lands claimed by John Tucker, and below by lands claimed by Michael Tremblé.

Whereupon, as evidence of his claim, the claimant exhibited to the commissioners a legal copy of the will of the late William Tucker, his father, from which the following is extracted, viz.

"I give and bequeath unto Edward Tucker the farm he now occupies, containing five acres in front, bounded east by Tremblé, north on Indian or wild land, west on a farm belonging to me, adjoining James Conner."

William McScott, Esq. was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, in the year 1804, the claimant was in possession and occupancy of the premises, and has continued so to this day.

This claim is postponed for further evidence.

NO. 146. WILLIAM TUCKAR.—The Board took into consideration the claim of William Tucker to a tract of land on river Huron; and the notice by him filed this day was read in the words and figures following, to wit:

To PETER AUDRAIN, Register of the Land Office at Detroit.

SIR:

DETROIT, June 16, 1808.

Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim to a tract of land, situate, lying, and being on river Huron of lake St. Clair, containing about six acres in front, more or less, and extending in depth to lake St. Clair, bounded in front by river Huron, and in rear by lake St. Clair, above by the lands of the widow Tucker, and below by the lands claimed by François St. Obin. I make claim and set up title by virtue of a long possession and occupancy, and improvements made by my late father, deceased, who, by his last will and testament, has bequeathed the same to me.

FOR WILLIAM TUCKAR,

CATHERINE TUCKAR, her × mark.

Witness, PETER AUDRAIN.

Whereupon, as evidence of his claim, the claimant exhibited to the commissioners a legal copy of the will of the late William Tucker, his father, from which the following is extracted, viz.

"I give and bequeath unto William Tucker the farm he now occupies, containing six acres in front, be it more or less, bounded south on the river Huron, east by lands occupied by François St. Obin, north on the lake St. Clair, and west on my own lands."

This tract contains about six acres in front, more or less, extending in depth to lake St. Clair, (but not to exceed six hundred and forty acres in the whole,) is bounded in front by river Huron, in rear by lake St. Clair, above by the lands of widow Tucker, and below by lands claimed by François St. Obin.

Baptiste Comparet, Jun. was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the claimant was in possession and occupancy of the premises, and continued so until 1804, when the deponent left river Huron.

William McScott, Esq. was also brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that the claimant was in possession and occupancy of the premises in the year 1804, and has continued so to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 146; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

NO. 147. CATHERINE TUCKAR, in trust for her two sons Jacob and Charles.—The Board took into consideration the claim of Catherine Tucker, widow and executrix of the last will and testament of the late William Tucker, deceased, in trust for her two sons Jacob and Charles, to a tract of land on river Huron; and the notice by her filed this day was read in the words and figures following, to wit:

To PETER AUDRAIN, Register of the Land Office at Detroit.

SIR:

DETROIT, June 16, 1808.

Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim for myself, and my two sons Jacob and Charles, to a tract of land on river Huron of lake St. Clair, containing about twelve acres in front, more or less, and extending in depth to lake St. Clair, bounded in front by the river Huron, and in rear by lake St. Clair, above by lands now claimed by Michael Tremblé, and below by lands claimed by my son William Tucker. I make claim, and set up title, by virtue of a long uninterrupted possession of more than twenty years, and by valuable improvements made by my late husband, and in conformity to the entry made by my late husband with the former commissioners, in vol. 1, page 42, under the date of 9th January, 1805; which tract of land he left me, by his last will and testament, during my natural life.

CATHERINE TUCKAR, her × mark.

Witness, PETER AUDRAIN.

This tract contains twelve acres in front, more or less, extending in depth to lake St. Clair, (but not to exceed six hundred and forty acres in the whole) is bounded in front by river Huron, in rear by lake St. Clair, below by the lands claimed by William Tucker, and above by lands claimed by Michael Tremblé.

Whereupon, as evidence of her claim, the claimant exhibited to the commissioners a legal copy of the last will and testament of her late husband, from which the following is extracted, viz.

"I give and bequeath to Catherine Tucker, my trusty and well beloved wife, the farm I now live on, together with all the buildings, stock," &c.

"I give and bequeath unto Jacob Tucker and Charles Tucker, my youngest sons, (after the death of their mother) the farm I now live on," &c.

Baptiste Comparet, Jun. was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, many years previous to the 1st July, 1796, the late William Tucker was in possession and occupancy of the premises, and continued so until the year 1804, when the deponent left river Huron.

And William McScott, Esquire, was also brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, in the year 1804, the late William Tucker, deceased, was in possession and occupancy of the premises, and continued so until he died; since which time, the widow has occupied the same to this day.

And thereupon it doth appear to the commissioners that the claimants are entitled to the above described tract of land, and that they have a certificate thereof, which certificate shall be No. 147; and that they cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to to-morrow, at nine in the forenoon.

FRIDAY, June 17, 1808.

The Board met at nine o'clock in the forenoon, pursuant to adjournment.

No. 148. PHILLIS PELTIER.—The Board took into consideration the claim of Phillis Peltier to a tract of land on lake St. Clair; and the notice by him filed this day was read in the words and figures following, to wit:

To PETER AUDRAIN, *Register of the Land Office at Detroit.*

SIR:

DETROIT, June 17, 1808.

Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim to a tract of land, situate, lying, and being on lake St. Clair, containing about twelve acres in front by forty acres in depth, bounded in front by lake St. Clair, and in rear by unlocated lands, below by lands claimed by Nicholas Chapoton, and above by a creek, (or coulée, called ventre de bœuf.) I claim and set up title by possession of more than fifteen years' cultivation, and improvements made by me.

Witness, PETER AUDRAIN.

PHILLIS PELTIER, his x mark.

This tract contains, by estimation, four hundred and eighty acres, it being twelve acres in front by forty in depth, bounded in front by lake St. Clair, in rear by unlocated lands, below by lands claimed by Nicholas Chapoton, and above by a creek, (or a coulée, called ventre de bœuf.)

Whereupon, Jean Baptiste Paré was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that fifteen years ago the claimant was in possession, and cultivated the premises, and has continued so to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 148; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 149. JEAN BAPTISTE PARE.—The Board took into consideration the claim of Jean Baptiste Paré, to a tract of land on lake St. Clair; and the notice by him filed this day was read in the words and figures following, to wit:

To PETER AUDRAIN, *Register of the Land Office at Detroit.*

SIR:

DETROIT, June 17, 1808.

Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim to a tract of land, situate on lake St. Clair, containing about six arpents in front by forty in depth, bounded in front by lake St. Clair, in rear by unlocated lands, above by lands claimed by Joseph Dubé, and below by lands claimed by Louis Laforge. I claim and set up title by virtue of fifteen years' possession and occupancy, and improvements made by me or those from whom I derive title.

Witness, PETER AUDRAIN.

JEAN BAPTISTE PARE, his x mark.

This tract contains six arpents in front by forty in depth, bounded in front by lake St. Clair, and in rear by unlocated lands, above by lands claimed by Joseph Dubé, and below by lands claimed by Louis Laforge.

Whereupon, Phillis Peltier was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, about fifteen years ago, one Cayet was in possession and occupancy of the premises, and continued so until he sold to François Dupré, who possessed and occupied the same until he sold to the claimant, who has occupied it ever since to this day.

François Dupré was also brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that he, the deponent, purchased the premises from Cayet, and possessed the same until he sold to the claimant, who has possessed and cultivated the same until this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 149; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to to-morrow, at nine in the forenoon.

SATURDAY, June 18, 1808.

The Board met at nine o'clock in the forenoon, pursuant to adjournment.

No. 150. FRANÇOIS ST. OBIN.—The Board took into consideration the claim of François St. Obin to a tract of land on the northeast side of river Huron of lake St. Clair; and the notice by him filed this day was read in the words and figures following, to wit:

To PETER AUDRAIN, *Esquire, Register of the Land Office at Detroit.*

SIR:

DETROIT, June 18, 1808.

Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim to a tract of land, situate and being on the northeast side of river Huron of lake St. Clair, containing, by estimation, — arpents of land, it being four arpents in front, extending in depth to lake St. Clair, bounded in front by river Huron, in rear

by lake St. Clair, above by lands claimed by William Tucker, and below by lands claimed by Michael Tremblé. I claim and set up title by virtue of a long possession, occupancy, and improvements made by my late father, since the year 1791 until he died.

FRANCOIS ST. OBIN, his \times mark.

Witness, PETER AUDRAIN.

This tract contains, by estimation, — arpents of land, (not to exceed six hundred and forty acres in the whole) it being four arpents in front, extending in depth to lake St. Clair, bounded in front by river Huron, in rear by lake St. Clair, above by lands claimed by William Tucker, and below by lands claimed by Michael Tremblé.

Whereupon, Baptiste Comparet, Jun. was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that the late Louis St. Obin, father to the claimant, was in possession and occupancy of the premises many years previous to the 1st July, 1796, and had continued so until 1804, when this deponent left river Huron.

Christian Clemens, Esquire, was also brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that the claimant was in possession and occupancy of the premises in the year 1801, and has continued so to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 150; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 151. FRANCOIS ST. OBIN.—The Board took into consideration another claim of François St. Obin to a tract of land on the south side of river Huron of lake St. Clair; and the notice by him filed this day was read in the words and figures following, to wit:

To PETER AUDRAIN, *Register of the Land Office at Detroit.*

SIR:

DETROIT, June 18, 1808.

Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim to a tract of land, situate and being on river Huron, containing three arpents in front by — arpents in depth, bounded in front by said river Huron, east by lands claimed by Chapoton, and west by lands of Jacques Loson, and in rear by lake St. Clair. I claim and set up title by virtue of possession, occupancy, and improvements made by me or those from whom I derive title.

FRANCOIS ST. OBIN, his \times mark.

Witness, PETER AUDRAIN.

This tract contains, by estimation, — arpents, (but not to exceed in the whole six hundred and forty acres,) it being three acres in front, extending in depth to lake St. Clair, is bounded in front by river Huron, in rear by lake St. Clair, east by lands claimed by one Chapoton, and west by lands claimed by Jacques Loson.

Whereupon, Baptiste Comparet, Jun. was brought forward as a witness in behalf of the claimant, who, being sworn, deposed and said, that, previous to the 1st July, 1796, Michel Comparet was in possession and occupancy of the premises, and continued so until he sold to Louis Baudin, and that this farm was in constant occupation until 1804, when this deponent left river Huron.

Christian Clemens, Esq. was also brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that the premises have been in constant occupation for these seven years past.

Postponed for further evidence.

No. 152. THE WIDOW AND HEIRS OF JEAN BAPTISTE CAMPEAU, deceased.—The Board took into consideration the claim of the widow and heirs of the late Jean Baptiste Campeau, deceased, to a tract of land situate at Grand Marais; and the notice by them filed on the 14th June, instant, was read in the words and figures following, to wit:

To PETER AUDRAIN, *Register of the Land Office at Detroit.*

SIR:

DETROIT, June 14, 1808.

Take notice that I, Jean Baptiste Campeau, do enter with the Commissioners of the Land Office at Detroit the claim of my mother and children, as heirs of my late father, Jean Baptiste Campeau, deceased, to a tract of land, situate, lying, and being at Grand Marais, in the district of Detroit, containing, by estimation, one hundred and twenty arpents of land, it being three arpents in front by forty in depth, bounded in front by river Detroit, and in rear by unconceded lands, above by Charles Chovin, and below by Henry Campeau. I claim and make title by virtue of possession, occupancy, and improvements made by my late father.

JEAN BAPTISTE CAMPEAU, his \times mark.

Witness, PETER AUDRAIN.

This tract contains, by estimation, one hundred and twenty arpents, it being three arpents in front by forty in depth, is bounded in front by river Detroit, in rear by unconceded lands, above by lands claimed by Charles Chovin, and below by lands claimed by Henry Campeau.

Whereupon, Gabriel St. Obin was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the late Jean Baptiste Campeau, deceased, was in possession and occupancy of the premises, and continued so until he died, since which time, the widow and children have occupied the same to this day.

And thereupon it doth appear to the commissioners that the claimants are entitled to the above described tract of land, and that they have a certificate thereof, which certificate shall be No. 152; and that they cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 153. GABRIEL ST. OBIN.—The Board took into consideration the claim of Gabriel St. Obin to a tract of land, situate at Grand Marais; and the notice by him filed 13th June instant was read in the words and figures following, to wit:

To PETER AUDRAIN, *Register of the Land Office at Detroit.*

SIR:

DETROIT, June 13, 1808.

Please to take notice that I now enter with the Commissioners of the Land Office at Detroit the following tract of land in the district of Detroit, containing, by estimation, one hundred and twenty arpents of land, it being three arpents in front by forty in depth, bounded in front by the farm of Jacques St. Obin, and in the rear by unsettled lands, on one side by François Rivard, and on the other side by Joseph Laparle. I make claim and set up title by virtue of possession, occupancy, and improvements made by me.

GABRIEL ST. OBIN, his \times mark.

Witness, ROBERT ABBOTT.

This tract contains, by estimation, one hundred and twenty arpents, it being three arpents in front by forty in depth, bounded in front by the farm of the late Jacques St. Obin, in rear by unconceded lands, on one side by unconceded lands, and on the other side by lands claimed by Joseph Laparle.

Whereupon, Joseph Laparle was brought forward in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the claimant was in possession and occupancy of the premises, and has continued so to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 153; and that he cause the same to be sur-

veyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 154. LOUIS COCHOIS.—The Board took into consideration the claim of Louis Cochois to a tract of land situate at Grand Marais; and the notice by him filed the 13th June, instant, was read in the words and figures following, to wit:

To PETER AUDRAIN, *Register of the Land Office at Detroit.*

SIR:

DETROIT, June 13, 1808.

Please to take notice that I now enter with the Commissioners of the Land Office at Detroit the following tract of land in the district of Detroit, containing, by estimation, one hundred and twenty arpents of land, it being three arpents in front by forty arpents in depth, bounded in front by a farm of Baptiste Laderoute, and in rear by unsettled lands, on one side by Joseph Laparle, and on the other side by Pierre Rivard. I make claim and set up title by virtue of possession, occupancy, and improvements made by me or those from whom I derive title.

LOUIS COCHOIS, his \times mark.

Witness, ROBERT ABBOTT.

This tract contains, by estimation, one hundred and twenty arpents of land, it being three arpents in front by forty in depth, bounded in front by a farm claimed by Baptiste Laderoute, in rear by unsettled lands, on one side by lands claimed by Joseph Laparle, and on the other side by unlocated lands.

Whereupon, Gabriel St. Obin was brought forward as a witness in behalf of the claimant, who, being sworn, deposed and said, that, previous to the 1st July, 1796, the claimant was in possession and occupancy of the premises, and has continued so to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 154; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 155. JOSEPH LAPARLE.—The Board took into consideration the claim of Joseph Laparle to a tract of land at Grand Marais; and the notice by him filed the 13th June instant was read in the words and figures following, to wit:

To PETER AUDRAIN, *Register of the Land Office at Detroit.*

SIR:

DETROIT, June 13, 1808.

Please to take notice that I now enter with the Commissioners of the Land Office at Detroit the following tract of land, in the district of Detroit, containing, by estimation, eighty arpents of land, it being two arpents in front by forty in depth, bounded in front by the farm of Gabriel St. Obin, and in the rear by unsettled lands, on one side by Gabriel St. Obin, and on the other side by Louis Cochois. I make claim and set up title by virtue of possession, occupancy, and improvements made by me or those from whom I derive title.

JOSEPH LAPARLE, his \times mark.

Witness, ROBERT ABBOTT.

This tract contains, by estimation, eighty arpents of land, it being two arpents in front by forty in depth, is bounded in front by a farm claimed by Gabriel St. Obin, in rear by unlocated lands, on one side by lands claimed by Gabriel St. Obin, and on the other side by lands claimed by Louis Cochois.

Whereupon, Louis Cochois was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the claimant was in possession and occupancy of the premises, and has continued so to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 155; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 156. JEAN BAPTISTE VERNIER, dit LADOUCEUR.—The Board took into consideration the claim of Jean Baptiste Vernier, dit Ladouceur, to two tracts of lands, (now united in one farm,) which was entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 37, under date of 7th January, 1805.

This farm contains, by estimation, two hundred and forty arpents of land, it being six arpents in front by forty in depth, bounded in front by lake St. Clair, and in rear by unlocated lands, on the northeast by lands claimed by Pierre Bonhomme, on the southwest by lands claimed by Laurent Griffard.

Whereupon, Baptiste Comparet, Jun. was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the claimant was in possession and occupancy of the premises, and has continued so to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 156; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 157. FRANÇOIS AMBROISE.—The Board took into consideration the claim of François Ambroise, Jun. to a tract of land on lake St. Clair, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 150, under the date of 20th November, 1805.

This tract contains, by estimation, one hundred and forty acres, it being three and a half acres in front by forty acres in depth, situate, lying, and being on the northwest side of lake St. Clair, bounded in front by the said lake, in rear by unlocated lands, on the upper part by lands claimed by Bazile Criquei, and on the lower side by lands claimed by Jean Baptiste Vernier, dit Ladouceur.

Whereupon, Bazile Criquei was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that he knows that Michel Duchene had sold his right to the claimant, who has possessed the same to this day.

Jean Baptiste Vernier, dit Ladouceur, being duly sworn, deposed and said, that, thirteen years ago, Etienne Duchene took possession of the premises, and built a small house thereon.

Postponed for further evidence.

And then the Board adjourned to Monday next, at nine o'clock in the forenoon.

MONDAY, June 20, 1808.

The Board met at nine o'clock in the forenoon, pursuant to adjournment.

No. 158. MARTIN NADAULT.—The Board took into consideration the claim of Martin Nadault to a tract of land on the south side of the river Aux Sables; and the notice by him filed on Saturday last was read in the words and figures following, to wit:

To PETER AUDRAIN, *Register of the Land Office at Detroit.*

SIR:

DETROIT, June 18, 1808.

Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim to a tract of land, situate on the south side of river Aux Sables, containing six arpents in front, and extending to river Aux Raisins, bounded east by lands now claimed by Baptiste Fontaine, west by lands claimed by Antoine Riopel. I claim and make title by virtue of a deed from Porlier Benac to me, recorded by George Hoffman, late register, in book B. page 175, and by virtue of occupancy, and improvements made by me and said Porlier Benac.

MARTIN NADAULT.

This tract contains, by estimation. — arpents, it being six arpents in front, extending to river Raisins, bounded east by lands now claimed by Baptiste Fontaine, west by lands claimed by Antoine Riopel, (the whole not to exceed six hundred and forty acres.)

Whereupon, Joseph Lenfant, Jun. was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, Joseph Porlier Benac was in possession and occupancy of the premises, and continued so until he sold to the claimant, who has possessed and occupied the same to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 158; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 159. LOUIS LENFANT, JUN.—The Board took into consideration the claim of Louis Lenfant, Jun. to a tract of land on the north side of the river Raisins; and the notice by him filed on Saturday last was read in the words and figures following, to wit:

To PETER AUDRAIN, *Register of the Land Office at Detroit.*

SIR:

DETROIT, June 18, 1808.

Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim to a tract of land, situate on the north side of river Raisins, containing, by estimation, one hundred and twenty arpents of land, it being three arpents in front by forty in depth, bounded in front by river Raisins, in rear by unconceded lands, above by Antoine Campeau, and below by lands claimed by my father, Joseph Lenfant. I claim by virtue of possession and occupancy of more than twenty years, and of valuable improvements made by me thereon.

LOUIS LENFANT, his x mark.

Witness, PETER AUDRAIN.

This tract contains, by estimation, one hundred and twenty arpents, it being three arpents in front by forty in depth, is bounded in front by river Raisins, in rear by unconceded lands, above by lands claimed by Antoine Campeau, and below by lands claimed by Joseph Lenfant, father to the claimant.

Whereupon, Martin Nadauld was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, many years previous to the 1st July, 1796, the claimant was in possession and occupancy of the premises, and has continued without any interruption to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above tract of land, and that he have a certificate thereof, which certificate shall be No. 159; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 160. JOSEPH MENARD.—The Board took into consideration the claim of Joseph Menard to a farm on the south side of river Raisins, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 198, under the date of 23d November, 1805.

This tract contains, by estimation, three hundred and twenty-six arpents, more or less, it being four arpents and one pole in front by eighty arpents in depth, situate on the south side of river Raisins, bounded in front by river Raisins, in rear by lands claimed by Baptiste Drouillard, above by the lands claimed by Jacques Navarre, and below by lands claimed by Joseph Robert.

Whereupon, Louis Susor was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, about twenty-four years ago, the claimant took possession, occupied and improved the premises, and has continued so to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described premises, and that he have a certificate thereof, which certificate shall be No. 160; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 161. JOSEPH ROBERT.—The Board took into consideration the claim of Joseph Robert to a tract of land on the south side of river Raisins, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 293, under the date of the 4th of February, 1805.

This tract contains, by estimation, three hundred and sixty arpents of land, it being three arpents in front by one hundred and twenty in depth, bounded in front by river Raisins, in rear, south 30° west by magnet, by unconceded lands, on the east by Cadet Louis Susor, and on the west by Joseph Menard.

Whereupon, Joseph Menard was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, many years previous to the 1st of July, 1796, the claimant was in possession and occupancy of the premises, and has continued so to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 161; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 162. JEAN MARSAC.—The Board took into consideration the claim of Jean Marsac to a tract of land, situate at the point of L'ance creuse; and the notice by him filed this day was read in the words and figures following, to wit:

To PETER AUDRAIN, *Register of the Land Office at Detroit.*

SIR:

DETROIT, June 20, 1808.

Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim to a tract of land, situate at the point of L'ance creuse, containing about four arpents, more or less, in front, by forty arpents in depth, bounded in front by lake St. Clair, in rear by unconceded lands, above, northeast, by Charles Chovin, and below, southwest, by Louis Leduc, dit Perez. I claim and set up title by virtue of a long possession, occupancy, and improvement made by me.

JEAN MARSAC, his x mark.

Witness, PETER AUDRAIN.

This tract contains, by estimation, one hundred and sixty arpents, more or less, it being about four arpents in front by forty in depth, bounded in front by lake St. Clair, and in rear by unconceded lands, above, northeast, by lands claimed by Charles Chovin, and below, southwest, by lands claimed by Louis Leduc, dit Perez.

Whereupon, Jean Baptiste Nantay was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, several years previous to the 1st of July, 1796, the claimant was in possession and occupancy of the premises, and has continued so to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 162; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 163. JEAN BAPTISTE NANTAY.—The Board took into consideration the claim of Jean Baptiste Nantay to a tract of land, situate at L'ance creuse; and the notice by him filed this day was read in the words and figures following, to wit:

To PETER AUDRAIN, *Register of the Land Office at Detroit.*

SIR:

DETROIT, June 20, 1808.

Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim to a tract of land, situate at L'ance creuse, containing five arpents in front by forty in depth, bounded in front by lake St. Clair, and in rear by unconceded lands, above by Phillis Peltier, and below by Pierre Lanoue. I claim and set up title by virtue of a long possession and occupancy, and improvements made by me.

JEAN BAPTISTE NANTAY.

This tract contains, by estimation, two hundred arpents of land, it being five arpents in front by forty in depth, is bounded in front by lake St. Clair, in rear by unconceded lands, above by lands claimed by Phillis Peltier, and below by lands claimed by Pierre Lanoue.

Whereupon, Jean Marsac was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, about fourteen years ago, the claimant took possession, and cultivated the premises for seven years.

Robert Thomas was sworn, and deposed and said, that he has lived on the premises, and has cultivated the same these six or seven years past, but that it was contrary to the claimant's prohibition; and that, at the time he took possession of the premises, the land had been idle for about two years.

Postponed for further evidence.

No. 164. JOSEPH MITRESSE, dit SANSFACON.—The Board took into consideration the claim of Joseph Mitressé, dit Sansfaçon, to a tract of land, situate at L'ance creuse; and the notice by him filed this day was read in the words and figures following, to wit:

To PETER AUDRAIN, *Register of the Land Office at Detroit.*

SIR:

DETROIT, June 20, 1808.

Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim to two tracts of land, situate at L'ance creuse, now united in one farm, containing nine arpents in front by forty in depth, bounded in front by lake St. Clair, and in rear by unconceded lands, above by Baptiste Blé, and below by Charles Chovin. I make claim and set up title by virtue of a long possession and occupancy, and improvements made by me.

JOSEPH MITRESSE, dit SANSFACON.

This tract contains, by estimation, three hundred and sixty arpents of land, it being nine arpents in front by forty in depth, bounded in front by lake St. Clair, and in rear by unconceded lands, above by lands claimed by Baptiste Blé, and below by lands claimed by Charles Chovin.

Whereupon, Jean Baptiste Nantay was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st of July, 1796, one Nicholas Patenaude was in possession and occupancy of six arpents in front of the aforesaid tract, and continued so until he sold to Antoine Cecil, from whom the claimant has purchased, and that he has possessed and occupied the same since that time to this day; that Pierre Laparlé was in possession and occupancy of the other three arpents in front, and gave them to Louis Champagne, who sold the same to the claimant, who, since that time, has possessed and occupied the same to this day.

The claimant, in support of his claim, produced the two following deeds, to wit:

TERRITOIRE DE MICHIGAN, *District du Detroit*, ss.

En présence des témoins soussignés fut présent Antoine Cecille, maître forgeron, demeurant dans le district susdit, lequel reconnoit et confesse avoir par ces présentes vendu, cédé, transporté, et délaissé, dès maintenant et pour toujours à Joseph Sansfaçon, du district susdit, ses prétentions sur une terre de six arpents de front sur quarante de profondeur, s'ils se trouvent situés dans L'ance creuse, district Huron, sur le bord du lac St. Clair, tenant un côté du nord au dit Joseph Sansfaçon, et du côté du Sausoy à Charles Chovin, fils, sur les memes titres qu'il l'a acquis de Nicholas Patenaude, fils, et de Henry Campeau, sans s'obliger de lui garantir d'aucun effet quelconque si non delui et de ses hoirs ayant cause, et dont le dit Joseph Sansfaçon dit avoir vu et visité dont il est content et satisfait.

Cette vente, cession, est ainsi faite pour et moyennant la somme de cinquante pounds de la Nouvelle York, égale à cent vingt-cinq piastres, payables comme cy-après, savoir: dix pounds au 1er Juin prochain, de l'année 1806, et dix pounds dans le cours de Novembre de la même année, et pour le pariait payement, il sera échu dans le cours de Juin de l'année 1807, et pour la sureté du dit payement la ditte terre est de ce moment et restera hypothéquée au dit Antoine Cecil, jusqu'au pariait payement. Car ainsi sont convenues les dites parties. Fait et passé dans le district susdit le 23 Novembre, l'an 1805, et le dit Antoine Cecil a signé et scellé, après lecture faite, ainsi que le dit Joseph Sansfaçon, qui a aussi signé en présence des témoins.

ANTOINE DEQUINDRE, *témoin*, J. P.JOSEPH SANSFACON, [L. s.]
ANTOINE CECILLE. [L. s.]DETROIT, *Comté de Wayne*:

Par devant le notaire public pour le comté de Wayne, résidant au Detroit, fut présent le nommé Louis Champagne, demeurant dans la côté du nord-est de la paroisse de St. Anne, lequel reconnoit par ces présentes avoir vendu, cédé, quitté, transporté, et délaissé, dès maintenant et à toujours, avec garantie de ses propres et de ses hoirs, et ayant cause à l'avenir seulement, au Sr. Joseph Sansfaçon à ce présent, et acceptant acquéreur, pour lui, ses hoirs, et ayant cause à l'avenir, une terre de trois arpents de front sur quarante de profondeur, sise au nord du lac St. Clair, prenant par devant au bord du dit lac, bornée d'un côté au nord-est à Charles Dulac, et de l'autre côté au sud-ouest à Henry Campeau, avec une petite maison, une écurie, clôtures, &c.; tel et ainsi que la ditte terre se poursuit et remporte de toutes parts, circonstances, et dépendances, sans en rien réserver ny retenir, que le dit acquéreur dit bien connoître, dont il est content et satisfait.

Cette vente, cession, transport, et délaisement ainsi fait pour et moyennant la somme de vingt cinq pounds, cours de la Nouvelle York, laquelle somme le dit vendeur reconnoit avoir reçu du dit Sansfaçon, avant la passation des présentes, dont il le tient quitte et tous autres; et au moyen de que dessus le dit Louis Champagne a transporté, et transport au dit Joseph Sansfaçon, ses dits hoirs, et ayant cause à l'avenir, tous et tels droits de propriété, noms, raisons, actions, et tous autres droits de propriété qu'il a et pouvait avoir sur la ditte terre, maison, &c. voulant et entendant qu'il en soit mis en bonne possession et seigneurie, par qui et ainsi qu'il appartiendra en vertu des présentes. Car ainsi sont convenues les parties de bonne foy, promettant, &c. obligeant, &c. Fait et passé au Detroit, en l'étude du dit notaire le 12 Octobre, l'an 1802, et ont signé et scellé après lecture faite.

LOUIS CHAMPAGNE, sa × marque, [L. s.]
JOSEPH SANSFACON. [L. s.]

Présence de CHARLES MORAN.

F^s. D. BELLECOUR, *Not. Pub.* [L. s.]

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described farm, and that he have a certificate thereof, which certificate shall be No. 164; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 165. JOSEPH DUBÉ.—The Board took into consideration the claim of Joseph Dubé to a tract of land, situate at L'ance creuse; and the notice by him filed this day was read in the words and figures following, to wit:

TO PETER AUDRAIN, *Register of the Land Office at Detroit.*

SIR:

DETROIT, June 20, 1808.

Please to take notice that I now enter with the Commissioners of the Land Office at Detroit my claim to the following tract of land, situate, lying and being on L'ance creuse, in the district of Detroit, containing by estimation, one hundred and twenty arpents of land, it being three arpents in front by forty arpents in depth, bounded in front by lake St. Clair, and in rear by unlocated lands, on one side by Baptiste Pierre, and on the other side by Pierre Lanoue. I make claim and set up title by virtue of possession, occupancy, and improvements made by me or those from whom I derive title.

JOSEPH DUBE, his + mark.

Witness, ROBERT ABBOTT.

This tract contains, by estimation, one hundred and twenty arpents, it being three arpents in front by forty in depth, is bounded in front by lake St. Clair, in rear by unlocated lands, on one side by lands claimed by Baptiste Pierre, and on the other side by lands claimed by Pierre Lanoue.

Whereupon, Jean Baptiste Nantay was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, Nicholas Valné was in possession and occupancy of the premises, and continued so until he sold to Charles Chovin, from whom the claimant has purchased the same, which he has possessed and occupied since that time to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 165; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 166. LOUIS SUSOR.—The Board took into consideration the claim of Louis Susor to a farm on the south side of river Raisins, which was entered with the former Commissioners of the Land Office at Detroit, in volume 1st, page 331, under the date of November 30, 1805.

This farm contains, by estimation, two hundred and forty acres, it being three acres in front by eighty acres in depth, is bounded in front by river Raisins, in rear by La Grande Coulée, on the east by lands claimed by Ignace Tuot, dit Duval, and on the west by lands claimed by Joseph Robert.

Whereupon, Joseph Menard was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, about eighteen years ago, the claimant took possession, occupied and improved the premises, and has continued so to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 166; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to Wednesday next, at nine in the forenoon.

WEDNESDAY, June 22, 1808.

The Board met at nine o'clock in the forenoon, pursuant to adjournment.

The Board reconsidered the claim of Edward Tucker, which was postponed for further evidence on the 16th day of this month. Whereupon, Louis Campeau, Esq. was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the claimant was in possession and occupancy of the premises, and has continued to possess and occupy the same to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 145; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 167. JOSEPH ROWE.—The Board took into consideration the claim of Joseph Rowe to a tract of land, situate on the south side of river Huron of lake St. Clair; and the notice by him filed this day was read in the words and figures following, to wit:

TO PETER AUDRAIN, *Register of the Land Office at Detroit.*

SIR:

DETROIT, June 22, 1808.

Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim to a tract of land, situate on river Huron of lake St. Clair, containing, by estimation, two hundred and forty arpents of land, it being six arpents in front by forty arpents in depth, bounded in front by said river Huron, in rear by unconceded lands, on one side by lands claimed by Bazile Laforge, and on the other side by lands claimed by Pierre Phenix. I make claim and set up title by virtue of a long possession, occupancy, and improvements made by me or those from whom I derive title.

JOSEPH ROWE.

This tract contains, by estimation, two hundred and forty arpents of land, it being six arpents in front by forty in depth, is bounded in front by river Huron, in rear by unconceded lands, westerly by lands claimed by Bazile Laforge, and easterly by lands claimed by Pierre Phenix.

Whereupon, Louis Campeau, Esq. was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, Antoine Nicholas Petit was in possession and occupancy of the premises, and continued so until he sold to the claimant, who has possessed and occupied the same to this day. And the claimant, in support of his claim, produced a deed of conveyance from Antoine Nicholas Petit to him, in the words following, to wit:

Know all men by these presents, that I, Antoine Nicholas Petit, of the river Huron, district of Huron, and territory of Michigan, for and in consideration of a sum of two hundred dollars, to me in hand paid, at and before the signing, sealing, and delivering these presents, have granted, bargained, and sold, and, by these presents, do grant, bargain, sell, and convey, unto Joseph Rowe, of said place, his heirs and assigns, forever, a certain lot of land, containing six arpents in front, bounded north by said river, westerly by lands belonging to Bazile Laforge, easterly by a lot belonging to Pierre Phenix, and south by unsettled lands, with all the appurtenances thereunto belonging; and the said Antoine N. Petit doth hereby relinquish and make over to the said Joseph Rowe, his heirs and assigns, all his right, title, claim, interest, or demand, of the said lot of land; and the said Rowe is to hold the said lot of land without the least suit, molestation, or trouble, from the said Antoine, or any other person claiming, or to claim, by, from, or under him.

In witness whereof, he hath hereunto set his hand at river Huron, this 26th day of October, in the year of our Lord 1807, and of the independence of the United States the thirty-first, and affixed his seal.

ANTOINE NICHOLAS PETIT, his × mark. [L. s.]

In presence of LOUIS CAMPEAU.

DISTRICT OF HURON, October 26, 1807.

Personally appeared before me Antoine Nicholas Petit, and acknowledged the same to be his own free act and deed. Before me,

LOUIS CAMPEAU, *Juge à Paix.*

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 167; and that he cause the same to be sur-

veyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 168. LOUIS CAMPEAU, Esq.—The Board took into consideration the claim of Louis Campeau, Esq. to a tract of land, situate on river Huron of lake St. Clair, which was entered with the former Commissioners of the Land Office at Detroit, in volume 1, page 1, under date of 1st November, 1805.

This tract contains, by estimation, two hundred and eighty arpents of land, it being fourteen arpents in front by twenty arpents in depth, bounded in front by river Huron, in rear by unconceded lands, west by lands claimed by Joseph Campeau, east by lands claimed by Bazile Laforge.

Whereupon, George Meldrum was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the claimant was in possession and occupancy of the premises, and has continued so to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 168; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 169. JEAN BAPTISTE DROUILLARD.—The Board took into consideration the claim of Jean Baptiste Drouillard to a tract of land, situate on river Detroit; and the notice by him filed this day was read in the words and figures following, to wit:

To PETER AUDRAIN, *Register of the Land Office at Detroit.*

SIR:

DETROIT, June 22, 1808.

Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim to a tract of land on river Detroit, below river Ecources, containing, by estimation, three hundred arpents, it being three arpents in front by one hundred in depth, is bounded in front by river Detroit, in rear by unconceded lands, above by lands claimed by Jonathan Schieffelin, and below by lands claimed by André Vigé. I make claim and set up title by virtue of a long possession, occupancy, and improvements made by me and those from whom I derive title.

JEAN BAPTISTE DROUILLARD, his \times mark.

Witness, PETER AUDRAIN.

This tract contains, by estimation, three hundred arpents of land, it being three arpents in front by one hundred arpents in depth, bounded in front by river Detroit, in rear by unconceded lands, above, northeast, by lands claimed by Jonathan Schieffelin, and below, southwest, by lands claimed by André Vigé.

Whereupon, Jean Baptiste Dufour was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that the claimant was in possession and occupancy of the premises thirteen years ago, and that he has continued so to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 169; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to to-morrow, at nine in the forenoon.

THURSDAY, June 23, 1808.

The Board met at nine o'clock in the forenoon, pursuant to adjournment.

170. JEAN BAPTISTE VERNIER, dit LADOUCEUR.—The Board took into consideration the claim of Jean Baptiste Vernier, dit Ladouceur, to a tract of land at L'ance creuse; and the notice by him filed the 18th June instant was read in the words and figures following, to wit:

To PETER AUDRAIN, *Register of the Land Office at Detroit.*

SIR:

DETROIT, June 18, 1808.

Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim to a tract of land, situate on lake St. Clair, at a place called L'ance creuse, containing five or six arpents in front, by forty in depth, bounded in front by lake St. Clair, in rear by unconceded lands, northeast by François Ambroise, and southwest by Nicholas Patenaude. I claim and set up title by virtue of a possession of thirteen years' occupancy, and improvements made by me.

JEAN BAPTISTE VERNIER, dit LADOUCEUR, his \times mark.

Witness, PETER AUDRAIN.

This tract contains, by estimation, about two hundred arpents, it being five or six arpents in front, by forty in depth, bounded in front by lake St. Clair, in rear by unconceded lands, northeast by François Ambroise, and southwest by Nicholas Patenaude.

Whereupon, Jean Baptiste Nantay was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the claimant was in possession and occupancy of the premises, and has continued so to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 170; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

The Board reconsidered the claim of Jean Baptiste Nantay, which was postponed on the 20th instant for further evidence. (See No. 163.)

Whereupon, Alexis Coquillard was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that he has heard Robert Thomas acknowledge, in his presence, that he considered himself as tenant of Jean Baptiste Nantay, on the farm now under consideration. Postponed for further consideration.

No. 171. JOSEPH LIVERNOIS, JUN.—The Board took into consideration the claim of Joseph Livernois, Jun. to a tract of land situate at Prairie Ronde; and the notice by him filed this day was read in the words and figures following, to wit:

To PETER AUDRAIN, *Register of the Land Office at Detroit.*

SIR:

DETROIT, June 22, 1808.

Please to take notice that I set up title and make claim to a certain tract of land, situate, lying, and being in the District of Detroit, containing four arpents in breadth by forty in depth, bounded by the lands of John Harvey in front, by unconceded lands in rear, on the northeast by the lands of E. Brush, Esq., and on the southwest by the lands of Joseph Livernois, Sen., which I hold and possess by virtue of a deed of exchange from Louis Barthe.

JOSEPH LIVERNOIS, *Fils.*

This tract contains, by estimation, one hundred and sixty arpents, it being four arpents in front by forty in depth, bounded in front by lands claimed by John Harvey, in rear by unconceded lands, on the northeast by lands claimed by Elijah Brush, and on the southwest by lands claimed by Joseph Livernois, Sen. The claimant, in support of his claim, produced the following deed of exchange, to wit:

DETROIT, Comté de Wayne:

Par devant le notaire public pour le comté de Wayne, résidant au Detroit, furent présents le sieur Joseph Livernois, demeurant dans la côté du sud-ouest, de cette ville, d'une part, et Louis Barthe, demeurant dans la côté du nord-est, d'autre part, lesquels reconnoissent avoir fait entre eux l'échange et permutation reciproque des terres cy-après déclarées, avec promesse de garantir l'un envers l'autre de leurs propres faits, ainsy que de toutes dettes, hypothèques, et aliénations quelconques; premièrement a été délaissé par le dit Joseph Livernois au dit Louis Barthe un terrain de quatre arpents de front sur quarante de profondeur, à ce présent, et acceptant pour lui, ses héirs, et ayant cause à l'avenir, et pour enjouir dès à présent et à toujours, sis en bas de la dite côté du sud-ouest à l'endroit nommé La Belle Fontaine prenant par devant au bord de la rivière du Detroit, borné d'un côté au nord-est à une terre appartenante au Sieur John Askin, et de l'autre côté aux autres tems du dit Sieur Askin, et par derrière à quarante arpents joignant la terre du dit Livernois, dont les dits quatre arpents de front fesaient partie; et le dit Louis Barthe a délaissé en contre échange au dit Livernois avec la même garantie, et pour enjouir aussi dès à présent un autre terrain aussi de quatre arpents de front, à commencer au bout de quarante arpents de la dite rivière, et de là en profondeur quarante arpents sur une terre bornée, au nord-est, au dit Sieur John Askin, et de l'autre côté à une autre terre appartenante au dit Livernois, et en profondeur jusqu'au bout des quatre vingt arpents de la rivière du Detroit, et par devant au bout des quarante premiers arpents, comme dit est, les dites terres ainsy échangées telles qu'elles sont à présent, et sans retour, d'une part ni d'autre, dont les dites parties se quittent respectivement, se transportant l'un à l'autre tous droits de propriété qu'ils avaient sur les dites terres suséchangées, disant être content et satisfait. Car ainsy a été convenu entre les parties, promettant, &c. obligeant, &c.

Fait et passé au Detroit en l'étude du dit notaire le 16 Fevrier, l'an 1802, et ont signé et scellé après lecture faite.

Ainsy signé à l'original remis à Louis Barthe.

JOSEPH LIVERNOIS, [L. s.]
LOUIS BARTHE. [L. s.]

Présence de CHARLES MORAN,
FRANCIS D. BELLECOUR, *Not. Pub.* [L. s.]

Whereupon, Alexis Iabadi was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, Louis Barthe was in possession and occupancy of the premises, and continued so until he transferred it to the claimant, in exchange for another tract of land; since which time the claimant has possessed and occupied the same to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 171; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to to-morrow, at nine in the forenoon.

FRIDAY, June 24, 1808.

The Board met at nine o'clock in the forenoon, pursuant to adjournment.

No. 172. JOHN ASKIN, Jun.—The Board took into consideration the claim of John Askin, Jun. to a tract of land on the north side of river Huron; and the notice filed this day by Elijah Brush, Esq., his agent, was read in the words and figures following, to wit:

TERRITORY OF MICHIGAN, District of Detroit:

To the Commissioners of the United States' Land Office in the District and Territory aforesaid.

I hereby make entry of a certain tract of land, situate, lying, and being on the north side of river Huron, in the district and territory aforesaid, being twelve and a half acres in front upon said river, by fifty in depth, bounded on the upper side by lands claimed by Christian Clemens, on the lower side, and in rear, by the lands of the United States, and in front by the said river, being part and parcel of the lands commonly called and known by the name of McConse meadows, which I claim by virtue of a long and uninterrupted possession and improvement.

E. BRUSH,
Attorney for John Askin, Jun.

DETROIT, June 23, 1808.

This tract contains, by estimation, six hundred and twenty-five acres, it being twelve and a half acres in front by fifty acres in depth, bounded in front by river Huron, in rear, and on one side, by lands of the United States, and on the other side by lands claimed by Christian Clemens.

Whereupon, Henry Tucker was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, one Descoteaux began to improve and cultivate the premises, by order of, and for the benefit of, the claimant; that, some time after, the claimant had a house built; that, afterwards, Christian Clemens tenanted the premises for the claimant, and erected fences, and has continued to cultivate the land to this day.

Christian Clemens being also sworn as a witness in behalf of the claimant, deposed and said, that, he has been a tenant of the claimant, and has cultivated the said tract of land for these six or seven years past.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 172; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be delivered to the Register of the Land Office at Detroit.

No. 173. JAMES ABBOTT, Esq.—The Board took into consideration the claim of James Abbott, Esq. to a tract of land, situate on the south side of river Huron; and the notice by him filed this day was read in the words and figures following, to wit:

To PETER AUDRAIN, Esq. Register of the Land Office at Detroit.

SIR:

DETROIT, June 24, 1808.

Please to take notice that I claim title to a certain tract of land, lying and being on the south side of the river Huron, that empties in lake St. Clair, containing, by estimation, six hundred and thirty acres, it being ten and a half acres in front by sixty in depth, bounded in front by said river, in rear by lands of the United States, above by a buttonwood tree about one acre above a certain small creek that empties itself in said river, and below by unlocated lands. I claim title by virtue of possession, occupancy, and improvements made by me or by those from whom I derive title.

JAMES ABBOTT.

This tract contains, by estimation, six hundred and thirty acres, it being ten and a half acres in front, by sixty in depth, is bounded in front by river Huron, in rear by lands of the United States, above by a buttonwood tree about one acre above a certain small creek, and below by unlocated lands.

Whereupon, Henry Tucker was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, one Edward Hezell was in possession and occupancy and improvements of the premises, by cultivating the land and building a house, and raised on that land two crops; and since that time, Hezell informed the deponent that he had sold his improvements to the late James Abbott, (father of the claimant,) deceased; and that Christian Clemens afterwards improved and cultivated the premises to this day.

Christian Clemens was also brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, for these eight years past, he has tenanted the premises, and pays rent to the claimant.

The claimant, in support of his claim, produced the following deed, to wit:

Know all men by these presents, that I, James Abbott, Esq. of Detroit, for and in consideration of five shillings, New York currency, to me in hand well and truly paid, the receipt whereof I do hereby acknowledge, have granted, bargained, sold, alienated, and confirmed, and by these presents do bargain, sell, alien, and confirm, unto my son, James Abbott, his heirs and assigns, forever, a certain tract of land, situate and lying on the south-southeast of river Huron, or lake St. Clair, containing ten acres in breadth, and eighty acres in depth, the said tract beginning at an otter pond, and running up the said river the breadth of ten acres; the whole containing eight hundred acres, more or less, with all and singular the appurtenances whatever to the said tract of land belonging, or anywise appertaining, and the reversion and reversions, remainder and remainders. &c.

To have and to hold the said premises, and every part and parcel thereof, with the appurtenances, unto my said son, James Abbott, his heirs and assigns, and for the only proper use and behoof of him, my said son, James, his heirs and assigns, forever. And I, the said James Abbott, for myself and my heirs, and against myself and my heirs and assigns, the said tract of land, and every part and parcel thereof, shall and will defend and forever warrant by virtue of these presents. In witness whereof, I have hereunto set my hand, and affixed my seal, at Detroit, this 15th day of December, in the year of our Lord one thousand eight hundred and ninety-eight, and of the independence of the United States the twenty-third.

JAMES ABBOTT. [L. s.]

Sealed and delivered in the presence of

PETER AUDRAIN,
ROBERT ABBOTT.

WAYNE COUNTY, ss.

Personally came before me, James May, of Detroit, Esq. one of the Judges of the Court of Common Pleas in and for the said county of Wayne, James Abbott, Esq. who acknowledged the above to be his act and deed for the purposes therein mentioned.

In testimony whereof, I have hereunto subscribed my name, at Detroit, this 15th day of December, 1798.

JAMES MAY.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 173; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to to-morrow, at nine in the forenoon.

SATURDAY, June 25, 1808.

The Board met at nine o'clock in the forenoon, pursuant to adjournment.

No. 174. THE WIDOW AND HEIRS OF JACOB THOMAS, deceased.—The Board took into consideration the claim of the widow and heirs of the late Jacob Thomas, deceased, to a tract of land at L'ance creuse, which was entered by Pierre Lanoue with the former Commissioners of the Land Office at Detroit, in vol. 1, page 308, under date of November 30, 1805. This tract contains, by estimation, one hundred and sixty arpents, it being four arpents in front by forty in depth, bounded in front by lake St. Clair, in rear by unconceded lands, on one side by lands claimed by Baptiste Nantay, and on the other side by lands claimed by Jean Baptiste Dubé.

Whereupon, Jean Baptiste Nantay was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the late Jacob Thomas, deceased, was in possession and occupancy of the premises, and continued so until he died; since which time, the widow and children have occupied the same.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 174; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 175. LOUIS PETIT.—The Board took into consideration the claim of Louis Petit to a tract of land on the south side of river Huron, of lake St. Clair, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 399, under the date of December 19, 1805. This tract contains, by estimation, one hundred and twenty arpents, it being three arpents in front by forty in depth, bounded in front by river Huron, in rear by unconceded lands, on one side by lands now claimed by Pierre Phenix, and on the other side by lands claimed by Joseph Campeau.

Whereupon, Baptiste Comparet, Jun. was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st of July, 1796, one Cannellier was in possession and occupancy of the premises, and continued so until the 8th of May, 1797, when he sold to the claimant, who also possessed and occupied until 1804, when this deponent left river Huron.

Pierre Phenix, being duly sworn, deposed and said, that the claimant was in possession and occupancy of the premises in 1804, and has continued so to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 175; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 176. PIERRE PHENIX.—The Board took into consideration the claim of Pierre Phenix to two tracts of land, now united in one farm, situate on river Huron, of lake St. Clair; and the notice by him filed this day was read in the words and figures following, to wit:

To PETER AUDRAIN, Register of the Land Office at Detroit.

SIR:

DETROIT, June 25, 1808.

Take notice that I enter with the Commissioners of the Land Office at Detroit my claim to a farm situate on river Huron, of lake St. Clair, containing six arpents in front by forty in depth, bounded in front by river Huron, in rear by unconceded lands, on one side by Joseph Rowe, and on the other side by Joseph Campeau. I claim and set up title by virtue of long possession, occupancy, and improvements made by me or those from whom I derive title.

PIERRE PHENIX, his x mark.

PETER AUDRAIN, witness.

This tract contains, by estimation, two hundred and forty arpents, it being six arpents in front by forty in depth, is bounded in front by river Huron, in rear by unconceded lands, on one side by lands claimed by Joseph Rowe, and on the other side by lands claimed by Joseph Campeau.

Whereupon, Louis Petit was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st of July, 1796, one Lapaline was in possession and occupancy of the premises, that is to say, of the lower tract of three arpents in front by forty in depth, and continued so until he sold to one Provost, from whom the claimant has purchased, and has possessed and occupied the same ever since to this day.

With respect to the upper tract of three arpents in front by forty in depth, the deponent saith, that, previous to the 1st of July, 1796, the same Lapaline was in possession and occupancy of the premises, and continued so until he sold to the late Nathan William, deceased, who sold to Joseph Bonvouloir, who sold to Joseph Cherbonneau, from whom the claimant purchased, and has possessed and occupied the premises to this day.

The claimant, in support of his claim, produced the following deed, to wit:

TERRITOIRE DE MICHIGAN:

Par devant les temoins soussignés fut présent Joseph Cherbonneau, du district du Detroit, lequel a déclaré avoir vendu, cédé, quitté, transporté, et délaissé, dès maintenant et à toujours, avec garantie de toutes dettes, hypothèques, évictions, aliénations, et de tout trouble et empêchement généralement quelconque, (excepté de la part des Etats Unis) à Pierre Phenix, du district de Huron, à ce présent acceptant acquéreur, pour lui, ses hoirs, et ayant cause à l'avenir, une terre sise et située à la rivière Aux Hurons, et territoire de Michigan, consistant en trois arpents de front sur quarante de profondeur, bornée par devant par la dite rivière Aux Hurons, au nord-est par Antoine Petit, et au sud-est et par derrière aux terres non concédées; tel que la dite terre se poursuit et comporte de toutes parts, ensemble les bâtiments susconstruits, circonstances, et dépendances que le dit acquéreur dit bien connaître, et dont il est content et satisfait. Cette vente, cession, transport, et délaissement ainsi fait pour et moyennant la somme de trente-trois pounds quatorze chelings, cours de la Nouvelle York, que le dit vendeur reconnoît et déclare avoir reçu comptant du dit acquéreur avant la passation des présentes; l'entient quitte et déchargé ainsi que tous autres. Au moyen de quoi le dit Joseph Cherbonneau a de ce moment transporté, et par ces présentes transporté au dit Pierre Phenix, ses hoirs, et ayant cause à l'avenir, tous et tels droits de propriété, noms, raisons, actions, qu'il a et pouvait avoir sur la dite terre, voulant et entendant qu'il en soit mis en bonne possession et seigneurie par lui et ainsi qu'il appartiendra en vertu des présentes. Faite et passé au Detroit le 16 jour d'Août, en l'an de notre Seigneur 1806; et le dit vendeur a signé et scellé en présence de temoins après lecture faite.

JOSEPH CHERBONNEAU. [L. s.]

Scellé et délivré en présence de

PETER AUDRAIN.

TERRITORY OF MICHIGAN, to wit:

Personally appeared before me, the undersigned, one of the justices assigned to keep the peace in and for the district of Detroit, Joseph Cherbonneau, the above grantor, who acknowledged the foregoing instrument of writing to be his act and deed for the purposes therein contained, and that as such it may be recorded. In testimony whereof I have hereunto set my hand, at Detroit, this 16th day of August, A. D. 1806.

PETER AUDRAIN, *Justice of Peace.*

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 176; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 177. JOSEPH LENFANT, Sen.—The Board took into consideration the claim of Joseph Lenfant, Sen., to a tract of land, situate on the north side of river Raisins; and the notice by him filed was read in the words and figures following, to wit:

To PETER AUDRAIN, *Register of the Land Office at Detroit.*

DETROIT, June 21, 1808.

SIR:

Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim to a farm on which I have lived these twenty-four years, situate on the north side of the river Raisins, containing three arpents in front by forty in depth, bounded in front by river Raisins, in the rear by unconceded lands, above by lands claimed by my son Joseph, and below by lands claimed by Messrs. Godfroy and Beaumont. I claim by virtue of a long and uninterrupted possession, occupancy, and valuable improvements made by me thereon.

For JOSEPH LENFANT, Sen.

JOSEPH LENFANT, Jun.

PETER AUDRAIN, *witness.*

This tract contains, by estimation, one hundred and twenty arpents, it being three arpents in front by forty in depth, bounded in front by river Raisins, in rear by unconceded lands, above by lands claimed by Joseph Lenfant, Jun. and below by lands claimed by Messrs. Godfroy and Beaumont.

Whereupon, Jean Baptiste Couture was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that the claimant has been in constant possession and occupancy of the premises for more than twenty years past.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 177; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 178. PIERRE PHENIX.—The Board took into consideration another claim of Pierre Phenix to a tract of land, situate on the south side of river Huron, of the lake St. Clair; and the notice by him filed this day was read in the words and figures following, to wit:

To PETER AUDRAIN, *Register of the Land Office at Detroit.*

DETROIT, June 25, 1808.

SIR:

Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim to a tract of land, situate at river Huron, containing three and a half arpents in front by forty in depth, bounded in front by said river Huron, in rear by unconceded lands, on one side by Joseph Campeau, and on the other side by Louis Petit. I claim and set up title by virtue of possession, occupancy, and improvements made by me, or those from whom I derive title.

PIERRE PHENIX, his \times mark.

PETER AUDRAIN, *witness.*

This tract contains, by estimation, one hundred and forty arpents, it being three and a half arpents in front by forty in depth, is bounded in front by river Huron, in rear by unconceded lands, on one side by lands claimed by Joseph Campeau, and on the other side by lands claimed by Louis Petit.

Whereupon, Louis Petit was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st of July, 1796, one Antoine Petit was in possession and occupancy of the premises, and continued so until he sold to Jean Baptiste Petit, from whom the claimant has purchased, and has occupied and cultivated the same since that time to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 178; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 179. BAZILE PEPIN.—The Board took into consideration the claim of Bazile Pepin to a tract of land, situate on river Detroit, below river Ecorces; and the notice by him filed this day was read in the words and figures following, to wit:

To PETER AUDRAIN, *Register of the Land Office at Detroit.*

SIR:

DETROIT, June 25, 1808.

Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim to a tract of land, situate below river Ecorces, on river Detroit, containing two arpents in front by one hundred and twenty in depth, bounded in front by river Detroit, in rear by unconceded lands, on one side, above, by André Vigé, and on the other side by Etienne Lebeau. I make claim and set up title by virtue of a long possession, occupancy, and improvements made by me or those from whom I derive title.

BAZILE PEPIN, his x mark.

PETER AUDRAIN, *witness.*

This tract contains, by estimation, two hundred and forty arpents, it being two arpents in front by one hundred and twenty in depth, is situate on river Detroit, below river Ecorces, and is bounded in front by river Detroit, in rear by unconceded lands, above by lands claimed by André Vigé, and below by lands claimed by Jean Baptiste Lebeau.

Whereupon, Alexis Labadi was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, one Jean Baptiste Fontaine was in possession and occupancy of the premises, and continued so until he sold to the claimant, who has possessed and occupied the same to this day. The claimant, in support of his claim, produced the following deed, to wit:

DETROIT, *Comté de Wayne:*

Par devant le notaire public pour le comté de Wayne, résidant au Detroit, fut présent le nommé Jean Baptiste Fontaine, demeurant à la rivière Aux Raisins, côté du sud-ouest de la paroisse St. Antoine, de ce comté, lequel reconnoit par ces présentes avoir vendu, cédé, quitté, transporté et délaissé, dès maintenant et à toujours, avec garantie de ses propres faits, ainsi que de toutes dettes, hypothèques quelconques, au nommé Bazile Pepin, à ce présent, et acceptant acquéreur, pour lui, ses hoirs, et ayant cause à l'avenir, une terre de deux arpents de front sur cent vingt de profondeur, sise au nord-ouest de la rivière du Detroit, en bas de la rivière dite Aux Ecorces, prenant par devant au bord de la dite rivière du Detroit, bornée d'un côté au nord-est à André Vigé, et de l'autre côté au sud-est à Pierre Délorier, avec tous les bâtiments susconstruits, circonstances, et dépendances, que le dit acquéreur dit bien connoître, dont il est content et satisfait. Cette vente, cession, transporte et délaissement, ainsi faite pour le prix et somme de cinquante pounds, cours de la Nouvelle York, laquelle somme le dit vendeur reconnoit avoir reçu comptant avant la passation des présentes, dont il le tient quitte et déchargé; et au moyen de ce le dit Jean Baptiste Fontaine a de ce moment transporté et transporte au dit Bazile Pepin, ses dits hoirs, et ayant cause à l'avenir, tous et tels droits de propriété qu'il a et pouvait avoir sur la dite terre, bâtiments, clôtures, &c. susvenu, voulant et entendant qu'il en soit mis en bonne possession et seigneurie, par qui et ainsi qu'il appartiendra en vertu des présentes; et il a été accordé entre les parties que le dit vendeur ne sera responsable d'aucun des faits du Gouvernement des États Unis ou autre à l'avenir. Car ainsy sont convenues les parties de bonne foy, promettant, &c. obligeant, &c. Fait et passé au dit Detroit, le trois d'Avril, l'an 1805, et ont signé et scellé après lecture faite.

JEAN BTE. FONTAINE, sa x marque. [L. s.]

BAZILE PEPIN, sa x marque [L. s.]

Présence de LOUIS LOGNON,

Th. D. BELLECOUR, *Not. Pub.* [L. s.]

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 179; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to Monday next, at nine in the forenoon.

MONDAY, June 27, 1808.

The Board met at nine o'clock in the forenoon, pursuant to adjournment.

No. 180. FRANCOIS RIVARD.—The Board took into consideration the claim of François Rivard to a tract of land situate on river Detroit, and the notice by him filed the 25th of June instant was read in the words and figures following, to wit:

To PETER AUDRAIN, Esq. *Register of the Land Office Detroit.*

SIR:

DETROIT, June 25, 1808.

Please take notice that I claim title to a tract of land in the district of Detroit, situate, lying, and being on the river Detroit, containing, by estimation, one hundred and sixty arpents, it being two arpents in front by eighty in depth, bounded in front by river Detroit, in rear by unlocated lands, on the northeast by lands claimed by Jacques St. Obin, and on the southwest by lands claimed by Antoine Chapoton. I claim title to the above tract of land by virtue of possession, and improvements made by me in 1795, and continued to this day.

FRANCOIS RIVARD.

This tract contains, by estimation, one hundred and sixty arpents, it being two arpents in front by eighty in depth, bounded in front by river Detroit, in rear by unconceded lands, northeast by lands claimed by Jacques St. Obin, southwest by lands claimed by Antoine Chapoton.

Whereupon, Jean Baptiste Chapoton was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the claimant was in possession and occupancy of the premises, and has continued so to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 180; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 181. ANTOINE RIVARD.—The Board took into consideration the claim of Antoine Rivard to a tract of land situate on river Detroit; and the notice by him filed this day was read in the words and figures following, to wit:

To PETER AUDRAIN, Esq. *Register of the Land Office, Detroit.*

SIR:

DETROIT, June 27, 1808.

Please take notice that I claim title to a tract of land in the district of Detroit, situate, lying, and being on the river Detroit, containing, by estimation, one hundred and eighty arpents, it being two and one-fourth arpents in front by eighty in depth, bounded in front by the river Detroit, and in rear by unlocated lands, on the northeast by lands claimed by Louis Moran, and on the southwest by lands also claimed by Louis Moran. I claim title to this tract of land by virtue of possession, occupancy, and improvements made by me and by those from whom I derive title.

ANTOINE RIVARD.

This tract contains, by estimation, about one hundred and eighty arpents, it being two and one-fourth arpents in front by eighty in depth, bounded in front by river Detroit, in rear by unconceded lands, northeast by lands claimed by Maurice Moran, southwest by lands claimed by Louis Moran.

And thereupon Charles Chovin was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the late Jean Batiste Rivard, deceased, father to the

claimant, was in possession and occupancy of the premises, and continued so until he died; since which time, the claimant has possessed and occupied the same, by virtue of a deed of gift made him by his father, dated the 22d September, 1801; which deed the claimant produced, and is hereafter entered. With respect to the forty arpents of the second concession, the deponent saith that the late Jean Batiste Rivard made no other use of them than in cutting a road to go back for firewood. The deed of gift exhibited by the claimant is in the words and figures following, to wit:

DETROIT, Comté de Wayne:

Par devant le notaire public pour le comté de Wayne, résidant au Detroit, fut présent le sieur Jean Batiste Rivard, demeurant sur sa terre dans la côté du nord-est, de la paroisse Ste. Anne, dans le dit comté, lequel a par ces présentes fait donation pure, simple, et irrevocable, en la meilleure forme que faire se peut, et pour plus grande validité promet garantir de tout trouble, dettes, hypothèques, évictions, aliénations, et empêchements généralement quelconques, à Antoine Rivard, son fils, demeurant avec lui, à ce présent, et acceptant pour lui, ses hoirs, et ayant cause à l'avenir, d'une terre de deux arpents de front, (et plus,) sur quarante de profondeur, sise dans la ditte côté et paruisse, prenant par devant au bord de la rivière Detroit, bornée au nord-est à Maurice Moran, et de l'autre côté, au sud-ouest, à Louis Moran, avec une maison, grange, étable, verger, jardin, et toutes les circonstances et dépendances de la ditte terre, instruments d'agriculture, meubles de ménage dans la ditte maison, ainsi que tous les animaux, comme chevaux, bœufs, vaches, cochons, &c., en un mot généralement tout ce qui peut appartenir et appartient au dit donateur qui veut et entend que son dit fils Antoine en jouisse dès à présent sans aucune interruption, de la part de ses autres enfans, et pour par lui, ou ses ayant cause, à l'avenir en disposer comme bon lui semblera, en vertu des présentes, sans par le dit donateur en rien réserver ni retenir. Cette donation ainsi faite pour récompenser les bons services que son dit fils lui a rendus et continue de lui rendre tous les jours, et en outre de par le dit Antoine, de loger, nourrir, entretenir de hardes et linge propre son dit père durant tout le tems qu'il plaira à Dieu de le laisser vivre, et d'avoir bien soin de lui, tant en santé qu'en maladie, et en cas de maladie de le soigner et faire soigner de son mieux, et après son décès de le faire inhumer décentement, comme il convient; ce a quoy le dit Antoine s'oblige ainsi que de consulter son dit père dans toutes les affaires qu'il aura ou fera, durant le tems qu'il aura bonne connaissance, et de lui obéir et respecter comme un bon fils doit faire; comme le dit donateur doit à son dit fils une somme d'argent pour la part qui lui revient de sa défunte mère, et des gages qui lui sont dus pour deux ans et plus par un engagement fait entre eux, les parties se tiennent quittes réciproquement. Et au moyen de tout ce que dessus le dit sieur donateur a de ce moment transporté et transporte à son dit fils Antoine tous et tels droits de propriété, fonds, tres fonds, et autres qu'il a et pouvait avoir sur la ditte terre à lui donnée, maison, &c. &c. dont il s'est par ces présentes désaïssi et dévêtu au profit et en faveur du dit donataire, voulant qu'il en soit saisi et mis en bonne possession ainsi qu'il appartiendra en vertu des dites présentes, comme étant sa volonté. Car ainsi, &c. promettant, &c. obligant, &c. Fait et passé au dit Detroit, le 22 Septembre, l'an 1801, et ont signé et scellé, après lecture faite des présentes, présence de témoins et de nous dit notaire, qui avons signé et apposé notre cachet d'office jour et an susdit.

JEAN BTE. RIVARD, sa \times marque. [L. s.]
ANTOINE RIVARD. [L. s.]

ALEXIS CERRAIT, dit COQUILLARD,
JOSEPH BESEAU,
FRS. D. BELLECOUR, Not. Pub. [L. s.]

Et le même jour est comparu par devant moy, Patrick McNiff, écuyer, un des Juges des Plaidoyers Communs pour le dit comté, le sieur Jean Rivard et Antoine Rivard son fils, lesquels ont déclaré que le présent est leur véritable act lequel ils ont signé et posé leurs cachets voulant que foy y soit ajoutée.

PATRICK MCNIFF, J. C. C. Pleas.

DETROIT, le 22 Septembre, 1801.

Postponed for further consideration.

No. 182. MORICE MORAN.—The Board took into consideration the claim of Morice Moran to a tract of land, situate on river Detroit, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 2, page 103, under the date of 22d February, 1806. This tract contains, by estimation, ninety arpents, it being two and one-fourth arpents in front by forty in depth, bounded in front by river Detroit, in rear by unceded lands, northeast by lands claimed by Charles Gouin, southwest by lands claimed by Antoine Rivard.

Whereupon, François Rivard was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the claimant was in possession and occupancy of the premises, and has continued so to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 182; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to to-morrow, at nine in the forenoon.

TUESDAY, June 28, 1808.

The Board met at nine o'clock in the forenoon, pursuant to adjournment.

The Board reconsidered the claim of Antoine Rivard, No. 181; and, from the evidence given before them, it doth appear to the commissioners that the claimant is entitled to two arpents and one-eighth of an arpent in front by forty arpents in depth of the above described tract of land, and no more, and that he have a certificate thereof, which certificate shall be No. 181; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 183. LAURENT GRIFFARD.—The Board took into consideration the claim of Laurent Griffard to a tract of land, situate on lake St. Clair, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 61, under the date of 8th November, 1805.

This tract contains, by estimation, one hundred and twenty arpents, it being three arpents in front by forty in depth, is bounded in front by lake St. Clair, in rear by unceded lands, northeast by lands claimed by Jean Batiste Vernier, dit Ladouceur, and southwest by lands claimed by Henry St. Bernard.

Whereupon, Louis Monet was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, twenty years ago, the claimant was in possession and occupancy of the premises, and has continued so to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 183; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 184. JACQUES ALLARD.—The Board took into consideration the claim of Jacques Allard to a tract of land situate on lake St. Clair; and the notice by him filed this day was read in the words and figures following, to wit:

To PETER AUDRAIN, Register of the Land Office at Detroit.

SIR:

Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim to a tract of land, situate above Grosse Pointe, on lake St. Clair, containing, by estimation, about one hundred and twenty arpents, it being three arpents in front (wanting one perch) by forty arpents in depth, bounded in front by lake St. Clair, in rear by unceded lands, on one side by Baptiste Celoron, on the other side by Louis Griffard.

FOR JACQUES ALLARD,
PETER AUDRAIN.

This tract contains, by estimation, about one hundred and twenty arpents, it being three arpents (wanting one perch) in front by forty in depth, is bounded in front by lake St. Clair, in rear by unconceded lands, on one side by lands claimed by Baptiste Celoron, and on the other side by lands claimed by Louis Griffard.

Whereupon, Charles Poupard was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, several years previous to the 1st July, 1796, the claimant was in possession and occupancy of the premises, and has continued so to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 184; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to to-morrow, at nine in the forenoon.

WEDNESDAY, June 29, 1808.

The Board met at nine o'clock in the forenoon, pursuant to adjournment.

No. 185. **ICHABOD LEECH.**—The Board took into consideration the claim of Ichabod Leech to a tract of land, situate on the river Raisins, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 50, under the date of 9th January, 1805.

This tract contains about eight arpents in front, more or less, by eighty in depth, (but not to exceed six hundred and forty acres in the whole,) is bounded in front by river Raisins, in rear by unconceded lands, west by Barney Parker, east by Israel Ruland.

Whereupon, Israel Ruland was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, one Medard Labadi was in possession and occupancy of the premises, and continued so until he sold to Jacob Visger, Esq. from whom the claimant has purchased, who has since that time possessed or tenanted the same to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 185; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 186. **GEORGE COTTERALL.**—The claim of Colonel George Cotterall to a tract of land, situate on river St. Clair, was taken into consideration; and the notice by him filed this day was read in the words and figures following, to wit:

To **PETER AUDRAIN, Register of the Land Office at Detroit.**

SIR:

DETROIT, June 29, 1808.

Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim to a tract of land, situate on the northwest side of river St. Clair, containing ten acres in front by forty in depth, bounded in front by river St. Clair, in rear by unconceded lands, on one side by Jean Baptiste Daunay, and on the other by widow Mini. I claim and set up title by virtue of possession, occupancy, and improvement made by me or those from whom I derive title.

GEORGE COTTERALL.

This tract contains, by estimation, four hundred acres, it being ten acres in front by forty in depth, is bounded in front by river St. Clair, in rear by unconceded lands, on one side by lands claimed by Jean Baptiste Daunay, and on the other by lands claimed by widow Mini.

Whereupon, Capt. Alexander Harrow was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the claimant was in possession and occupancy of the premises, and has continued so to this day.

Postponed for consideration.

No. 187. **GEORGE COTTERALL, JUN., HENRY COTTERALL, JOHN COTTERALL, JAMES COTTERALL, DAVID COTTERALL.**—The Board took into consideration the claim of George Cotterall, Jun., and of his brothers, Henry, John, James, and David, to a tract of land, situate on river St. Clair; and the notice filed this day by George Cotterall, their father, in their behalf, was read in the words and figures following, to wit:

To **PETER AUDRAIN, Register of the Land Office at Detroit.**

SIR:

DETROIT, June 29, 1808.

Take notice that I now enter with the Commissioners of the Land Office at Detroit a claim for my sons to a tract of land, situate on river St. Clair, containing sixteen acres in front by forty in depth, bounded in front by river St. Clair, in rear by unconceded lands, on one side by Pierre Lemay, and on the other side by Jean Baptiste Daunay. I claim and set up title by virtue of a long possession, occupancy, and improvements made by me thereon.

GEO. COTTERALL,

For **George Cotterall, Jun. Henry Cotterall, John Cotterall, James Cotterall, and David Cotterall.**

This tract contains, by estimation, six hundred and forty acres, it being sixteen acres in front by forty in depth, bounded in front by river St. Clair, in rear by unconceded lands, on one side by lands claimed by the late Pierre Lemay, and on the other side by lands claimed by Jean Baptiste Daunay.

Whereupon, Capt. Alexander Harrow was brought forward as a witness in behalf of the claimants, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, Col. Geo. Cotterall, father to the claimants, was in possession and occupancy of the premises, and continued so until he gave it to the claimants, his children, who have possessed and occupied the same to this day.

In support of the claim, the following deed was exhibited, and is in the words following, to wit:

Know all men by these presents, that I, George Cotterall, Sen., yeoman, of the river St. Clair, that, for and in consideration of the good will, love, and affection which I bear unto George Cotterall, Jun. and brothers, all of the said river St. Clair, have given and granted, and by these presents do give and grant, unto the said George Cotterall, Jun. and brothers, their heirs and assigns, a certain tract or parcel of land, situate, lying, and being on the north-north-west side of the said river St. Clair, bounded northerly by the farm occupied by Pierre Lemay, southerly by the farm occupied by Jean Baptiste Yax, easterly and in front by the said river, and extending back from thence the distance of thirty-five acres, and, in the whole, containing about four hundred and ninety acres; and, also, all and singular the appurtenances unto the said tract or parcel of land belonging, or in anywise appertaining, and all the estate, right, title, interest, claim, property, or demand, whatsoever, of me, the said George Cotterall, Sen. of, in, and to the land and premises, and every part and parcel thereof; to have and to hold the said lands and premises, with all and every of their appurtenances, unto the said George Cotterall, Jun. and brothers, their heirs and assigns, for the only proper use and behoof of the said George Cotterall, Jun. and brothers, their heirs or assigns. And I, the said George Cotterall, Sen. for myself, or any other person or persons claiming, or to claim, by, from, or under me, shall warrant and defend by virtue of these presents.

In witness whereof, I have unto these presents set my hand, and affixed my seal, at river St. Clair, this 8th day of October, A. D. 1804.

GEORGE COTTERALL. [L. s.]

Signed, sealed, and delivered, in presence of

ROBERT H. McNIFF,
JEAN BATISTE DONAIT, his x mark.

MICHIGAN TERRITORY, SS.

Personally came and appeared before the undersigned, one of the Judges of the District Court of Huron and Detroit, George Cotterall, senior, and acknowledged the above instrument of writing to be his act and deed for the purposes therein contained, and that, as such, it may be recorded. In testimony whereof, I have hereunto set my hand and seal, at the city of Detroit, this 29th day of June, A. D. 1808.

JAMES ABBOTT, [L. s.]
Judge of the District Court of Huron and Detroit.

This claim is postponed for consideration.

No. 188. ALEXANDER HARROW.—The Board took into consideration the claim of Captain Alexander Harrow to a tract of land, situate on river St. Clair; and the notice by him filed this day with the Commissioners of the Land Office at Detroit was read in the words and figures following, to wit:

To PETER AUDRAIN, Register of the Land Office at Detroit.

SIR: DETROIT, June 29, 1808.

Take notice that I enter with the Commissioners of the Land Office at Detroit my claim to a tract of land, situate on river St. Clair, containing, by estimation, six hundred and forty acres, it being sixteen acres in front by forty in depth, bounded in front by the river St. Clair, and in rear by unceded lands, above by lands claimed by Toussaint Chovin, and below by lands claimed by James Harrow. I make claim and set up title by virtue of a long possession, occupancy, and improvements made by me or those from whom I derive title.

ALEXANDER HARROW.

This tract contains, by estimation, six hundred and forty acres, it being sixteen acres in front by forty in depth, situate in front by river St. Clair, in rear by unceded lands, above by lands claimed by Toussaint Chovin, and below by lands claimed by James Harrow.

Whereupon, Colonel George Cotterall was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the first July, 1796, the claimant was in possession and occupancy of the premises, and has continued so to this day.

Postponed for consideration.

No. 189. ALEXANDER HARROW.—The Board took into consideration another claim of Captain Alexander Harrow to a tract of land on river St. Clair; and the notice by him filed this day was read in the words and figures following, to wit:

To PETER AUDRAIN, Register of the Land Office at Detroit.

SIR: DETROIT, June 29, 1808.

Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim to a tract of land, situate on river St. Clair, containing, by estimation, six hundred and forty acres, it being sixteen acres in front by forty in depth, bounded in front by river St. Clair, in rear by unceded lands, on one side by John Harrow, and on the other side, below, by a creek. I make claim and set up title by virtue of long possession, occupancy, and improvements made by me or those from whom I derive title.

ALEXANDER HARROW.

This tract contains, by estimation, six hundred and forty acres, it being sixteen acres in front, by forty in depth, is bounded in front by river St. Clair, in rear by unlocated lands, on one side by lands claimed by John Harrow, on the other side, below, by a creek.

Whereupon, Colonel George Cotterall was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, on the 1st July, 1796, there were no improvements then made on said tract of land, and no improvements are now made, but that the claimant has made use of it as a meadow, and has cut his fire wood on it before the 1st July 1796, and ever since.

Postponed for consideration.

No. 190. ALEXANDER HARROW.—The Board took into consideration another claim of Captain Alexander Harrow to a tract of land, situate at Point aux Tremblés, on river St. Clair; and the notice by him filed this day was read in the words and figures following, to wit:

To PETER AUDRAIN, Register of the Land Office at Detroit.

SIR: DETROIT, June 29, 1808.

Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim to a tract of land, situate on river St. Clair, containing eight acres in front by forty in depth, bounded in front by river St. Clair, in rear by unceded lands, on one side, below, by William Hill, and on the other side, above, by unceded lands. I claim and set up title by virtue of a long possession, occupancy, and improvement made by me or those from whom I derive title.

ALEXANDER HARROW.

This tract contains, by estimation, three hundred and twenty acres, it being eight acres in front, by forty in depth, is bounded in front by river St. Clair, in rear by unceded lands, on one side, below, by lands claimed by William Hill, above, by unceded lands.

Whereupon, Ignace Champagne was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, Louis Champagne was in possession and occupancy of the premises; that, one year after, he sold to one Pratt, from whom the claimant purchased the same year, and has continued possession by renting the premises to this day.

Postponed for consideration.

No. 191. SAMUEL CRIBBLE.—The Board took into consideration the claim of Samuel Cribble to a tract of land, situate on river St. Clair; and the notice by him filed this day was read in the words and figures following, to wit:

To PETER AUDRAIN, Register of the Land Office at Detroit.

SIR: DETROIT, June 29, 1808.

Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim to a tract of land, situate on river St. Clair, containing four acres in front by forty acres in depth, bounded in front by river St. Clair, in rear by unceded lands, on one side, above, by William Thorn, on the other side, below, by James Cartwright. I claim and set up title by virtue of long possession, occupancy, and improvements made by me or those from whom I derive title.

SAMUEL CRIBBLE.

This tract contains, by estimation, one hundred and sixty acres, it being four acres in front by forty in depth, bounded in front by river St. Clair, in rear by unceded lands, below by lands claimed by James Cartwright, and above by lands claimed by William Thorn.

Whereupon, Colonel George Cotterall was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, Captain Alexander Harrow was in possession and occupancy of the premises, and continued so until he sold to the claimant, who has possessed and occupied the same to this day.

Postponed for consideration.

No. 192. MELDRUM and PARK.—The Board took into consideration the claim of George Meldrum, for Meldrum and Park, to a tract of land, situate on lake St. Clair; and the notice by him filed this day was read in the words and figures following, to wit:

Commissioners of Land Office for the Territory of Michigan:

Please take notice, and enter on your records a farm belonging to Meldrum and Park, bounded on the northeast by the river Lassaline, and on the southwest by Meldrum and Park, and in front by lake St. Clair, and in the rear by other lands of the claimants, containing twenty and a half acres in front, by thirty-one acres back.

FOR MELDRUM and PARK,

GEORGE MELDRUM.

This tract contains, by estimation, six hundred and thirty acres, it being twenty and a half acres in front by thirty-one acres in depth, is bounded on the northeast by river Lassaline, on the southwest by other lands of the claimants, in front by lake St. Clair, and in rear by other lands of the claimants.

Whereupon, Antoine Nicholas Petit was brought forward as a witness in behalf of the claimants, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, he, the deponent, was living on the said tract of land, as a tenant of the claimants, for and during a little more than a year; that one Durocher lived on it for a year after; after which time, one Dupré lived on it at least two years and a half, also as a tenant of the claimants.

Postponed for consideration.

No. 193. MELDRUM and PARK.—The Board took into consideration another claim of Meldrum and Park to a tract of land, situate on lake St. Clair; and the notice filed this day by George Meldrum was read in the words and figures following, to wit:

Commissioners of Land Office for the Territory of Michigan:

Please take notice and enter on your records a farm belonging to Meldrum and Park, bounded on the southwest by the river of Vase, and on the northeast by Meldrum and Park, on the front by lake St. Clair, and on the rear by lands of the claimants, containing twenty and a half acres in front, and thirty-one acres back.

FOR MELDRUM and PARK,

GEORGE MELDRUM.

This tract contains, by estimation, six hundred and thirty acres, it being twenty and a half acres in front by thirty-one acres in depth, is bounded southwest by the river Aux Vases, northeast by other lands of the claimants, in front by lake St. Clair, and in rear by other lands of the claimants.

Whereupon, Baptiste Letourneau was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, in the year 1795, he, the deponent, was living on the premises, as a tenant of the claimants, and remained thereon one year; that, on his quitting, one Louis Barret, and one Durocher, came and lived on the premises, and remained one year; afterwards, one Francis Beriau lived on the premises more than three years; that one Dupré occupied afterwards two years.

Postponed for further consideration.

No. 194. MICHEL TREMBLE.—The Board took into consideration the claim of Michel Tremblé to a tract of land on river Huron, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 181, under the date of 22d November, 1805.

This tract contains three acres in front, extending back to the lake about sixteen or twenty acres, bounded in front by river Huron, in rear by lake St. Clair, above by lands claimed by François St. Obin, and below by lands claimed by Robert Robertjean.

Whereupon, Michel Duchene was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that Nicholas Chapoton was in possession and occupancy of the premises previous to the 1st July, 1796, and continued so until he sold to the claimant, who has possessed and occupied the same to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 194; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 195. (2d.) MICHEL TREMBLE.—The Board took into consideration the second claim of Michael Tremblé to another tract of land, situate on the northeast side of river Huron, of lake St. Clair, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 181, under the date of 22d November, 1805.

This tract contains six acres in front by forty in depth, is bounded in front by river Huron, in rear by unconceded lands, above by lands claimed by Edward Tucker, and below by lands claimed by the widow and heirs of the late William Tucker, deceased.

Whereupon, Jean Baptiste Comparet was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, one Henry Tucker was in possession and occupancy of the premises, and continued so until he sold to Christian Clemens, from whom the claimant has purchased, and has possessed and occupied until 1804, when this deponent left river Huron. Michel Duchène, being also sworn, deposed and said, that the claimant has been in constant occupancy of the premises from 1804 to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 195; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 196. THE HEIRS OF JACOB HILL, deceased.—The Board took into consideration the claim of William Hill, for himself, and for his brothers and sisters, to a tract of land, situate on river St. Clair; and the notice by him filed this day was read in the words and figures following, to wit:

TO PETER AUDRAIN, *Register of the Land Office at Detroit.*

SIR:

DETROIT, June 29, 1808.

Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim (for myself, my brothers and sisters) to a tract of land, situate on river St. Clair, containing six acres in front by forty in depth, bounded in front by river St. Clair, in rear by unconceded lands, on one side by George Meldrum, on the other side by Joseph Bassinet. I claim and set up title by virtue of a long possession, occupancy, and improvements made by me or those from whom I derive title.

WILLIAM HILL, his \times mark.

PETER AUDRAIN, *witness.*

This tract contains, by estimation, two hundred and forty acres, it being six acres in front by forty in depth, is bounded in front by river St. Clair, in rear by unconceded lands, above by lands claimed by George Meldrum, and below by lands claimed by Joseph Bassinet.

Whereupon, Ignace Champagne was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the late Jacob Hill was in possession and occupancy of the premises, and continued so until he died; since which time, his children and heirs have possessed and occupied the same to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, for himself, brothers and sisters, and that he have a certificate thereof, which certificate shall be No. 196; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

NO. 197. (2d.) THE HEIRS OF JACOB HILL, deceased.—The Board took into consideration another claim of William Hill, for himself, and for his brothers and sisters, to a tract of land, situate on river St. Clair; and the notice by him filed this day was read in the words and figures following, to wit:

To PETER AUDRAIN, *Register of the Land Office at Detroit.*

SIR:

DETROIT, June 29, 1808.

Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim to a tract of land, situate on the northwest side of river St. Clair, containing three acres in front by forty in depth, bounded in front by river St. Clair, in rear by unconceded lands, on one side by George Meldrum, and on the other side by Captain Harrow. I claim and set up title by virtue of possession, occupancy, and improvements made by me or those from whom I derive title.

WILLIAM HILL, his × mark.

PETER AUDRAIN, *witness.*

This tract contains, by estimation, one hundred and twenty acres, it being three acres in front by forty in depth, bounded in front by river St. Clair, in rear by unconceded lands, on one side by lands claimed by George Meldrum, and on the other side by lands claimed by Alexander Harrow.

Whereupon, Ignace Champagne was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the late Jacob Hill, deceased, was in possession and occupancy of the premises, and continued so until he died; since which time, the children and heirs have possessed and occupied the same.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 197; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

NO. 198. IGNACE CHAMPAGNE.—The Board took into consideration the claim of Ignace Champagne to a tract of land, situate on river St. Clair; and the notice by him filed this day was read in the words and figures following, to wit:

To PETER AUDRAIN, *Register of the Land Office at Detroit.*

SIR:

DETROIT, June 29, 1808.

Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim to a tract of land, situate on river St. Clair, containing four arpents in front by forty in depth, bounded in front by river St. Clair, in rear by unconceded lands, on one side by Pierre Delorme, and on the other side by François Chartier. I claim and set up title by virtue of a long possession, occupancy, and improvements made by me or those from whom I derive title.

IGNACE CHAMFAGNE, his × mark.

PETER AUDRAIN, *witness.*

This tract contains, by estimation, one hundred and sixty arpents, it being four arpents in front by forty in depth, bounded in front by river St. Clair, in rear by unconceded lands, on one side by lands claimed by Pierre Delorme, and on the other side by lands claimed by François Chartier: whereupon, William Hill was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the claimant was in possession and occupancy of the premises, and has continued so to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 198; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

NO. 199. FRANÇOIS AMBROISE TREMBLE.—The Board took into consideration the claim of François Ambroise Tremblé to a tract of land, situate on the northwest side of lake St. Clair, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 150, under the date of 20th November, 1805.

This tract contains, by estimation, one hundred and forty acres, it being three and a half acres in front by forty in depth, bounded in front by lake St. Clair, in rear by unconceded lands, on the upper side by lands claimed by Bazile Cregui, and on the lower side by lands claimed by Jean Baptiste Vernier, dit Ladouceur: whereupon, Jean Baptiste Vernier, dit Ladouceur, was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, Etienne Duchene was in possession and occupancy of the premises, and continued so for three years afterwards; made a present of the same to his first cousin, Michel Duchene, from whom the claimant has purchased, and occupied the same these seven years past.

And thereupon it doth appear to the commissioners that the claimant is entitled to the aforesaid tract of land, and that he have a certificate thereof, which certificate shall be No. 199; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to Friday next, at nine in the forenoon.

REUBEN ATTWATER,
PETER AUDRAIN,
JAMES ABBOTT.

No. 8.

Transcript of the minutes of the proceedings of the Commissioners of the Land Office at Detroit, from the 1st to the 30th July, inclusively, 1808.

The Board met at nine in the forenoon, pursuant to adjournment.

FRIDAY, July 1, 1808.

The Board reconsidered the claim of Samuel Cribble, No. 191, which was postponed for consideration on the 29th ultimo.

Whereupon, the claimant, in support of his claim, exhibited the following deed, to wit:

Know all men by these presents, that I, Alexander Harrow, of the river St. Clair, for and in consideration of the sum of three hundred dollars, to me in hand paid by Samuel Cribble, of said river, the receipt whereof I hereby acknowledge, have bargained, alienated, and sold, and by these presents do bargain, alienate, and sell, to the said Samuel Cribble, his heirs and assigns, forever, a certain farm or tract of land, of four acres in front by forty acres in depth, lying on the northwest side of the above named river St. Clair, and at present occupied by the said Samuel Cribble; bounded in front by said river St. Clair, on the northeast by the centre of a creek, and the land of William Thorn, on the southwest by the land of James Cartwright, and in the rear by unlocated lands, with all and every the improvements on the same: to have and to hold the same, and every part and parcel thereof, with the appurtenances, from me, my heirs, and executors, to, and in favor of, him, the said Samuel Cribble, his heirs and assigns, for their sole use and behoof, forever.

In witness whereof, I have hereunto set my hand and seal, at Detroit, territory of Michigan, this 28th day of June, 1808.

ALEXANDER HARROW. [L. s.]

Signed, sealed, and delivered, in the presence of
GEORGE COTTERALL, J. BATISTE COMPARET.

MICHIGAN TERRITORY, SS.

Be it remembered, that, on the 29th day of June, A. D. 1808, personally came and appeared before the undersigned, one of the Judges of the District Court of Huron and Detroit, Alexander Harrow, Esquire, the within grantor, who acknowledged the same to be his own free act and deed for the purposes therein contained, and desires that it may be recorded as such.

Given under my hand and seal, at Detroit, the day and year as above written.

JAMES ABBOTT, [L. s.]

Judge of the District Court of Huron and Detroit.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 191; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 200, JAMES HARROW.—The Board took into consideration the claim of James Harrow to a tract of land, situate on river St. Clair; and the notice by him filed was read in the words and figures following, to wit:

To PETER AUDRAIN, *Register of the Land Office at Detroit.*

SIR:

DETROIT, June 30, 1808.

Take notice that I now enter with the Commissioners of the Land Office at Detroit the claim of my son, James Harrow, to a tract of land, situate on river St. Clair, containing sixteen acres in front by forty in depth, bounded on the northeast by my lands, on the southwest by lands belonging to my son John, in front by river St. Clair, and in rear by unlocated lands. I claim for my said son James, and set up title by virtue of a long possession, occupancy, and improvements made by me.

JAMES HARROW.

This tract contains, by estimation, six hundred and forty acres, it being sixteen acres in front by forty in depth, bounded northeast by lands claimed by Alexander Harrow, southwest by lands claimed by John Harrow, in front by river St. Clair, and in rear by unlocated lands.

Whereupon, Colonel Cotterall was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, Captain Alexander Harrow was in possession and occupancy of the premises, and continued so until he made it over to the claimant, by a deed of gift here annexed, and has continued the possession in behalf of the claimant to this day.

The claimant, in support of his claim, exhibited the following deed, to wit:

Know all men by these presents, that I, Alexander Harrow, of the river St. Clair, for the love and affection which I have and bear to my sons, James and John Harrow, of said river St. Clair, have alienated and transferred, and do hereby alienate and transfer, and make over, that is, to my said son James, a certain tract or parcel of land, sixteen acres in front by forty acres in depth, lying on the northwest side of said river St. Clair, commonly called Petit Claus point, bounded on the northeast by my lands, on the southwest by lands of John Harrow, in front by the said river St. Clair, and in rear by unlocated lands. And to my said son John, a certain tract or parcel of land, of sixteen acres in front by forty acres in depth, lying on the northwest side of said river St. Clair, commonly called Point Office, bounded on the northeast by lands of James Harrow, on the southwest by my lands, in front by said river St. Clair, and in rear by unlocated lands, with all and every the improvements on the respective premises: to have and to hold the same, and every part thereof, with the appurtenances, to the said James and John Harrow, respectively, their heirs and assigns, for their sole use and behoof, respectively, forever.

In witness whereof, I have hereunto set my hand and seal, at Detroit, territory of Michigan, this 28th day of June, 1808.

ALEXANDER HARROW. [L. s.]

Signed, sealed, and delivered, in presence of

GEORGE COTTERALL.
SAMUEL CRIBLE.

MICHIGAN TERRITORY, SS.

Be it remembered, that, on the 29th day of June, A. D. 1808, personally came and appeared before the undersigned, one of the Judges of the District Court of Huron and Detroit, Alexander Harrow, Esquire, the within donor, who acknowledged the same to be his voluntary act and deed for the purposes therein contained, and desires that it may be received as such.

Given under my hand and seal, at Detroit, the day, month, and year, as above written.

JAMES ABBOTT,

Judge of the District Court of Huron and Detroit.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 200; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 201, JOHN HARROW.—The Board took into consideration the claim of John Harrow to a tract of land, situate on river St. Clair: and the notice by him filed this day was read in the words and figures following, to wit:

To PETER AUDRAIN, *Register of the Land Office at Detroit.*

SIR:

DETROIT, June 30, 1808.

Take notice that I now enter with the Commissioners of the Land Office at Detroit the claim of my son, John Harrow, to a tract of land, situate on river St. Clair, containing sixteen acres in front by forty in depth, bounded on the northeast by lands belonging to my son James, southwest by my lands, in front by river St. Clair, and in rear by unlocated lands. I claim for my said son John, and set up title by virtue of a long possession, occupancy, and improvements made by me.

ALEXANDER HARROW.

This tract contains, by estimation, six hundred and forty acres, it being sixteen acres in front by forty in depth, bounded on the northeast by lands claimed by James Harrow, southwest by lands claimed by Alexander Harrow, in front by river St. Clair, and in rear by unlocated lands.

Whereupon, Colonel Cotterall was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, Alexander Harrow was in possession of the premises until he made it over to the claimant by a deed of gift, (as above) and that Captain Harrow kept possession for the claimant to this day. The deponent further says, that there are no improvements made on the premises, no fences erected, and no land cultivated; and that Captain Harrow has always used the premises as meadow land, and has supplied himself with wild hay out of it; and that no persons cut hay thereon, without the permission of Captain Harrow. Postponed for consideration.

No. 202, PIERRE MINI.—The Board took into consideration the claim of Pierre Mini to a tract of land, situate on river St. Clair; and the notice by him filed this day was read in the words and figures following, to wit:

To PETER AUDRAIN, *Register of the Land Office, at Detroit.*

SIR: DETROIT, July 1, 1808.

Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim to a tract of land, situate on river St. Clair, containing six arpents in front by forty in depth, bounded in front by said river St. Clair, in rear by unconceded lands, above by Joseph Bassinet, and below by Francois Chartier. I claim and set up title by virtue of a long possession, occupancy, and improvements made by me or those from whom I derive title.

PIERRE MINI, his x mark.

Witness, PETER AUDRAIN.

This tract contains, by estimation, two hundred and forty arpents, it being six arpents in front by forty in depth, bounded in front by river St. Clair, in rear by unconceded lands, above by lands claimed by Joseph Bassinet, and below by lands claimed by Francois Chartier.

Whereupon, Colonel Cotterall was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, more than twenty years ago, the claimant was in possession and occupancy of the premises, and has continued in possession to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 202; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 203. (2d.) PIERRE MINI.—The Board took into consideration another claim of Pierre Mini, to a tract of land, situate on river St. Clair; and the notice by him filed this day was read in the words and figures following, to wit:

To PETER AUDRAIN, *Register of the Land Office at Detroit.*

SIR: DETROIT, July 1, 1808.

Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim to a tract of land, situate on the river St. Clair, containing six arpents in front by forty in depth, bounded in front by said river St. Clair, in rear by unconceded lands, above by Francois Chartier, and below by unconceded lands. I claim and set up title by virtue of a long possession, occupancy, and improvements made by me or those from whom I derive title.

PIERRE MINI, his x mark.

Witness, PETER AUDRAIN.

This tract contains, by estimation, two hundred and forty arpents, it being six arpents in front by forty in depth, bounded in front by river St. Clair, in rear by unconceded lands, above by lands claimed by Francois Chartier, and below by unconceded lands. Whereupon, Antoine Nicholas Petit was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the claimant was in possession, and cultivated the premises, and has continued so to this day. And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 203; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 204. THE WIDOW AND HEIRS OF ANTOINE MINI, deceased.—The Board took into consideration the claim of the widow and heirs of the late Antoine Mini, deceased, to a tract of land, situate on river St. Clair, which was entered with the former Commissioners of the Land Office at Detroit, in volume 1, page 19, under the date of 5th November, 1805.

This tract contains, by estimation, three hundred and twenty-five acres, it being six and a half acres in front by fifty in depth, bounded in front by river St. Clair, in rear by unconceded lands, above by lands claimed by Colonel George Cotterall, and below by lands claimed by Francois Fontenoy.

Whereupon, Antoine Nicholas Petit was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, twenty years ago at least, the late Antoine Mini, deceased, was in possession and occupancy of the premises, and continued so until he died; since which time, his widow and heirs have occupied the same to this day. And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 204; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 205. JEAN BAPTISTE BOURDEAUX.—The Board took into consideration the claim of Jean Baptiste Bourdeaux to a tract of land, situate on the south side of river Aux Sables, which was entered with the former Commissioners of the Land Office at Detroit, in volume 1, page 236, under the date of the 30th November, 1805.

This tract contains, by estimation, seventy-five acres, it being three acres in front by twenty-five in depth, bounded in front by the river Aux Sables, in rear by river Raisins farms, east by lands claimed by the heirs of Pierre Solo, and west by lands claimed by the heirs of Louis Gaillard. Whereupon, Joseph Bourdeaux was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, Antoine Gaillard was in possession and occupancy of the premises, and continued so until he sold to the claimant, who has possessed and occupied the same to this day. And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 205; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to to-morrow, at nine in the forenoon.

SATURDAY, July 2, 1808.

The Board met at nine o'clock in the forenoon, pursuant to adjournment.

The Board reconsidered the claim of Col. George Cotterall, (No. 186) which was postponed for consideration on the 29th June last. And thereupon it doth appear to the commissioners, from the entry made with the former Commissioners of the Land Office at Detroit, in volume 1, page 55; under the date of the 6th November, 1805, and from the testimony adduced, that the claimant is entitled to three hundred acres, that is to say, ten acres in front by thirty in depth, and that he have a certificate thereof, which certificate shall be No. 186; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

The Board reconsidered the claim of Col. George Cotterall, in behalf of his children, (No. 187) which was postponed for consideration on the 29th June last. And thereupon it doth appear to the commissioners, from the entry made with the former Commissioners of the Land Office at Detroit, in volume 1, page 55, under the date of the 6th November, 1805, and from the testimony adduced, that the claimants are entitled to four hundred and twenty acres, that is to say, fourteen acres in front by thirty acres in depth, and that they have a certificate thereof, which certificate shall be No. 187; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

The Board reconsidered the claim of Captain Alexander Harrow, (No. 188) which was postponed for consideration on the 29th June last. And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 188; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

The Board reconsidered the claim of Captain Alexander Harrow, (No. 189) which was postponed for consideration on the 29th June last. And thereupon it doth appear to the commissioners that the claimant is not entitled to the above described tract of land; therefore, that his claim thereto be rejected.

No. 206. ANTOINE NICHOLAS PETIT.—The Board took into consideration the claim of Antoine Nicholas Petit to a tract of land, situate on river St. Clair; and the notice by him filed was read in the words and figures following, to wit:

To PETER AUDRAIN, *Register of the Land Office at Detroit.*

SIR:

DETROIT, July 1, 1808.

Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim to a tract of land, situate on river St. Clair, containing about seven arpents, or one thousand two hundred and sixty feet, royal measure of Paris, in front, more or less, and thirty arpents in depth, bounded in front by said river St. Clair, on the north by a lot of land appertaining to the widow Mini, on the south by the farm of James Robertson, and in rear by unconceded lands. I claim and set up title by virtue of a long possession, occupancy, and improvements made by me or those from whom I derive title.

ANTOINE NICHOLAS PETIT, his \times mark.

Witness, PETER AUDRAIN.

This tract contains, by estimation, two hundred and ten arpents, it being seven arpents in front by thirty in depth, is bounded in front by river St. Clair, in rear by unconceded lands, north by lands claimed by the widow Mini, and south by lands claimed by James Robertson.

Whereupon, Joseph Mini was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, Antoine Mini was in possession and occupancy of the premises, and continued so until he sold to Robert McNiff, who sold to Joseph Rowe, from whom the claimant purchased, and that the premises have been in constant cultivation to this day. The claimant, in support of his claim, exhibited the following deed, to wit:

Know all men by these presents, that I, Robert H. McNiff, of the river St. Clair, for and in consideration of the sum of fifty pounds, New York currency, to me in hand paid at and before the signing, sealing, and delivery of these presents, hath granted, bargained, and sold, and by these presents doth grant, bargain, and sell, unto Joseph Rowe, his heirs and assigns, for ever, a certain lot of land, containing about seven arpents, or one thousand two hundred and sixty feet, royal measure of Paris, in front, more or less, bounded in front by the said river St. Clair, on the north by a lot of land appertaining to the widow Mini, on the south by the farm of James Robertson, and in the rear by unconceded lands, extending along the western side of the meadows, with all the appurtenances thereunto belonging; and the said McNiff doth hereby relinquish and make over to the said Joseph Rowe, his heirs and assigns, all the right, title, claim, interest, or demand, of the lot of land, without the least suit, trouble, or molestation, from the said McNiff, or any person claiming, or to claim, by, from, or under him, the said McNiff claiming the piece of ground that is under fence at present, until the latter end of August next, for the purpose of reaping the produce of what grain is sowed within the said enclosure, and the spring grain that the said McNiff is to sow thereon. In testimony whereof, I have unto these presents set my hand and seal, at the river St. Clair, this 10th day of February, A. D. 1807.

ROBERT H. MCNIFF. [L. s.]

Witness present, GEORGE COTTERALL.

Personally appeared before me the above Robert H. McNiff, and acknowledged the same to be his free act and deed.

GEORGE COTTERALL, *Justice of Peace.*

I, Joseph Rowe, do hereby relinquish all my interest and claim of the within mentioned lot of land unto Antoine Nicholas Petit, his heirs or assigns, and the said Nicholas is to hold the same free and unmolested from me or any person claiming from, by, or under me.

In witness whereof, he hath hereunto set his hand, and affixed his seal, this 26th day of October, 1807, at river Huron.

JOSEPH ROWE. [L. s.]

Witness present, LOUIS CAMPEAU.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 206; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 207. LAURENT MAURE.—The Board took into consideration the claim of Laurent Maure to a tract of land, situate on river Huron; and the notice by him filed this day was read in the words and figures following, to wit:

To PETER AUDRAIN, Esq. *Register of the Land Office at Detroit.*

SIR:

DETROIT, June 25, 1808.

Take notice that I claim title to a tract of land in the district of Detroit, situate, lying, and being on the south side of the river Huron, that empties in lake St. Clair, containing, by estimation, four hundred arpents, it being four arpents in front by about fifty in depth, bounded in front by said river, above by lands claimed by Joseph Robert, below by lands claimed by Joseph Campeau, and in rear by lake St. Clair. I claim title by virtue of possession, occupancy, and improvements made by me in 1792, and continued so to this day.

LAURENT MAURE, his \times mark.

Witness, JAMES ARBOTT.

This tract contains, by estimation, two hundred arpents, it being four arpents in front by fifty in depth, bounded in front by river Huron, in rear by lake St. Clair, above by lands claimed by Joseph Robert, and below by lands claimed by Joseph Campeau.

Whereupon, Antoine Nicholas Petit was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st of July, 1796, the claimant was in possession and occupancy of the premises, and has continued so to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 207; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 208. RICHARD PATTINSON.—The Board took into consideration the claim of Richard Pattinson, as grantee of John Askin, Jun. to a tract of land, situate on the south side of river Raisins, which was entered by the said John Askin, Jun. with the former Commissioners of the Land Office at Detroit, in volume 1, page 229, under the date of November 26, 1805.

This tract contains, by estimation, three hundred acres; it being three acres in front by one hundred in depth, bounded west by lands claimed by Antoine Robert, east by lands claimed by Jean Batiste Cicot, in front by river Raisins, and in rear by unconceded lands.

Whereupon, Col. John Anderson was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st of July, 1796, one Batiste Drouillard was in possession and occu-

pancy of the premises, and continued so until he sold to John Askin, Jun. who possessed and tenanted the same until he sold to the claimant, who has possessed or tenanted the premises to this day. The claimant, in support of his claim, exhibited the following deed, to wit:

Know all men by these presents that I, John Askin, Jun. of the town of Amherstburg, Esquire, in the county of Essex, in the western district and province of Upper Canada, for and in consideration of the sum of twenty pounds, province currency, to me in hand paid at and before the sealing and delivery of these presents, by Richard Pattinson, of the town of Sandwich, in the county, district, and province aforesaid, Esquire, the receipt and payment whereof I do hereby acknowledge, and thereof doth acquit and discharge the said Richard Pattinson, his heirs, executors, and administrators, and assigns, by these presents, hath bargained, sold, remised, released, aliened, and quit claimed, and by these presents do grant, bargain, sell, remise, release, alien, and quit claim, unto the said Richard Pattinson, his heirs and assigns, forever, all that certain parcel, or tract of land, situate and lying on the south side of the river Raisins, in the Michigan territory in the United States of America, containing three arpents, more or less, in front, by one hundred arpents, more or less, in rear, bounded as follows, that is to say, in front by said river, westerly by Antoine Robert, easterly by Baptiste Cicot, and in rear by unlocated lands, together with all and singular the appurtenances and privileges thereunto belonging, or in anywise appertaining; and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim, or demand, whatsoever, of me, the said John Askin, Jun. of, in, and to the aforementioned premises, with the appurtenances thereunto belonging, or in anywise appertaining: to have and to hold the said parcel or tract of land, afore described, to the said Richard Pattinson, his heirs and assigns, to the sole and only proper use, benefit, and behoof of the said Richard Pattinson, his heirs and assigns, forever. And I, the said John Askin, Jr. for myself, my heirs, executors, and administrators, do covenant, grant, promise, and agree, to and with the said Richard Pattinson, his heirs and assigns, the aforementioned premises, in the quiet and peaceable possession of the said Richard Pattinson, his heirs, and assigns, against all and every person or persons, lawfully, or equitably claiming, or to claim, the whole or any part thereof, by, from, or under me, the said John Askin, Jun. my heirs or assigns, or any or either of them, shall and will warrant, and forever defend by these presents.

In witness whereof, I have hereunto to these presents set my hand, and affixed my seal, at Amherstburg, this 25th day of May, A. D. 1807.

JOHN ASKIN, Jun. [L. s.]

Signed and sealed in the presence of

E. BRUSH,
J. WHIPPLE.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 208; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 209. RICHARD PATTINSON, grantee of John Askin, Jr.—The Board took into consideration another claim of Richard Pattinson, as grantee of John Askin, Jr. to a tract of land, situate on the north side of river Raisins, which was entered, by the said John Askin, Jr. with the former Commissioners of the Land Office at Detroit, in vol. 1, page 229, under date of 26th November, 1805.

This tract contains, by estimation, one hundred and sixty acres, it being four acres in front by forty in depth, bounded in front by river Raisins, in rear by unlocated lands, on one side by lands claimed by François Montour, and on the other side by lands claimed by Amable Bellain.

Whereupon, Colonel John Anderson was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, one Joseph Carrier was in possession and occupancy of the premises, and continued so until 1802, when he sold it to John Askin, Jr. who possessed and tenanted the same until he sold to the claimant, who has tenanted the premises to this day.

The claimant, in support of his claim, exhibited the following deed, to wit:

Know all men by these presents, that I, John Askin, Jr. of the town of Amherstburg, in the county of Essex, in the western district and province of Upper Canada, Esquire, for and in consideration of the sum of twenty pounds, province currency, to me in hand paid at and before the sealing and delivery of these presents, by Richard Pattinson, of the town of Sandwich, in the county, district, and province aforesaid, Esquire, the receipt and payment whereof I do hereby acknowledge, and thereof doth acquit and discharge the said Richard Pattinson, his heirs, executors, administrators, and assigns, by these presents hath granted, bargained, sold, remised, released, aliened, and confirmed, and by these presents do grant, bargain, sell, remise, release, alien, and confirm, unto the said Richard Pattinson, in his actual possession now being, and to his heirs and assigns forever, all that certain parcel or tract of land, situate, lying, and being on the north side of the river Raisins, in the Michigan territory, in the United States of America, with all houses and outhouses thereon erected, containing four acres in front by forty in depth, more or less, bounded as follows, that is to say: in front by said river Raisins, on the southeast side by Amable Bellain, on the northwest side by François Menard, and in rear by unlocated lands; together with all and singular the appurtenances and privileges thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and all the estate, right, title, interest, claim, or demand, whatsoever, of me, the said John Askin, Jr. either in law or equity, of, in, and to the aforementioned bargained premises, with the appurtenances: to have and to hold the said premises afore particularly mentioned and described, to the said Richard Pattinson, his heirs and assigns, forever, to the sole and only proper use, benefit, and behoof of the said Richard Pattinson, his heirs and assigns, forever. And I, the said John Askin, Jr. for myself, my heirs, executors, and administrators, do covenant, promise, grant, and agree, to and with the said Richard Pattinson, his heirs and assigns, the aforementioned premises, in the quiet and peaceable possession of the said Richard Pattinson, his heirs and assigns, against all and every person or persons lawfully or equitably claiming or to claim the whole or any part thereof, by, from, or under me, the said John Askin, Jr. my heirs or assigns, or any or either of them, shall and will warrant and forever defend by these presents.

In witness whereof, I have hereunto to these presents set my hand, and affixed my seal, at Amherstburg, this 25th day of May, A. D. 1807.

JOHN ASKIN, Jr. [L. s.]

Signed and sealed in the presence of

E. BRUSH,
J. WHIPPLE.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 209; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 210. JAMES MCGILL.—The Board took into consideration the claim (No. 7) of James McGill to a tract of land, situate on the north side of river Raisins, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 135, under the date of November 19, 1805.

This tract contains, by estimation, eighty arpents, it being two arpents in front by forty in depth, bounded in front by river Raisins, in rear by unlocated lands, on the east by lands claimed by William Robb and brothers, and west by lands claimed by Pierre Traversis.

Whereupon, Colonel John Anderson was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, Israel Ruland was living on the premises as a tenant of John Askin, from whom the claimant has purchased, and that, from that time to this day, the premises have been constantly occupied by tenants under John Askin or the claimant.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 210; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to Tuesday next, at nine o'clock in the forenoon.

TUESDAY, July 5, 1805.

The Board met at nine o'clock in the forenoon, pursuant to adjournment.

No. 211. JONATHAN SCHIEFFELIN.—The Board took into consideration the claim of Jonathan Schieffelin to another tract of land, situate on river Ecorces, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 163, under the date of 21st November, 1805, containing, by estimation, — acres, is bounded southwesterly by other lands of the claimant, northerly by river Aux Ecorces, in front by river Detroit, in rear by the south fork of the river Ecorces.

Whereupon, Thomas Smith, Esq. was brought forward in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, he, the deponent, was in possession of the premises, by tenancing the same to one Pierre Michel, and continued so until he sold to the claimant, who has tenanted the same to the same Pierre Michel to this day.

Postponed for consideration.

No. 212. JONATHAN SCHIEFFELIN.—The Board took into consideration another claim of Jonathan Schieffelin to a tract of land situate on the northerly side of river Ecorces, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 163, under the date of 21st November, 1805.

This tract contains, by estimation, about eighty acres, bounded southerly by river Ecorces, northerly by lands claimed by Antoine Baron, in front by river Detroit, and in rear by the north fork of river Ecorces.

Whereupon, Thomas Smith, Esq. was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, one Ignace Tuot, dit Duval, cultivated the premises as a tenant of this deponent; afterwards, René Lebeau tenanted the premises, until he sold to the claimant, who has tenanted the same until this day, by renting the same to Antoine Baron. Postponed for consideration.

No. 213. NICHOLAS CHAPOTON.—The Board took into consideration the claim of Nicholas Chapoton to a tract of land, situate at L'ance creuse, on lake St. Clair; and the notice by him filed with the Commissioners of the Land Office at Detroit was read in the words following, to wit:

TO PETER AUDRAIN, Register of the Land Office at Detroit.

SIR:

DETROIT, June 13, 1805.

Please take notice that I, Nicholas Chapoton, now enter with the Commissioners of the Land Office at Detroit the following tract of land, situate, lying, and being at L'ance creuse, upon lake St. Clair, in the district of Detroit, containing, by estimation, one hundred and sixty acres, it being in front four acres, and in depth forty acres, and bounded in front upon lake St. Clair, on one side by lands claimed by Phillis Peltier, and on the other side by lands in possession of J. B. Nantay, in rear by uncultivated lands. I make claim and set up title by virtue of purchase, possession, occupancy, and improvements, by myself, and others for me.

For NICHOLAS CHAPOTON,

SOL. SIBLEY, Attorney.

This tract contains, by estimation,* one hundred and sixty acres, it being four arpents in front by forty in depth, is bounded in front by lake St. Clair, in rear by unconceded lands, on one side by lands claimed by Phillis Peltier, and on the other side by lands claimed by Jean Baptiste Nantay.

Whereupon, the six following witnesses, who had been regularly subpoenaed by the claimant, appeared in behalf of the claimant, who, being duly sworn, deposed and said, to wit:

Jean Baptiste Nantay deposed and said, that, previous to the 1st of July, 1796, the claimant cut a stack of hay on the premises, and erected a fence round it, but cultivated no part of the land, and made no improvements; that Phillis Peltier had built two houses, one of which has been burnt.

Jean Marsac, dit Punacha, deposed and said, that the claimant once cut a stack of hay, but had made no improvements; that Phillis Peltier had built a house on the said tract, about two and a half arpents this side of the bridge, and that the said Peltier has under cultivation between seven or eight arpents in breadth; that the improvements of the said Peltier on the lower end of the farm have been made, as the deponent believes, since the Americans took possession of this country; the deponent further saith that the Indian Chiefs gave him in charge not to suffer any persons to settle or intrude on those lands, as they had given them to their friends, Peltier and Chapoton.

Michel Comparet deposed and said, that Phillis Peltier built a house two and half arpents this side of the bridge; that Chapoton has mowed hay on the premises; that the Indians had told him that that part of the tract joining the land claimed by Jean Baptiste Nantay was for Chapoton; that Peltier mowed hay in July, and Chapoton mowed by the latter end of August, but had made no improvements.

Pierre Lanoue, dit Leblanc, deposed and said, that about six years ago, Peltier called on him, (the deponent,) and requested him to help him to measure four arpents and two perches of land for Robert Thomas, now claimed by Jean Baptiste Nantay; and that next to this land upwards, Peltier measured four arpents and two perches more for himself. At that time no improvements were made on those four arpents and two perches.

Jean Baptiste Chapoton deposed and said, that in August, 1795, the claimant mowed hay on the premises, and that in February following he, the deponent, helped the claimant to take away said hay; and that five or six days after he went again with the claimant to take away the remainder of the hay, and that at that time he helped the claimant to cut small round logs to build a house on the premises. That Peltier then made use of one side of the tract, and Chapoton of the other; that no improvements were then made, nor any made, to this day; that this tract is under cultivation by Peltier for these five or six years past.

Louis Chapoton deposed and said, that he has heard Phillis Peltier say that the Indians had given that tract of land in question to him and Nicholas Chapoton.

Benoist Chapoton deposed and said, that, above four years ago, Phillis Peltier told him that he would go and show him the land of the claimant; that when they were arrived he showed him the tract of land now claimed by Jean Baptiste Nantay, and has very lately told him that he would prove it upon oath. The deponent further saith, that Phillis Peltier told him that there were about twelve arpents in the whole, and that, as the Indian deed for himself and for Chapoton mentioned only eight arpents, he had given his brother the four arpents first improved.

The claimant, in support of his claim, exhibited the following Indian deed, to wit:

Les principaux des sœurs, Vouistanance et Nanguy, et les jeunes gens soussignés, de notre marque ordinaire, reconnissons et certifions avoir de notre bon gré et propre volonté et consenti avoir donner au Sieur Colet Chapoton une terre de quatre arpents de front sur quarante de profondeur, tenant d'un côté à J. B. Nantay, et de l'autre côté à Filis Peltier, et ce pour en jouir et disposer lui et ses hoirs, ayant cause, comme bon lui semblera.

Fait au Detroit, le 8 May, 1795.

VOUISTANANCE. ×
NANGUY. ×

And thereupon it doth appear to the commissioners that the claimant is not entitled to the above described tract of land; therefore, that his claim thereto be rejected.

No. 214. GODFROY AND BEAUGRAND.—The Board took into consideration the claim (No. 14) of Godfroy and Beaugrand to a tract of land, situate on the north side of river Raisins, which was entered with the Commissioners of the Land Office at Detroit, in vol. 1, page 295, under the date of 29th November, 1805.

* See the contradictions in this report.

This tract contains, by estimation, one hundred and twenty arpents, it being three arpents in front by forty in depth, bounded in front by river Raisins, in rear by unconceded lands, above by Joseph Lenfant, Senior, and below by lands claimed by J. Baptiste Jerome.

Whereupon, Medard Labadi was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, Joseph Lenfant, Junior, was in possession and occupancy of the premises, and continued so until he sold to Godfroy and Beaugrand, who have possessed and occupied the same to this day.

And thereupon it doth appear to the commissioners that the claimants are entitled to the above described tract of land, and that they have a certificate thereof, which certificate shall be No. 214; and that they cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

The Board reconsidered the claim of Captain Alexander Harrow, (No. 190,) which was postponed for consideration the 28th June last.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 190; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

The Board reconsidered the claim of John Harrow, (No. 201,) which was postponed for consideration, on the 28th June last.

And thereupon it doth appear to the commissioners that the claimant is not entitled to the above described tract of land; therefore, that his claim thereto be rejected.

And then the Board adjourned till to-morrow, at nine in the forenoon.

WEDNESDAY, July 6, 1808.

The Board met at nine o'clock in the forenoon, pursuant to adjournment.

No. 215. JACQUES CICOT and FRANÇOIS CICOT.—The Board took into consideration the claim of Jacques Cicot and François Cicot to a tract of land, situate on river Rouge; and the notice by them filed this day was read in the words and figures following, to wit:

To PETER AUDRAIN, Register of the Land Office at Detroit.

SIR:

Take notice that I now enter with the Commissioners of the Land Office at Detroit the claim of my two sons, Jacques and François Cicot, to a tract of land, situate on the north side of the river Rouge, containing about twenty arpents in front by fifteen in depth, bounded in front by river Rouge, in rear by John Askin's lands, on one side by the Northwest Company's land, and on the other side by a ravine near Weaver's barn. I claim and set up title by virtue of possession, occupancy, and improvements made by me for them.

FOR JACQUES and FRANÇOIS CICOT,

JEAN BAPTISTE CICOT.

This tract contains, by estimation, about three hundred arpents, it being about twenty arpents in front by fifteen in depth, bounded in front by river Rouge, in rear by lands claimed by John Askin, above by lands claimed by the Northwest Company, and below by a ravine near Joseph Weaver's barn.

Whereupon, James Peltier, Senior, and Jean Baptiste Sanscrainte, were brought forward as witnesses in behalf of the claimants, who were duly sworn.

James Peltier deposed and said, that, sixteen or seventeen years ago, the father of the claimants was in possession and occupancy of the said tract of land; that a house and a shed were built thereon; some enclosures were made, and some land was cultivated; that since that time the father of the claimants has always kept possession, and continued to cultivate, and to increase the cultivation to this day.

Jean Baptiste Sanscrainte deposed and said, that there may be seven or eight arpents in cultivation, and he corroborates the testimony of Peltier in full. Postponed for consideration.

The Board took into consideration the claim of James Baby, Esquire, to three tracts of land, two of which are situate on the fork of river Rouge, commonly called and known by the name of Arbres Matachés, and the other situate on river Rouge. And the notice by him filed this day was read in the words and figures following, to wit:

TERRITORY OF MICHIGAN, District of Huron and Detroit:

To the Register of the United States' Land Office, in the District and Territory aforesaid.

SIR:

DETROIT, July 6, 1808.

You are hereby notified that, pursuant to an act of the Congress of the United States, passed on the 25th day of April, 1808, I make entry and claim in your office of the following tracts of land in the district aforesaid, to wit:

1st. One tract of land situate on the eastern fork of river Rouge, called les Arbres Matachés, of ten acres in front and rear by sixty in depth, bounded in front by the said fork of the said river Rouge, on the west by lands claimed by Pierre Dumay, on the east by lands claimed by Ambroise Riopel, and in rear by unconceded lands.

2d. One other tract of land on the same fork of the river Rouge, of six acres in front and rear by sixty in depth, bounded on the east side by the heirs of Jacob Dicks, deceased, on the west by Ambroise Riopel, in rear by unconceded lands.

3d. Also one other tract of land on the east side of the river Rouge, and lying in a bend of the said river, between a lot owned by the Northwest Company, and the lands of James McGill, bounded on the upper side by said lot, and on the lower side, by the lands of James McGill, being, by estimation, about three hundred acres.

All which said tracts of land I claim by virtue of a long and uninterrupted occupancy, possession, and improvements in myself, or those who of right held under me.

JAMES BABY.

No. 216. JAMES BABY, Esq.—The Board took into consideration the first tract, containing, by estimation, six hundred acres, it being ten acres in front by sixty in depth, bounded on one side, below, by lands claimed by Pierre Dumay, and, on the other side, above, by lands claimed by Ambroise Riopel, in front by the fork of Arbres Matachés, and in rear by unconceded lands.

Whereupon, Peter Traxler was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, about eighteen years ago, he, the deponent, rented this tract of land from the claimant, and paid him forty bushels of wheat a year; that he remained on that farm two years, and afterwards Godfrey Corbus rented it; that, after this time, he, the deponent, went and lived on the tract now claimed by Steinbeck and Cherboan, which is the second tract in the claimant's notice.

Postponed for further consideration.

No. 217. JAMES BABY, Esq.—The Board took into consideration the second tract, containing, by estimation, three hundred and sixty acres, it being six acres in front by sixty in depth, bounded in front by the said fork of river Rouge, in rear by unconceded lands, on one side, below, by lands claimed by Ambroise Riopel, and on the other side, above, by lands claimed by the widow and heirs of the late Jacob Dicks, deceased. Whereupon, the same witness, Pierre Traxler, being sworn, deposed and said, that, about fifteen years ago, he, the deponent, rented the said tract from John Messmore, lived on it, and cultivated it for two years; that, in the fall of the first year, John Messmore told him, the deponent, that he must pay half of the first year's rent to Mr. Baby, and the other half to him, the said Messmore, and the deponent did so; and that the whole of the second year's rent was to be paid to Mr. Baby, as he, Messmore, had given up the farm to Mr. Baby, from whom he had purchased it. The depo-

ment further says, that, after he left this tract, Godfrey Corbus came in possession of it by renting it from Mr. Baby, and that, to the best of his belief, Godfrey Corbus continued on said tract for two years.

Postponed for further evidence.

No. 218. JAMES BABY, Esq.—The Board took into consideration the third claim, containing about three hundred acres, situate on the east side of river Rouge, and lying in a bend of the said river, between a tract of land claimed by the Northwest Company, and lands claimed by James McGill, bounded on the upper side by the lands claimed by the said Northwest Company, and on the lower side by lands claimed by James McGill, in front by the river Rouge, and in rear by lands claimed by —.

And then the Board adjourned to to-morrow, at nine in the forenoon.

THURSDAY, July 7, 1808.

The Board met at nine o'clock in the forenoon, pursuant to adjournment; and, there being no business, adjourned to to-morrow, at nine o'clock in the forenoon.

FRIDAY, July 8, 1808.

The Board met at nine o'clock in the forenoon, pursuant to adjournment.

The Board took into consideration two claims of Pierre Griffard to two tracts of land in the district of Detroit; and the notice by him filed was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, July 2, 1808.

Please take notice that I claim title to a tract of land in the district of Detroit, situate, lying, and being on the river Detroit, containing, by estimation, one hundred and twenty arpents, it being three arpents in front by forty in depth, bounded in front by river Detroit, in rear by unlocated lands, on the east-northeast by lands claimed by Louis Griffard, and on the west-southwest by lands claimed by Pierre Laderoute. I claim title to this land by virtue of possession, occupancy, and improvements made by me in 1792, and continued to this day. Another tract of land, situate, lying, and being on the north side of lake St. Clair, containing, by estimation, one hundred and sixty arpents, it being four arpents in front by forty in depth, bounded in front by said lake, in rear by unlocated lands, on the northeast by lands claimed by Joseph Griffard, and on the southwest by lands claimed by Batiste N. Petit. I claim title also to this tract of land by virtue of possession, occupancy, and improvements made by me in 1792, and continued to this day.

PIERRE GRIFFARD.

No. 219. PIERRE GRIFFARD.—The Board took into consideration the first claim to a tract, containing, by estimation, one hundred and twenty arpents, it being three arpents in front by forty in depth, bounded in front by river Detroit, in rear by unlocated lands, east-northeast by lands claimed by Louis Griffard, and west-southwest by lands claimed by Pierre Laderoute: whereupon, Jean Batiste Nantay was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the claimant was in possession and occupancy of the premises, and has continued so to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 219; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 220. PIERRE GRIFFARD.—The Board took into consideration the second tract, containing, by estimation, one hundred and sixty arpents, it being four arpents in front by forty in depth, bounded in front by lake St. Clair, in rear by unlocated lands, on the northeast by lands claimed by Joseph Griffard, and on the southwest by lands claimed by Batiste N. Petit.

Whereupon, Jean Batiste Nantay was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the claimant was in possession and cultivated the premises, and has continued so to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 220; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 221. ISIDORE MORAIN.—The Board took into consideration the claim of Isidore Morain to a tract of land, situate on lake St. Clair; and the notice by him filed was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, July 8, 1808.

Please to take notice that I claim title to a tract of land in the district of Detroit, situate, lying, and being on the north side of lake St. Clair, containing, by estimation, one hundred and twenty arpents, it being three arpents in front by forty in depth, bounded in front by said lake, and in rear by unlocated lands, on the northeast side by lands claimed by Michel Duchesne, and on the southwest by lands claimed by Batiste Ambroise Tremblé. I claim title by virtue of possession, occupancy, and improvements made by me previous to the year 1796, and continued to this day.

ISIDORE MORAIN.

This tract contains, by estimation, one hundred and twenty arpents, it being three arpents in front by forty in depth, bounded in front by lake St. Clair, in rear by unlocated lands, northeast by lands claimed by Michel Duchesne, and southwest by lands claimed by Batiste Ambroise Tremblé.

Whereupon, Pierre Griffard was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, about thirteen years ago, that is to say, in 1795, the claimant took possession of the premises, built a house, and cleared some land; that, in 1796, the claimant being absent, one Pierre Champagne took possession of the house and premises, and, contrary to the claimant's prohibition, remained on the land about one year; that, after Champagne had left the premises, one Goulet lived on it; that, at his death, his widow sold the same to one Batiste Aloire, dit Lapiere, who is now said to be in possession. Postponed for further consideration.

And then the Board adjourned to to-morrow, at nine in the forenoon.

SATURDAY, July 9, 1808.

The Board met at nine o'clock in the forenoon, pursuant to adjournment.

No. 222. ANTOINE RENEAU.—The Board took into consideration the claim of Antoine Reneau to a tract of land, situate at the Pointe Guinole; and the notice by him filed was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, July 2, 1808.

Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim to a tract of land, situate at the Pointe Guinole, on lake St. Clair, containing three arpents in front by forty in depth, bounded in front by lake St. Clair, in rear by unlocated lands, above by Joseph Campeau, and below by Pierre Tremblé. I claim by virtue of a long possession, occupancy, and improvements made by me or those from whom I derive title.

ANTOINE RENEAU, his x mark.

Witness, PETER AUDRAIN.

This tract contains, by estimation, one hundred and twenty arpents, it being three arpents in front by forty in depth, bounded in front by lake St. Clair, in rear by unconceded lands, above by lands claimed by Joseph Campeau, and below by lands claimed by Pierre Tremblé.

The claimant, in support of his claim, exhibited the two following deeds, to wit:

Know all men by these presents, that I, William Forsyth, for and in consideration of the sum of one hundred dollars, lawful money of the United States, to me in hand well and truly paid by Antoine Reneau, the receipt whereof I do hereby acknowledge, and myself therewith am truly satisfied, contented, and paid, have given, granted, bargained, and sold, and by these presents do freely, fully, and absolutely give, grant, bargain, and sell, alien, release, convey, and confirm, unto the said Antoine Reneau, his heirs and assigns, forever, a certain piece or parcel of land, situate, lying, and being on lake St. Clair, in the territory of Michigan, of two arpents in front by forty in depth, bounded in front by the said lake St. Clair, on the northeast side by Etienne Duchene, on the southwest by Pierre Laderoute, and in rear by unlocated land; together with all and singular the appurtenances and privileges to the same belonging, or in anywise appertaining: to have and to hold the said granted and bargained premises, with the appurtenances, unto him, the said Antoine Reneau, his heirs and assigns, forever, to his and their own proper use, benefit, and behalf, forever. And I, the said William Forsyth, do hereby engage to warrant and secure the said demised and bargained premises unto him, the said Antoine Reneau, his heirs and assigns, forever, against myself, my heirs and assigns, and against all and every persons claiming from, by, or under me, or them, or any of them.

In witness whereof, I have hereunto set my hand, and affixed my seal, at Detroit, in the territory aforesaid, this third day of May, A. D. 1806.

WM. FORSYTH. [L. s.]

Signed, sealed, and delivered, in presence of

HUGH R. MARTIN,
E. BRUSH.

MICHIGAN TERRITORY, *District of Detroit*, ss:

Personally came and appeared before me, a justice of the peace in district aforesaid, William Forsyth, who declared the above to be his act and deed, and for the purpose therein contained. Given under my hand and seal, at Detroit, this 3d day of May, A. D. 1806.

JAMES ABBOTT, *J. P. D. D.* [L. s.]

Be it known to all to whom these presents shall come, or may in anywise concern, that I, Jacques Allard, of the district of Detroit, within the territory of Michigan, for and in consideration of one hundred and twelve dollars and fifty cents, good and lawful money of the United States, in hand paid by Antoine Reneau, the receipt whereof I do hereby acknowledge, and him, the said Antoine, forever release, acquit, exonerate, and discharge, do by these presents give, grant, bargain, alien, sell, and convey to Antoine Reneau, of the aforesaid district and territory, his heirs and assigns, one certain parcel of ground, lying, being, and situated near la Pointe au Guinolet, fronting on lake St. Clair, having and containing one arpent (or acre) in front, and forty arpents (or acres) in depth, and bounded on the northeast by a parcel of ground now the property of Joseph Campeau, of the côté nord-est, and on the southwest by a farm or parcel of ground, the property of Antoine Reneau: to have and to hold the said parcel of ground, together with all the privileges and appurtenances thereto belonging, and all and singular other the premises hereby granted, or intended so to be, to the aforesaid Antoine Reneau, his heirs and assigns, forever. And I do covenant both for myself, my heirs, executors, administrators, and assigns, with the said Antoine Reneau, his heirs and assigns, that I will warrant and defend the same to the said Antoine Reneau, his heirs and assigns, forever, against the lawful claims and demands of all persons, with the exception of the Government of the United States.

In witness whereof, I have hereunto set my hand, and affixed my seal, after having the contents of this instrument of writing fully explained in the French language by Joseph Watson, conveyancer, this 9th day of July, 1808.

JACQUES ALLARD, Fils, his X mark. [L. s.]

Signed, sealed, and delivered, in the presence of

JOHN BURBANK,
JOHN MEEN.

TERRITORY OF MICHIGAN, *District of Detroit*, ss:

CITY OF DETROIT, *July 9, 1808.*

Attest, that Jacques Allard, signer of the within instrument of writing did, pursuant to the law of this territory, come and appear before me the undersigned, a notary public, duly commissioned and sworn, in and for the district aforesaid, and acknowledge the same to be his act and deed for the purposes therein mentioned, and, as such, consented that it might be recorded.

Given under my hand and seal of office, the day and year above written.

JOS. WATSON, *N. P. D. D.* [L. s.]

Whereupon, Michel Monet was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, one François Blé was in possession and occupancy of the premises, and continued so until he sold to William Forsyth, from whom the claimant has purchased, and who has occupied and possessed the same to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 222; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 223. LOUIS RENEAU.—The Board took into consideration the claim of Louis Reneau to a tract of land, situate on lake St. Clair, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 2, page 68, under the date of 21st January, 1806.

This tract contains, by estimation, one hundred and twenty arpents, it being three arpents in front by forty in depth, bounded in front by lake St. Clair, in rear by unlocated lands, east by lands claimed by Louis Griffard, and west by lands claimed by François Bonome.

Whereupon, Jacques Allard, Jun. was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the claimant was in possession and occupancy of the premises, and has continued so without any interruption to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 223; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 224. JACQUES ALLARD, JUN.—The Board took into consideration the claim of Jacques Allard, Jun. to a tract of land, situate on lake St. Clair; and the notice by him filed was read in the words and figures following, to wit:

To PETER AUDRAIN, *Register of the Land Office at Detroit.*

Sir:

DETROIT, *July 2, 1808.*

Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim to a tract of land, situate at la Pointe au Guinolet, containing three arpents in front by forty in depth, bounded in front by lake

St. Clair, in rear by unconceded lands, northeast by Colas Rivard, southwest by Jacques Allard, Sen. I claim and set up title by virtue of a long possession, occupancy, and improvements made by me or those from whom I derive title.

Witness, PETER AUDRAIN.

JACQUES ALLARD, Jun. his x mark.

This tract contains, by estimation, one hundred and twenty arpents of land, it being three arpents in front by forty in depth, bounded in front by lake St. Clair, in rear by unlocated lands, northeast by lands claimed by Colas Rivard, and southwest by lands claimed by Jacques Allard, Sen. The claimant, in support of his claim, exhibited the following deed, to wit:

TERRITOIRE DE MICHIGAN, District du Detroit:

Par devant les temoins soussignés fut présent Baptiste Selleron, habitant, demeurant dans le dit district du Detroit, lequel a reconnu avoir vendu, cédé, transporté, et délaissé, dès maintenant et à toujours, promet garantir de tous troubles, dons, douaires, dettes, hypothèques, évictions, aliénations, et de tout empêchement généralement quelconque, excepté de la part du Gouvernement des Etats Unis, à Jacques Allard, fils, à ce présent acceptant acquéreur, pour lui, ses hoirs, et ayant cause à l'avenir, une terre sise et située dans le susdit district du Detroit, et territoire de Michigan, contenant cent vingt arpents, c'est à dire: trois arpents de front sur quarante de profondeur, bornée par devant par lac St. Clair, à côté du nord par Collet Rivard, à côté du sud par Jacques Allard, père, et par derrière par des terres non concédées, ensemble avec tous autres bâtimens susconstruits, circonstances, et dépendances, que le dit Jacques Allard, fils, dit bien savoir et connoltre, et dont il est content et satisfait.

Cette vente, cession, transport, et délaissement, ainsi fait pour et moyennant la somme de deux cent vingt-cinq minots de bled froment; vingt-cinq minots de laquelle est payable le mois de Décembre prochain, et cinquante minots payable chaque année, jusque les deux cent vingt-cinq minots soient payés.

Au moyen de ce que dessus, le dit Baptiste Selleron a transporté, et par ces présentes transporte à le dit Jacques Allard, fils, ses hoirs, et ayant cause à l'avenir, tous et tels droits de propriété, noms, raisons, actions, et tous autres droits, qu'il a et pouvait avoir sur le dit lot ou terre, et autres bâtimens susconstruits, s'en démettant et dévêtissant à son profit, voulant et entendant qu'il en soit mis en bonne possession et seigneurie, par qui et ainsi qu'il appartiendra en vertu des présentes.

Fait et passé au dit Detroit, le septième jour du mois de Décembre, en l'an de notre Seigneur mil huit cent sept.

BAPT. SELLERON, sa x marque. [L. s.]
JACQUES ALLARD, sa x marque.

En présence de JAMES ABBOTT.

Whereupon, Louis St. Bernard was brought as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, one Jean Baptiste Dumay was in possession and occupancy of the premises, and continued so until he sold to Baptiste Celeron, from whom the claimant has purchased, and that the premises have been constantly cultivated since 1796 to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 224; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 225. MICHEL DUCHENE.—The claim of Michel Duchêne to a tract of land, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 309, under the date of 30th November, 1805, was taken into consideration.

This tract contains, by estimation, one hundred and twenty arpents, or acres, it being three acres and one rod in front by forty in depth, is bounded in front by lake St. Clair, in rear by unlocated lands, below by lands claimed by Baptiste Lapierre, and above by lands claimed by Baptiste Petit.

Whereupon, Pierre Grifard was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st of July, 1796, one Louis Thibault was in possession and occupancy of the premises, and continued so until he gave up the land to Francois St. Bernard, from whom he had purchased it; that Francois St. Bernard sold the same to Jean Baptiste Compert, Jun. from whom the claimant has purchased; and that the premises have been constantly cultivated since the 1st July, 1796, to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 225; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to Monday next, at nine in the forenoon.

MONDAY, July 11, 1808.

The Board met at nine o'clock in the forenoon, pursuant to adjournment.

The Board reconsidered the second claim of François St. Obin, (No. 151,) which was postponed for further evidence on the 18th June last.

Jean Baptiste Bodin, being duly sworn, deposed and said, that, previous to the 1st of July, 1796, Michel Compert was in possession and occupancy of the premises, and continued so until he sold to Jean Baptiste Bodin, who sold to Ignace Moras, from whom the claimant has purchased; and that the premises have been constantly occupied and cultivated for at least twenty years past.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 151; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 226. ALEXIS DESCONTES LABADI.—The Board took into consideration the claim of Alexis Descontes Labadi to a tract of land, situate on river Detroit; and the notice by him filed was read in the words and figures following, to wit:

To PETER AUDRAIN, Register of the Land Office at Detroit.

SIR:

Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim to a tract of land, situate on river Rouge, containing three arpents in front, extending in depth to the St. Cosme family's lands, bounded in front by said river Rouge, in rear by St. Cosme family's land, on one side by lands claimed by Gabriel Chene, and on the other side by the river Aux Vases. I claim by virtue of long possession, occupancy, and improvements made by me or those from whom I derive title.

ALEXIS DESCONTES LABADI, his x mark.

Witness, PETER AUDRAIN.

This tract contains, by estimation, ——— arpents, it being three arpents in front, extending in depth to the line of St. Cosme's land, bounded in front by river Rouge, and in rear by the lands of St. Cosme, on one side by lands claimed by Gabriel Chene, and on the other side by river Aux Vases: whereupon, Pierre Chene was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the claimant was in possession and occupancy of the premises, and has continued so to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the aforesaid described tract of land, and that he have a certificate thereof, which certificate shall be No. 226; and that he cause the same to be

surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to to-morrow, at nine in the forenoon.

The Board met at nine o'clock in the forenoon, pursuant to adjournment.

TUESDAY, July 12, 1808.

No. 227. CHARLES CABACIER.—The Board took into consideration the claim of Charles Cabacier to a tract of land, situate on the river Detroit; and the notice by him filed was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, July 12, 1808.

Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim to a farm, on which I live, and which was granted by the French Government to my ancestors, in the year 1750, containing two and a half arpents in front by eighty in depth, bounded in front by river Detroit, in rear by unconceded lands, east-northeast by a farm, now the property of Jacques Peltier, and west-southwest by a farm claimed by Louis Vesièrè, dit Laferté. I claim by virtue of possession of more than fifty years, occupancy, and improvements made by me, or those from whom I derive title.

CHARLES CABACIER, his + mark.

Witness, PETER AUDRAIN:

This tract contains, by estimation, two hundred arpents, it being two and a half arpents in front by eighty in depth, bounded in front by river Detroit, in rear by unconceded lands, east-northeast by a farm claimed by James Peltier, and west-southwest by lands claimed by Louis Vesièrè, dit Laferté: whereupon, Israel Ruland was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that thirty-six years ago the father of the claimant was in possession and occupancy, and continued so until his death; since which time, the claimant has constantly occupied the same to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 227; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 228. LOUIS VESIERE, dit LAFERTE.—The Board took into consideration the claim of Louis Vesièrè, dit Laferté, to a tract of land, situate on river Detroit; and the notice by him filed was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, June 12, 1808.

Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim to a farm, situate on river Detroit, on which I live, and which was granted by the French Government to my ancestors in the year 1750, containing two and a half arpents in front by eighty in depth, bounded in front by the river Detroit, in rear by unconceded lands, east-northeast by lands claimed by Charles Cabacier, and west-southwest by lands claimed by the family of Cicot. I claim by virtue of possession of more than fifty years, occupancy, and improvements made by me or those from whom I derive title.

LOUIS VESIERE, LAFERTE.

This tract contains, by estimation, two hundred arpents, it being two and a half arpents in front by eighty in depth, bounded in front by river Detroit, in rear by unconceded lands, east-northeast by lands claimed by Charles Cabacier, and west-southwest by lands claimed by the family of Cicot.

Whereupon, Israel Ruland was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that more than thirty years ago the claimant was in possession and occupancy of the premises, and has continued so to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 228; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 229. JOSEPH ROBERTJEAN.—The Board took into consideration the claim of Joseph Robertjean to a tract of land, situate on river Huron; and the notice by him filed was read in the words and figures following, to wit:

To PETER AUDRAIN, Register of the Land Office at Detroit.

SIR:

DETROIT, July 12, 1808.

Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim to a tract of land, situate on river Huron, containing about nine arpents in front by forty in depth, bounded in front by river Huron, in rear by unconceded lands, on one side by James Abbott, Esq. lands, and on the other side by Joseph Rowe. I claim and set up title by virtue of possession, occupancy, and improvements made by me or those from whom I derive title.

JOSEPH ROBERTJEAN, his + mark.

Witness, PETER AUDRAIN.

This tract contains, by estimation, about three hundred and sixty arpents, it being about nine arpents in front by forty in depth, bounded in front by river Huron, in rear by unconceded lands, on one side by Joseph Rowe, and on the other side by James Abbott, Esquire.

Whereupon, Israel Ruland, Jean Batiste Comparet, Jun. and Christian Clemens, were brought forward as witnesses in behalf of the claimant, who, being duly sworn, deposed and said, to wit:

Israel Ruland deposed and said, that, in 1795, John Loveless was in possession and cultivated the premises; that, about three years after, he sold the same to the claimant, to whom the deponent delivered possession as agent of the said John Loveless.

Christian Clemens deposed and said, that, for these five or six years past, he has knowledge that the claimant has cultivated, or caused to be cultivated, part of the said premises. Jean Batiste Comparet, Jun. said, that, he knows nothing about the premises. Postponed for further evidence.

No. 230. FORSYTH, RICHARDSON, and Co.—The Board took into consideration the claim of Forsyth, Richardson, and Co. to a tract of land, situate on river Raisins, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 177, under the date of 22d November, 1805.

This tract contains, by estimation, six hundred acres of land, it being six acres in front by one hundred in depth, bounded in front by river Raisins, in rear by unconceded lands, east by lands claimed by Francois Navarre, Esq. and west by lands formerly owned by Louis Gaillard, deceased.

Whereupon, Israel Ruland was brought forward as a witness in behalf of the claimants, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, George McDougall, Esq. was in possession and occupancy of the premises, and continued so until the 28th of August, of the same year, when he sold to the claimants, who have since that time to this day possessed the premises by their tenants.

And thereupon it doth appear to the commissioners that the claimants are entitled to the above described premises, and that they have a certificate thereof, which certificate shall be No. 230; and that they cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 231. ALEXANDER GRANT, Esq.—The Board took into consideration the claim of Alexander Grant, Esq., to a tract of land, situate on lake St. Clair; and the notice by him filed was read in the words and figures following, to wit:

TERRITORY OF MICHIGAN, *District of Detroit*:

To the Commissioners of the United States' Land Office for the District and Territory aforesaid:

I hereby make entry in the said Land Office of a certain tract of land situate, lying, and being on lake St. Clair, in the district and territory, aforesaid, being nine acres in front by seventy-one in depth, bounded on the north side by the farm of William Forsyth, and on the south by that of Gregor McGregor being about six hundred and thirty-nine acres, which I own and claim by virtue of a purchase of John Askin, and also by a very long and uninterrupted possession and improvements.

E. BRUSH,
Attorney for Alexander Grant.

This tract contains, by estimation, six hundred and thirty-nine acres, it being nine acres in front by seventy-one in depth, bounded in front by lake St. Clair, in rear by unconceded lands, north by lands claimed by William Forsyth, and south by lands claimed by Gregor McGregor.

Whereupon, Jean Baptiste Campeau, dit Penish Campeau, was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the claimant was in possession and occupancy of the premises, and has continued without interruption to this day; that, in his opinion, there are about three hundred acres in cultivation, and that the improvements are considerable.

Postponed for consideration.

No. 232. ISAAC TODD.—The Board took into consideration the claim of Isaac Todd, (No. 10,) to a tract of land, situate on river Raisins, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 1. page 123, under the date of 19th November, 1805.

This tract contains, by estimation, twelve square acres, French measure, on which a water mill is erected, situate on the south side of river Raisins, but not on its bordure, is bounded on the west by lands claimed by L'isle Ronde, and east by George McDougall.

Whereupon, Israel Ruland was brought forward as a witness in behalf of the claimant, who, being sworn, deposed and said, that, more than twelve years ago, one Charles Reaume was in possession and occupancy of the premises, and erected a grist mill, and continued so until he sold to John Askin, from whom the claimant has purchased; and that, since that time to this day, tenants have been kept on the premises, either for account of John Askin, or of the claimant.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 232; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 233. JOHN ASKIN, Esq.—The Board took into consideration the claim of John Askin, Esq., to a tract of land, situate at a place called Presque Isle, at the entrance of the Miami river, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 138, under the date of 19th November, 1805.

This tract contains, by estimation, about one thousand acres; it is a peninsular, the quantity of the land therein contained is not ascertained, but is not to exceed in the whole eight hundred and forty acres.

Whereupon, Israel Ruland was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st of July, 1796, Joseph Reaume was in possession and occupancy of the premises, and continued so until the 30th December, 1796, when he sold to the claimant, who has since that time to this day possessed the same, by renting out the same to several tenants, as the deponent has understood.

Postponed.

And then the Board adjourned to to-morrow, at nine o'clock in the forenoon.

WEDNESDAY, July 13, 1808.

The Board met at nine o'clock in the forenoon, pursuant to adjournment.

The Board reconsidered the third claim of James Baby, Esq.

Whereupon, Col. Francis Chabert, being duly sworn, deposed and said, that he doth not know whether there was any improvement made on the premises on the 1st of July, 1796; that Mr. Baby has always claimed that tract of land since the year 1780; and that the people have always considered it as part of his property. The deponent further saith, that Messrs. Delille now live on part of that tract, but doth not know when they began their improvements; that they have improved that part of the tract next to the lands claimed by the Northwest Company; that, in 1798, or 1799, he the deponent went with Major Cicot over the river to Mr. Baby to ask his permission for each of them to improve a part of that tract; that at that time he knows of no improvements having been made on the said tract of land.

Pierre Dumay, being sworn, deposed and said, that, every year, previous to the American Government taking possession of this country, Messrs. Baby were in the habit of cutting their hay on the said tract of land; that Messrs. McComb used to mow their hay on the same tract also, and some other people, with the permission of Mr. Baby; that he, the deponent, was charged by the commandant, Mr. Baby, and Mr. McComb, to take care of the premises; and that if any person happened to cut hay without permission, he, the deponent, came to town, and gave information, and that people were sent down to take the hay so cut without permission. That Mr. Baby, Mr. McComb, and the commandant, were equally masters of the different parts which they mowed; that he always understood that Mr. Baby was the owner of the land, and that he always had possession of the same to this day; that he had bought it; and that the general opinion was, that he was the owner of it. The deponent being asked what he understands by saying that possession was in Mr. Baby, he saith, because he was the master of it, cut his hay on it, and prevented other people mowing hay thereon. The deponent has no knowledge of Mr. Baby having erected any fence, planted any corn, or built any house on the premises: that since the Americans took possession of this country every body considered themselves masters, and at liberty to cut hay on said tract of land, and did so.

Col. Chabert, being questioned, saith, that, he himself applied to Mr. Baby to purchase part of the said tract of land, and that Major Cicot did the same.

Major Cicot, being sworn, deposed and said, that, for upwards of eleven years he has tenanted the premises from Mr. Baby; that he has tilled the land, seeded it, and made fence, previous to which time he had made arrangements with Mr. Baby; that it was at least three years before Messrs. Delille began any improvements; and that since that time he never was one year without cultivating the land; that he never had ploughed any part previous to his going with Col. Chabert to Mr. Baby; that he had built a small house on it, and that with a view of making an arrangement with Mr. Baby, for he knew at that time that the land belonged to Mr. Baby; that he has entered into articles with Mr. Baby for the land since he went over with Col. Chabert to Mr. Baby; that, by his agreement with Mr. Baby, he is to have all the land between the Northwest Company and the farm on which Weaver lives, and that he or his two sons are to pay for it: that the last agreement was made last Friday. The deponent further saith, that he believes that the Messrs. Delille began to improve the upper part of this tract six or seven years ago, that there had been no improvement made thereon prior to that time; that the Delilles have built a house, two or three years ago, and erected some fences.

Baptiste Cicot, Jr. being sworn, deposed and said, that, about seven or eight years ago, his father told him that he had went into possession, and cultivated that land by the permission of Mr. Baby, in expectation that he would get it from Mr. Baby in exchange for some lands on the British side; that, ten or eleven years ago, his father began to cultivate this land, and has continued so to this day; that, before the Delilles began to improve, his father had began

to make part of a fence near the line of the Northwest Company's lands. The deponent further saith, that his father had drawn rails around that piece of ground now occupied by the Delilles, for the purpose of enclosing the same, which were thrown away by the Delilles for the purpose of enclosing the field themselves. Being questioned by Mr. Sibley whether the Delilles had drawn any timber on the ground before the rails were thrown away, he answered no; he said that his father was the first who laid rails around part of that field, and that the Delilles have occupied the ground about seven years, contrary to his father's prohibition. Postponed for consideration.

And thereupon Jean Baptiste Cicot filed the following notice, to wit:

TERRITORY OF MICHIGAN, *District of Detroit, ss.*

To PETER AUDRAIN, Esq. Register of the United States' Land Office, in the District and Territory aforesaid.

SIR: DETROIT, July 13, 1808.

You will please take notice that I do hereby countermand the entry of a certain tract of land, situate on the north side of the river Rouge, containing about twenty acres in front by fifteen in depth, bounded in front by said river Rouge, in rear by John Askin, on one side by the Northwest Company's lands, and on the other by the rear of Weaver's farm; which said entry was made by me on the sixth day of this present month of July, 1808, for James and Francis Cicot: and I do retract their claim to the same, otherwise than as it depends on the claim of James Baby, now the claimant.

JEAN BAPTISTE CICOT.

The Board took into consideration the first claim of James Baby, Esq. Whereupon, Pierre Dumay was sworn, deposed and said, that, more than twenty-five years ago, this tract of land was divided into three farms, and began to be improved by people to whom Mr. Baby had sold, to wit, John Hoost and two others, whose names the deponent does not recollect; that the major part of this tract has been cultivated, except that part next to the deponent, which several times has been abandoned by the tenants; that, on the first July, 1796, the farm next to the deponent was unoccupied; that Noel Chovin was on the next, and David Harkley was on the other, under one Reynolds, his father-in-law.

John Cisse, being sworn, deposed and said, that, in 1787, when the deponent came to river Rouge, one John Hoost was living on the farm next to Pierre Dumay; Jacob Lisle lived on the next farm, which he had bought of Thomas Edwards, and Reynolds lived on the third farm; that these three farms have been generally improved and cultivated for these twenty years past; that, on the first farm, twenty acres are cultivated; on the second farm, thirty to thirty-five acres; and, on the third farm, twenty-five acres, as the deponent estimates it. Two of these farms are now occupied by the Campeaus, and the other by one Baron; that, in 1799, Harkley cultivated that farm.

Antoine Campeau, being sworn, deposed and said, that he has lived these two years on one of the farms, and that he was placed there by Toussaint Chene, who has since declared to him that he never had paid any thing to Mr. Baby, and had no deed. The deponent further says, that he himself has applied to Mr. Baby to purchase that farm.

Alexis Campeau, being sworn, deposed and said, that his brother, Zachariah Campeau, had requested him to speak to Mr. Baby respecting one of the above three farms, which he wished to purchase of Mr. Baby.

Postponed for further evidence.

The Board took into consideration the second claim of James Baby, Esq.

John Cisse, being sworn, deposed and said, that the late Godfroy Corbus, deceased, was living on the premises in the year 1796, and that, when he first went on the premises, he lived thereon with one Traxler, and that he then understood that they rented the premises from Messmore; that, when Corbus left the premises, Clemens went into possession and rented it to one Redman Condom. Postponed.

No. 234. THOMSON MAXEWELL.—The Board took into consideration the claim of Thomson Maxwell to a tract of land situate on the south side of river Raisins, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 105, under the date of 18th January, 1805.

This tract contains, by estimation, two hundred and forty acres, or arpents, it being six acres or arpents in front by forty in depth, bounded in front by the river Raisins, westerly by lands claimed by Joseph Poujet, and easterly by lands claimed by the widow and heirs of Benjamin Tibbet, deceased.

Whereupon, Israel Ruland was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that the premises were improved as early as 1788; that, previous to the 1st July, 1796, one Bellair was in possession and occupancy of the premises, until he sold to this deponent, who sold to Samuel Egnew, from whom the claimant purchased; that the land has been cultivated until four or five years ago, when the deponent left river Raisins. Postponed for further evidence.

No. 235. The widow and heirs of JOHN RHODES, deceased.—The Board took into consideration the claim of the widow and heirs of John Rhodes, deceased, to a tract of land situate on the north side of river Raisins, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 77, under the date of 15th January, 1805.

This tract contains, by estimation, about one hundred and fifty acres, or arpents, it being three acres or arpents in front by fifty in depth, bounded in front by river Raisins, in rear by lands claimed by Solomon Sibley, Esq. easterly by lands formerly the property of George Sharp, deceased, and westerly by a farm claimed by Richard Pollard.

Whereupon, Israel Ruland was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that the premises were improved and occupied previous to the 1st July, 1796, (but doth not know by whom) and that said premises have been constantly occupied since that time to this day. Postponed for further evidence.

No. 236. GEORGE McDUGALL.—The Board took into consideration the claim of George McDougall, Esq., to a lot of ground situate on the north side of river Raisins; and the notice by him filed on the 20th of June last was read in the words and figures following, to wit:

DETROIT, June 20, 1808.

In pursuance of an act of Congress passed at the last session, I do hereby give notice to Peter Audrain, Esq. Register of the Land Office at Detroit, that I claim a lot, or emplacement, situate, lying, and being on the north side of river Raisins, in the district aforesaid, being part of the farm entered by Jean Baptiste Geraume in the office, on the 29th of October, 1805, by virtue of a deed of alienation from him and his wife, dated the 18th of September, 1805, to me, acknowledged before John Anderson, Esq. one of the Justices of the Peace of the territory of Michigan for the district of Erie, which said deed accompanied the entry, for the purpose of being recorded in your office.

GEO. McDUGALL.

To PETER AUDRAIN, Esq.

This lot of ground contains sixty-two and a half feet in front and rear, beginning at the bakehouse of said Geraume, to a lot in possession of André Poupard, by one hundred and ninety-four and a half feet in depth, beginning from the public high road; bounded south by the river Raisins, east and north by the farm of Jean Baptiste Geraume, and west by the lot of said André Poupard. This lot is a part and parcel of the claim No. 64, granted on the 18th day of December, 1807, to Jean Baptiste Jerome. The claimant, in support of his claim, exhibited the following deed, to wit:

Qu'il soit connu et manifesté à toutes personnes à qui ces présents intéressent, que ce jourd'hui, le 18ème jour de Septembre, l'an de notre Seigneur mil huit cent cinq, par-devant moy, John Anderson, Ecuyer, Juge de Paix pour le territoire de Michigan et district d'Erie, dûment commissionné et sermenté selon la loi, et témoins soussignés, furent présents Sieur Jean Baptiste Geraume et Dame Marie Delille, sa femme légitime, de l'établissement de la rivière aux Raisins, du susdit territoire et district d'une part, et George McDougall, du même endroit, Ecuyer, de l'autre part, lesquels sont convenus devant moi, comme suit, savoir: que le dit Jean Baptiste Geraume, et sa dite

femme, pour eux, leurs hoirs, et ayant cause, en considération de la somme de deux cent cinquante piastres, argent licitte des Etats Unis, à eux en mains bien et véritablement payé par le dit George McDougall, ayant d'avoir cacheté ce contrat, la recette duquelle somme est par ces présents reconnu par eux, ils ont cédé, accordé, vendu, aliéné, déchargé, enfeodé, et confirmé, et par ces présents ils cèdent, accordent, vendent, alièment, déchargent, enfeodent, et confirment au dit George McDougall, ses hoirs, et ayant cause, tout ce certain emplacement de terre situé et étant sur le rivage du côté nord de la ditte rivière aux Raisins, contenant et étant de soixante-deux pieds et demi de front, et autant derrière, à compter depuis la boulangerie du dit vendeur, jusqu'à l'emplacement à côté d'icelle en la possession présentement d'André Poupard, sur cent quatre-vingt-quatorze pieds et demi de profondeur, à compter depuis la clôture sur le chemin public, étant de la même profondeur de celle du dit André Poupard; le dit emplacement de terre présentement vendu et borné comme suit, savoir: sud, par la ditte rivière aux Raisins; est et nord, par la terre ou demeure présentement le dit vendeur, (qu'il a lui-même acheté de Charles Poupard du Detroit) et du côté de l'ouest, par l'emplacement susdit mentionné d'André Poupard, lequel emplacement de terre borné et décrit comme susdit, est avec la maison, pomier, et tous et singulier les appartenances y concernant. Le dit George McDougall, ses hoirs, et ayant cause, auront et jouiront pour toujours, avec garantie de la part du dit Jean Baptiste Geraume, de toute trouble, dons, douaires, dettes, hypothèques, évictions, aliénations, et de tout autre empêchement généralement quelconque, (le droit de pre-emption des Etats Unis seulement excepté) à la seule et propre usage, profit, et avantage du dit George McDougall, ses hoirs, et ayant cause, et pour aucune autre usage ou jouissance quelconque. Et le dit Jean Baptiste Geraume et sa ditte femme contractent envers et avec le dit George McDougall, ses hoirs, et ayant cause, de garantir et de défendre les premisses susdites pour le dit George McDougall, ses hoirs, et ayant cause, contre les prétensions d'eux, le dit Jean Baptiste Geraume, et sa ditte femme, leurs hoirs, et ayant cause, et contre les prétensions licites de toutes autres personnes quelconque fermement par ces présents, le susdits droits des Etats Unis seulement excepté. Il est contracté de surplus entre les parties susdites, que si, en cas le dit George McDougall quitte le dit emplacement présentement acheté par lui, pour demeurer ailleurs, et si la personne à qui il voudra la vendre ou la louer ne plait pas au dit Sieur Jean Baptiste Geraume pour voisin, que lors, dans ce cas là, le dit George McDougall est obligé d'en donner la préférence au dit Sieur Jean Baptiste Geraume, soit au prix qu'on lui en offrira, ou à une estimation, qui en sera faite par des experts choisis réciproquement par eux; laquelle estimation sera payée par le dit Jean Baptiste Geraume au dit George McDougall, sur ou après l'estimation susdite en sera faite, en grains ou animaux, au prix d'argent.

En foy de quoy, et de toute et singulier les conventions, engagements, et entreprises dans les premisses susdites, contenu et exprimé, le dit Sieur Jean Baptiste Geraume et Dame Marie Delille, sa ditte femme, et le dit George McDougall, ont à ceci mis leurs signatures et affiché leurs cachets, à la rivière aux Raisins, le jour et an premiere-ment écrit cy-devant, à l'exception du dit Jean Baptiste Geraume, qui, ayant déclaré ne savoir écrire, a fait sa marque ordinaire (*le signe de la croix*) après lecture faite.

Et en confirmation de surplus, moi, le dit John Anderson, Ecuyer, j'ai à ceci aussi placé mon seing et mon cachet.

JEAN BAPTISTE GERAUME, sa × marque. [L. s.]

MARIE DELILLE. [L. s.]

Femme du dit Jean Baptiste Geraume.

GEORGE McDOUGALL. [L. s.]

Cacheté et délivré en présence de

ANDRE JOURDAIN,
JOSEPH BESEAU, sa × marque.

JOHN ANDERSON, J. P. [L. s.]

TERRITORY OF MICHIGAN, *District of Erie, to wit:*

I, John Anderson, one of the Justices assigned to keep the peace for the district and territory aforesaid, duly appointed and sworn, do hereby certify and attest, that, on the day of the date hereof, before me personally appeared the within named Jean Baptiste Geraume and Marie Delille, his wife, with George McDougall, who, in my presence, did sign, seal, and, as their act and deed, deliver, the within instrument of writing, or deed of alienation; and André Jourdain and Joseph Beseau did also in my presence subscribe their respective names thereunder, together with me, the said Justice of the Peace, as witnesses of such sealing and delivery; and I do further certify and attest that I examined the said Marie Delille, the wife of the said Jean Baptiste Geraume, privily and apart from her husband, and she declared to me that she did freely and willingly seal and deliver the within writing which I showed and explained to her, and she wishes not to retract it, and consenteth that it may be recorded.

In faith and testimony whereof, I, the said Justice of the Peace, have hereunto set my hand, and affixed my seal, the day and year first before written.

JOHN ANDERSON, J. P. [L. s.]

Whereupon, Israel Ruland was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, from the year 1788 to this day, the premises have been occupied without any interruption; and that, previous to the 1st of July, 1796, Jean Baptiste Geraume was in possession and occupancy, and continued so until he sold to the claimant, who has occupied or tenanted the same to this day.

Postponed for consideration.

And then the Board adjourned to Friday next, at nine in the forenoon.

FRIDAY, July 5, 1808.

The Board met at nine o'clock in the forenoon, pursuant to adjournment.

No. 237. ANTOINE LUPIN BARON.—The Board took into consideration the claim of Antoine Lupien Baron to a tract of land, situate on one of the forks of river Rouge; and the notice by him filed on the 27th of June last past was read in the words and figures following, to wit:

To PETER AUDRAIN, Esq. *Register of the Land Office at Detroit.*

SIR:

DETROIT, June 27, 1808.

Please to take notice that I now enter with the Commissioners of the Land Office at Detroit the following tract of land, situate, lying, and being on the fork of the river Rouge, commonly called Arbres Matachés in the district of Detroit, containing, by estimation, one hundred and sixty arpents of land, it being four arpents in front by forty in depth, bounded in front by the river aforesaid, and in rear by unlocated lands; on one side by Antoine Riopel, and on the other side by Pierre Chene. I make claim and set up title, by virtue of possession, occupancy, and improvements made by me, or those from whom I derive title.

ANTOINE LUPIN BARON, his × mark.

Witness, ROBERT ABBOTT.

This tract contains, by estimation, one hundred and sixty arpents, it being four arpents in front by forty in depth, bounded in front by a fork of the river Rouge, called Arbres Matachés, in rear by unlocated lands, on one side by lands claimed by Ambroise Riopel, and on the other side by lands claimed by Pierre Chene. Whereupon, Edward McCarty was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, when he came to river Rouge, in April, 1796, Mr. Reynolds lived on that tract of land; that said Reynolds had purchased that land from Mr. Baby, as he understood, in 1787: the deponent does not know whether it was in the fall of 1796, or in the spring following, that Reynolds left that farm; David Harkley took it, and raised corn on it the summer following: when Harkley left this farm, some of the Barons were working on it, and have continued ever since: about fifteen or sixteen acres of this farm are cultivated, and under fence. The Barons were backward and forward working on the farm, and making fences, when Harkley was in occupancy of the said farm. The deponent doth not know whether Harkley occupied the farm under Reynolds, his father-in-law, or under Baby.

Mrs. Baron, mother of the claimant, being sworn, deposed and said, that in the same year that the Americans took possession of this country, her son was put in possession of the said farm by Mr. Francois Baby, who did it at the request of her, the deponent; that, about two years after, she went to Mr. James Baby, with a view of making some arrangements respecting said farm; that James Baby promised to come over to Mr. Andrain to get the writings executed, but that he never came; that, at the time the deponent went over to Mr. James Baby, her son, the present claimant, was with her, and was present at the conversation between her and Mr. Baby, and that they went over for the purpose of purchasing the land from James Baby, for the present claimant, and considered said Baby then as the owner of the land; that said James Baby agreed to sell the land to the claimant for two hundred and fifty pounds, New York currency; that the claimant has never paid a cent to Mr. Baby for the rent of the farm; that there never was any agreement made for a rent, and Mr. Baby never asked any; that the claimant has never paid Mr. Baby any part of the two hundred and fifty pounds agreed to be paid. Postponed.

No. 338. LOUIS CHAPOTON, Jun.—The Board took into consideration the claim of Louis Chapoton, Jun. to a tract of land situate on river Huron of lake St. Clair; and the notice by him filed yesterday was read in the words following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, July 14, 1808.

Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim to a tract of land situate on river Huron, containing three arpents in front by about forty in depth, bounded in front by river Huron, in rear by lake St. Clair, on one side by Francois St. Obin; above, on the other side, by Louis Maure, below, I claim and set up title by virtue of possession, occupancy, and improvements made by me, or those from whom I derive title.

LOUIS CHAPOTON, his × mark.

Witness, PETER AUDRAIN.

This tract contains, by estimation, about one hundred and twenty arpents, it being three arpents in front by about forty in depth, bounded in front by river Huron, in rear by lake St. Clair, on one side, above, by lands claimed by Francois St. Obin, and on the other side, below, by lands claimed by Louis Maure. Whereupon, Seraphin Loson was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, Joseph Campeau was in possession and occupancy of the premises, and continued so until he sold to the claimant, who has possessed and occupied the same ever since to this day. The claimant, in support of his claim, exhibited the following deed, to wit:

DETROIT, *Comté de Wayne.*

Par devant le notaire public pour le comté de Wayne, résidant au Detroit, fut présent le Sr. Joseph Campeau, marchand, demeurant en cette ville, lequel reconnoit par ces présentes avoir vendu, cédé, quitté, transporté, et délaissé, dès maintenant et à toujours, avec garantie de ses propres faits, ainsy que de toutes dettes et aliénations, quelconques, à Louis Chapoton, fils, à ce présent et acceptant acquéreur, pour lui, ses hoirs, et ayant cause à l'avenir, une terre de trois arpents de front sur quarante de profondeur, si autant se trouve, sise au sud de la rivière aux Hurons, au nord du lac St. Clair, prenant par devant au bord de la ditte rivière, bornée d'un côté à l'est à Louis Maure, et de l'autre côté à l'ouest à Seraphin Loson, et par derrière en gagnant au dit lac St. Clair, tel que la ditte terre se poursuit et comporte de toutes parts, tant en bois de bout que prairie, &c. que le dit acquéreur dit bien connoître, dont il est content et satisfait.

Cette vente, cession, transport et délaissement, ainsy fait pour et moyennant le prix et somme de quarante pounds, cours de la Nouvelle York, sur laquelle somme le dit vendeur reconnoit avoir reçu celle de vingt pounds, pour prix d'un cheval, qu'il a reçu, et les vingt pounds, pour parfait payement, le dit acquéreur promet et s'oblige les payer au dit Sieur Campeau, ou ordre, en un an de la date des présentes, en grain, comme bled, pois, avoine, &c., au prix courant; et au moyen de ce, le dit sieur vendeur a de ce moment transporté, et transporte au dit acquéreur, tous et tels droits de propriété qu'il a et pouvait avoir sur la ditte terre, s'en démettant et dévêtissant au profit du dit acquéreur, pour qu'il en soit mis en bonne possession et seigneurie, par qui et ainsy qu'il appartiendra, en vertu des présentes. Car ainsy sont convenus les parties de bonne foy, promettant, &c. obligeant, &c. Fait et passé au dit Detroit, le 1er jour de Mars, l'an 1803, et ont signé et scellé, après lecture faite. Ainsy signé à l'original remis au Sieur Campeau.

(Vraye copie.)

JOSEPH CAMPEAU, [L. s.]

LOUIS CHAPOTON. sa × marque. [L. s.]

En présence de CHARLES MORAN.

F. D. BELLECOUR, *Not. Pub.* [L. s.]

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 233; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

The Board reconsidered the claim of Alexander Grant, Esq. No. 231, which was postponed for consideration on the 12th July instant. And thereupon it doth appear to the commissioners, from the entry made with the former commissioners at Detroit, in volume 2, page 122, under the date of 20th February, 1805, and from the testimony adduced, that the claimant is entitled to three hundred and sixty acres, that is to say, nine acres in front by forty in depth and that he have a certificate thereof, which certificate shall be No. 231; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to to-morrow, at nine in the forenoon.

SATURDAY, July 16, 1808.

The Board met at nine o'clock in the forenoon, pursuant to adjournment.

No. 239. JEAN BAPTISTE MARSAC.—The Board took into consideration, the claim of Jean Baptiste Marsac to a tract of land situate at Grosse Pointe, on lake St. Clair; and the notice by him filed the 27th June last was read in the words and figures following, to wit:

To PETER AUDRAIN, Register of the Land Office at Detroit.

SIR:

DETROIT, June 27, 1808.

Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim to the following tract of land, situate at Grosse Pointe, containing, by estimation, one hundred and twenty arpents, it being three arpents in front by forty in depth, bounded in front by lake St. Clair, in rear by unconceded lands, on one side, northeast, by Pierre Yax, on the other side, southwest, by Charles Gouin. I make claim and set up title by virtue of a long possession, occupancy, and improvements made by me, or those from whom I derive title.

Witness, PETER AUDRAIN.

JEAN BAPTISTE MARSAC, his × mark.

This tract contains, by estimation, one hundred and twenty arpents, it being three arpents in front by forty in depth, bounded in front by lake St. Clair, in rear by unconceded lands, northeast by lands claimed by Pierre Yax, and southwest by lands claimed by Charles Gouin. Whereupon, Simon Yax was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, Joseph Serre, dit St. Jean, was in possession and occupancy of the premises, and continued so until he sold to the claimant, who has occupied and cultivated the same to this day. The claimant, in support of his claim, exhibited the following deed, to wit:

TERRITOIRE DE MICHIGAN, *District du Detroit:*

Par devant les témoins soussignés, résidants au Detroit, fut présent Joseph Serre, dit St. Jean, habitant demeurant au Grand Marais, dans le district du Detroit, lequel a reconnu, et par ces présentes reconnoit avoir vendu, cédé, transporté, et délaissé, dès maintenant et à toujours, promet garantir de tous troubles, dons, douaires, hypothèques, et de toute trouble généralement quelconque, à Jean Baptiste, dit Benjamin Marsac, à ce présent, acceptant acquéreur, pour lui, ses hoirs, et ayant cause à l'avenir, une terre ou plantation sise et située à la Grosse Pointe, dans le susdit district du Detroit, consistante en trois arpents de front sur quarante de profondeur, bornée par devant par le lac St. Clair, et par derrière par les terres non concédées, au nord-est par la terre de Pierre Yax, et au sud-ouest par la terre de Charles Gollin, jun., tel et ainsi que la ditte terre se comporte de toutes parts, circonstances, et dépendances, que le dit acquéreur dit avoir vu et visité, et dont il est content et satisfait.

Cette vente, cession, transport, et délaissement, ainsi fait pour et moyennant, et en échange d'une terre que le dit Marsac a vendu ce jour au dit Joseph Serre, dit St. Jean, sise au Grand Marais, et sur laquelle le dit Marsac demeure actuellement, et dont il lui a livré possession et seigneurie, en présence de témoins. Au moyen de quoy et de ce que dessus, le dit Joseph Serre, dit St. Jean, a transporté au dit Benjamin Marsac, ses hoirs, et ayant cause à l'avenir, tous et tels droits de propriété, noms, raisons, actions, et tous autres droits, qu'il a et pouvait avoir sur la ditte terre, voulant et entendant qu'il en jouisse et dispose, comme d'un bien justement acquis.

Fait et passé au Detroit, le 15ème jour du mois de Mars, en l'an de notre Seigneur 1806; et le dit Serre, dit St. Jean, a signé et scellé en présence des témoins, après lecture faite. Le grain en terre reste à l'acquéreur.

JOSEPH SERRE. [L. s.]

Signé, scellé, et délivré, en présence de

JOSEPH THIBAUT,
PIERRE CHENE.TERRITOIRE DE MICHIGAN, *District du Detroit:*

Est personnellement comparu devant moy, le soussigné, un des Juges à Paix dans le district du Detroit, Joseph Serre, dit St. Jean, lequel a déclaré que la vente cy-dessus est son acte libre et volontaire, pour les raisons y contenues, et que, comme tel, il peut être enregistré au greffe du dit district du Detroit. En foy de quoy, j'ai signé au Detroit, le 15 Mars, 1806.

PETER AUDRAIN,
Juge à Paix et Greffier.

Nous, soussignés, certifions que ce jour, 16 de Mars, 1806, le susdit Serre, dit St. Jean, a livré possession et seigneurie de la terre susvendue au dit Jean Baptiste, dit Benjamin Marsac, en notre présence.

CHARLES RIVARD.
ROSSELL HATCH.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 239; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 240. JEAN BAPTISTE MARSAC.—The Board took into consideration another claim of Jean Baptiste Marsac to a tract of land situate on lake St. Clair; and the notice by him filed on the 27th June last was read in the words and figures following, to wit:

To PETER AUDRAIN, *Register of the Land Office at Detroit.*

SIR:

DETROIT, June 27, 1808.

Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim to the following tract of land, situate near Milk River Point, containing, by estimation, one hundred and twenty arpents, it being three arpents in front by forty in depth, bounded in front by lake St. Clair, in rear by unconceded lands, on one side by Captain Fleming's lands, and on the other side by François Tremblé. I make claim and set up title by virtue of a long possession, occupancy, and improvements made by me, or those from whom I derive title.

JEAN BAPTISTE MARSAC, his x mark.

Witness, PETER AUDRAIN.

This tract contains, by estimation, one hundred and twenty arpents, it being three arpents in front by forty in depth, bounded in front by lake St. Clair, in rear by unconceded lands, on one side by lands claimed by Captain Fleming, and on the other side by lands claimed by François Tremblé.

Whereupon, Simon Yax was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, Louis Billon, dit l'Espérance, was in possession and occupancy of the premises, and continued so until he sold to the claimant, who has ever since, to this day, possessed and tenanted the same.

The claimant, in support of his claim, exhibited the following deed, to wit:

L'an 1801, et le 16ème jour du mois d'Août, fut présent Louis Billon, dit l'Espérance, du district de Hamtramck, comté de Wayne, et territoire des Etats Unis nord-ouest de la rivière Ohio, lequel par ces présentes reconnoit avoir vendu, cédé, transporté, et délaissé, dès maintenant et à toujours, avec garantie de tous troubles, dons, douaires, hypothèques, évictions, et aliénations, et de tous empêchemens généralement quelconques, à Benjamin Marsac, à ce présent acceptant acquéreur, pour lui, ses hoirs, et ayant cause à l'avenir, une ferme ou plantation sise et située près la rivière à Guinole, dans le susdit district de Hamtramck, et comté de Wayne, consistante en trois arpents de front sur quarante de profondeur, bornée de front par le lac St. Clair, en haut par la terre de Capitaine William Fleming, et en bas par François Tremblé; ainsi que le tout se poursuit et comporte de toutes parts, circonstances, et dépendances, avec les bâtimens susconstruits, clôtures, et autres améliorations, que le dit acquéreur dit bien connoître pour l'avoir vu et visité, et dont il est content et satisfait. Cette vente, cession, transport, et délaissement, ainsi fait pour et moyennant, et en considération d'une ferme ou plantation, que le dit Benjamin Marsac a donné en échange au dit Louis Billon, dit l'Espérance, par contrat passé ce jour, au Detroit, laquelle ditte ferme consiste en trois arpents de front sur quatre-vingt arpents de profondeur, sise et située dans le comté de Kent, et province du Haut Canada, sous la domination de Sa Majesté Britannique, vis-à-vis l'Isle aux Cochons. Au moyen de ce que dessus, le dit Louis Billon, dit l'Espérance, a de ce moment transporté, et par ces présentes transporte au dit Benjamin Marsac tous et tels droits de propriété, noms, raisons, et actions, et tous autres droits qu'il a et pouvait avoir sur la ditte ferme ou plantation, voulant et entendant qu'il en soit mis en bonne possession et seigneurie, ainsi et par qu'il appartiendra, en vertu des présentes.

Fait et passé au Detroit, dans l'étude du prothonotaire du susdit comté de Wayne; et le dit Louis Billon, dit l'Espérance, a déclaré ne savoir signer, a fait sa marque ordinaire, en présence de témoin, et a apposé son cachet, après que lecture lui a été faite des présentes, le jour, mois, et an que dessus.

LOUIS BILLON, dit L'ESPERANCE, sa x marque. [L. s.]

Signé, scellé, et délivré, en présence de

PETER AUDRAIN, *Prothonotaire.*

WAYNE COUNTY, SS.

Personally appeared before me, the undersigned, one of the Judges of the Court of Common Pleas in and for the said county of Wayne, the above named Louis Billon, dit l'Esperance, and acknowledged the above instrument of writing to be his voluntary act and deed, for the purposes therein contained, and that, as such, it may be recorded.

JAMES MAY, J. C. C. Pleas.

DETROIT, this 17th day of August, 1801.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 240; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 241. WILLIAM ROBISON, and HUGH R. MARTIN.—The Board took into consideration the claim of William Robison and Hugh R. Martin to two tracts of land, now united in one farm, situate at Grosse Pointe, on lake St. Clair; and the notice by them filed this day was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

DETROIT, July 16, 1808.

Sir:

Take notice that we, William Robison and Hugh R. Martin, do enter with the Commissioners of the Land Office at Detroit our claim to two tracts of land, now united in one farm, containing, by estimation, one hundred and fifty arpents, more or less, one of the said tracts being three arpents in front by forty in depth, more or less, and the other being three arpents in front by ten in depth, more or less; bounded in front by lake St. Clair, in rear by unceded lands, southwesterly by a farm of Michael Rivard, and northeast by a point of lands of Nicholas Patenaude and others. We claim and set up title by virtue of a mortgage given us by Louis St. Bernard, on the 17th April, 1807, and to which he has released the equity of redemption. We claim also by virtue of possession, occupancy, and improvements made by those from whom we derive title.

HUGH R. MARTIN,
For self, and William Robison.

This tract contains, by estimation, one hundred and fifty arpents, more or less, one tract being three arpents in front by forty in depth, the other being three arpents by about ten in depth, bounded in front by lake St. Clair, in rear by unceded lands, southwesterly by a farm claimed by Michael Rivard, and northeasterly by Nicholas Patenaude's line, north fifty degrees west, and which line extends twenty-three quarter chains, thirty links, until it butts upon the line of the farm of three arpents by forty.

Whereupon, Simon Yax was brought forward as a witness in behalf of the claimants, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, Louis St. Bernard was in possession and occupancy of the premises, and still occupies the same.

The claimants, in support of their claim, exhibited the following instrument of writing, to wit:

This indenture, made at Detroit, in the territory of Michigan, the 17th day of April, A. D. 1807, between Louis St. Bernard, of the said district of Detroit, yeoman, of the one part, and William Robison, and Hugh R. Martin, merchants, of the other part, witnesseth: Whereas the said Louis St. Bernard, by his bond or obligation duly executed, bearing even date with these presents, stands bound to the said William Robison and Hugh R. Martin, their executors, administrators, and assigns, in the penal sum of twenty-eight hundred and eighty-nine dollars and fifty cents, of lawful money of the United States, with a condition thereunder written, for the payment of the sum of fourteen hundred and forty-four dollars and seventy-five cents of like lawful money, with legal interest for the same, on or before the 17th day of April next ensuing the date of these presents, as by the said bond and condition may more fully appear: Now this indenture witnesseth, that the said Louis St. Bernard, in consideration of the said debt or sum of fourteen hundred and forty-four dollars and seventy-five cents, owing to the said William Robison and Hugh R. Martin, as aforesaid, and for the better securing the payment thereof, with interest, to the said William Robison and Hugh R. Martin, their executors, administrators, or assigns, according to the condition of the said bond; and also in consideration of the further sum of five shillings to him, the said Louis St. Bernard, by the said William Robison and Hugh R. Martin in hand well and truly paid, at or before the sealing and delivery of these presents, the receipt whereof the said Louis St. Bernard doth hereby acknowledge, hath granted, bargained, sold, released, and confirmed, and by these presents doth grant, bargain, sell, release, and confirm unto the said William Robison and Hugh R. Martin, their heirs and assigns, all that messuage, tenement, and tract of land, with the privileges and appurtenances thereunto belonging, situate, lying, and being at Grosse Pointe, in said district of Detroit, and territory aforesaid, being the whole farm now in the actual possession of the said Louis St. Bernard, containing six arpents, or French acres, in front, whereof three of the said six arpents in front have forty arpents in depth, more or less, and the adjoining and remaining three arpents have ten arpents in depth, more or less, ending at a point in rear in the shape of a right-angled triangle; the whole bounded in front upon lake St. Clair, on the southwesterly side by the farm of Michael Rivard, on the northeasterly side by a point of land of Nicholas Patenaude and others, and in rear by unimproved lands: to have and to hold the said messuage, tenement, and farm, and every part and parcel thereof, with the appurtenances thereof, unto the said William Robison and Hugh R. Martin, their heirs and assigns, to the only proper use and behoof of the said William Robison and Hugh R. Martin, their heirs and assigns, forever, and to and for no other use, intent, and purpose whatsoever. *Provided always,* and it is the true intent and meaning of these presents, and of the said parties hereunto, that if the said Louis St. Bernard, his heirs and assigns, do and shall well and truly pay, or cause to be paid, unto the said William Robison and Hugh R. Martin, their executors, administrators, or assigns, the said full sum of fourteen hundred and forty-four dollars and seventy-five cents, of lawful money of the United States, with legal interest for the same, on or before the 17th day of April next, that is, within one year from the date of these presents, according to the condition of the above in part recited bond or obligation, without any deduction or abatement whatsoever, then, and from thenceforth, the presents, and every matter and thing therein contained, shall cease, and be utterly null and void, any thing herein contained to the contrary thereof, in anywise, notwithstanding.

And the said Louis St. Bernard, for himself, his heirs, executors, and administrators, doth covenant, promise, grant, and agree, to and with the said William Robison and Hugh R. Martin, their executors, administrators, and assigns, in manner and form following, that is to say: that he, the said Louis St. Bernard, his executors or administrators, or some of them, shall and will well and truly pay, or cause to be paid, unto the said William Robison and Hugh R. Martin, their executors, administrators, or assigns, the said sum of fourteen hundred and forty-four dollars and seventy-five cents, with legal interest, as aforesaid, on the day herebefore limited for the payment thereof, without any deduction or abatement whatsoever, as aforesaid; and that the said granted and released premises now are, and be, and at all times from and after default shall happen to be made of and in payment of the said sum of fourteen hundred and forty-four dollars and seventy-five cents, and interest aforesaid, or any part thereof, shall forever be, remain, and continue free and clear, and freely and clearly acquitted and discharged of and from all manner of former and other gifts, grants, mortgages, judgments, charges, or incumbrance, whatsoever, heretofore made, committed, done, or suffered by him, the said Louis St. Bernard; and that the said William Robison and Hugh R. Martin, their heirs and assigns, shall and may, from time to time, and at all times after such default shall happen to be made in payment of the said sum of fourteen hundred and forty-four dollars and seventy-five cents, and interest, as aforesaid, or any part thereof, peaceably and quietly have, hold, occupy, possess, and enjoy, all and singular the said premises, with the appurtenances, and every part and parcel thereof, without the let, hindrance, molestation, interruption, or disturbance of him, the said Louis St. Bernard, his heirs or assigns, or of any person or persons lawfully claiming, or to claim, by, from, or under him, them, or any of them. And, lastly, it is covenanted and agreed upon, by and between both the said parties to these presents, and it is hereby

declared to be the true intent and meaning hereof, and of the parties hereunto, that, until default shall be made in payment of the said sum of fourteen hundred and forty-four dollars and seventy-five cents, and legal interest for the same, as aforesaid, according to the time above limited for the payment thereof, it shall and may be lawful for the said Louis St. Bernard, his heirs and assigns, peaceably and quietly to have, hold, occupy, possess, and enjoy, all and singular the said premises above granted and released, and every part thereof, with the appurtenances; and to have, receive, and take the rents, issues, and profits thereof, to his and their own particular use and benefit, any thing herein contained to the contrary thereof, in anywise, notwithstanding. And the said Louis St. Bernard, on his part, does covenant to and with the said William Robison and Hugh R. Martin, their heirs and assigns, that the said premises are now free and clear of and from all incumbrances whatever, done, or suffered by him, and that he has full right to sell, pledge, and convey the same, as aforesaid, and that he will ever defend and warrant the same to the said William Robison and Hugh R. Martin, their heirs and assigns, against the lawful claims and demands of any person or persons whatsoever.

In testimony of all and singular the premises aforesaid, and within contained, the parties to these presents have set their hands and seals, at Detroit aforesaid, the day, month, and year first above written.

LOUIS ST. BERNARD, his \times mark. [L. s.]

HUGH R. MARTIN, [L. s.]

For self, and William Robison.

Signed, sealed, and delivered, in presence of

JAMES McDONALD,

GEORGE McDUGALL, N. P. T. M.

TERRITORY OF MICHIGAN, *District of Detroit, to wit:*

I, George McDougall, notary public, by lawful authority duly admitted and sworn, do hereby certify and attest unto all whom it may concern, that the indenture of mortgage hereunto annexed was duly signed and sealed by Louis St. Bernard and Hugh R. Martin, for himself and William Robison, therein named in my presence, and in the presence of James McDonald. To the due execution and delivery thereof, an act being requested, I have granted the same under my notarial form and seal of office, to serve and avail as occasion shall or may require.

Done and passed at the city of Detroit, the 17th day of April, in the year of our Lord 1807.

GEORGE McDUGALL, N. P. T. M.

Know all men by these presents, that I, Louis St. Bernard, of the district of Detroit, and territory of Michigan, the mortgager in the within instrument mentioned, for and in consideration of the sum of one thousand five hundred and forty-eight dollars and seventy-five cents, to me in hand well and truly paid by William Robison and Hugh R. Martin, the mortgagees, have remised, released, and forever quitted claim, and by these presents do remise, release, and forever quit claim, unto them, the said William Robison and Hugh R. Martin, their heirs and assigns, forever, all the equity and benefit of redemption, that I, my heirs, executors, or administrators, have or might have to the within mortgaged premises, by virtue of any covenant, matter, or thing therein contained.

In testimony whereof, I have hereunto set my hand, and affixed my seal, at Detroit, in the district and territory aforesaid, this 6th day of July, A. D. 1808.

LOUIS ST. BERNARD, his \times mark, [L. s.]

Signed, sealed, and delivered, in presence of

J. WHIPPLE,

ROBERT SMART.

Postponed.

No. 242. ROBERT ROBERTJEAN.—The Board took into consideration the claim of Robert Robertjean to a tract of land situate on river Huron, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 304, under the date of 30th November, 1805. This tract contains, by estimation, forty-five arpents, it being three arpents in front by fifteen in depth, bounded in front by river Huron, in rear by lake St. Clair, on one side by lands claimed by Michel Tremble, and on the other side by lands claimed by Joseph Robertjean.

Whereupon, Antoine Dequindre, Esq. was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the claimant was in possession and occupancy of the premises, and has continued to occupy the same to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above tract of land, and that he have a certificate thereof, which certificate shall be No. 242; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to Monday next, at nine in the forenoon.

MONDAY, July 18, 1808.

The Board met at nine o'clock in the forenoon, pursuant to adjournment; and, there being no business ready, the Board adjourned to to-morrow at nine in the forenoon.

TUESDAY, July 19, 1808.

The Board met at nine in the forenoon, pursuant to adjournment.

No. 243. J. M. BEAUBIEN.—The Board took into consideration the claim of Jean Marie Beaubien, Esq. to a tract of land, situate on river St. Clair; and the notice by him filed this day was read in the words and figures following, to wit:

To PETER AUDRAIN, Esq. Register of the Land Office at Detroit.

SIR:

DETROIT, July 19, 1808.

Please to take notice that I claim title to a plantation situate on the west side of river St. Clair, consisting of sixteen acres in front by forty in depth, being six hundred and forty acres altogether; bounded in front by said river St. Clair, on the north by Meldrum and Park's farm, occupied by Joseph Ricard, on the south by a farm occupied by a negro by the name of Harry Sanders, and in the rear by unconceded lands. I claim the same by having been in the actual possession, occupancy, and improvements of the said tract or parcel of land, prior to the 1st day of July, 1796, to wit: in the month of October, 1795, having built a dwelling-house, barn, and other out-houses, and cleared land, fenced in, &c. and remained a residenter thereon ever since; all which I am now ready to prove to the satisfaction of the honorable commissioners.

JEAN MARIE BEAUBIEN.

This is the signature of Jean Marie Beaubien, Esq. in presence of
GEO. McDUGALL.

This tract contains, by estimation, six hundred and forty acres, it being sixteen acres in front by forty in depth, is bounded in front by river St. Clair, north by lands claimed by Meldrum and Park, south by a farm owned by a negro called Harry Sanders, and in rear by unlocated lands.

Whereupon, Toussaint Chovin was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the claimant was in possession and occupancy of the premises, and has continued so until this day; and that about twenty-two acres are in cultivation and under fence.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 243; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 244. FRANÇOIS BONOME.—The claim of François Bonome to a tract of land on river à Dulu, was taken into consideration. This claim was entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 234, under the date of 27th November, 1805, by James and Francis Lasselle, (thirty-third claim.)

This tract contains, by estimation, six hundred and forty arpents of land, it being sixteen arpents in front by forty in depth, bounded in front by the river à Dulu, in rear, and on both sides, by unlocated lands.

Whereupon, Jean Marie Beaubien, Esq. was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, Pierre Bonome was in possession and occupancy of the premises, and that the claimant has occupied the same these six years past, and that about eighteen arpents are cultivated and enclosed. Postponed.

No. 245. TOUSSAINT CHOVIN.—The Board took into consideration the claim of Toussaint Chovin to a tract of land situate on river St. Clair, and the notice by him filed this day was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

Sir:

DETROIT, July 19, 1808.

Take notice that I now enter with the Commissioners of the Land Office at Detroit, my claim to a tract of land situate on river St. Clair, containing three acres in front by forty in depth, bounded in front by river St. Clair, in rear by unlocated lands, and on one side by Captain Alexander Harrow, on the other side by James Cartwright. I claim and set up title by virtue of possession, occupancy, and improvements made by me, or those from whom I derive title.

TOUSSAINT CHOVIN, his \times mark.

Witness, PETER AUDRAIN.

This tract contains, by estimation, one hundred and twenty acres, it being three acres in front by forty in depth, bounded in front by river St. Clair, in rear by unlocated lands, on one side by lands claimed by Captain Alexander Harrow, and on the other side by lands claimed by James Cartwright.

Whereupon, Jean Simare was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the claimant was in possession and occupancy of the premises, and has continued to occupy and cultivate the same to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 245; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to to-morrow, at nine o'clock in the forenoon.

WEDNESDAY, July 20, 1808.

The Board met at nine o'clock in the forenoon, pursuant to adjournment.

The Board reconsidered the claim (No. 216) of James Baby, Esq. which was postponed for consideration on the 6th day of July instant; and, after having heard the argument of counsel for the claimant, and also the argument of counsel for Antoine Baron, who claims also part of the tract under consideration, to wit, the upper part of it formerly occupied by John Reynolds, the claimant, in support of his claim, produced the original deed of his father, Duperon Baby, Esq. to John Reynolds, dated February 14, 1787, and the release of John Reynolds to James Baby, the present claimant, dated September 30, 1799, in the words and figures following, to wit:

Know all men by these presents, that I, Duperon Baby, Esq. one of His Majesty's Commissioners of the Peace for the district of Detroit, in the province of Quebec, for and in consideration of the sum of one hundred pounds, New York currency, to me in hand paid by John Reynolds, of Detroit aforesaid, the receipt whereof I do hereby acknowledge, have granted, bargained, sold, alienated, and confirmed, and by these presents do bargain, grant, sell, alien, and confirm, unto the said John Reynolds, his heirs and assigns, forever, all that tract of land situate and lying at the river Rouge, on the west side of the fourche called Arbres Matchés, bounded on the north by Michael Alum's farm, on the south by Jacob Light's farm, containing about two chens in front, from the fork of the separation between said tract of land, and the line of Michael Alum, to the line of Jacob Light, and running up the said fork to the said Jacob Light's line, which crosses the said fork, four acres in front and forty in depth, with all and singular the appurtenances whatsoever to said tract of land, (bounded as abovementioned) belonging, or in anywise appertaining, and also all the estate, right, title, interest, property, claim, and demand, of me, the said Duperon Baby, of, in, and to the said tract of land, messuage and tenement, and premises of, in, and to every part and parcel thereof.

To have and to hold the said tract of land, tenement, and premises, to the said John Reynolds, his heirs and assigns, for the only proper use and behoof of him, the said John Reynolds, his heirs and assigns, forever. And I, the said Duperon Baby, for myself, the said tract of land, messuage, tenement, and premises, against myself, my heirs and assigns, and according to the Indians' grant, shall and will warrant, and forever defend, by virtue of these presents.

In witness whereof, I, the said Duperon Baby, have hereunto set my hand and seal, this 14th day of February, A. D. 1787.

D. BABY.

Signed and sealed in the presence of

DANIEL KLUSMANN,

WILLIAM MONFORTON, *Not. Pub.*

Registered in the Register of Detroit, pages 252, 253, by me,

WM. MONFORTON, *Recorder.*

Be it remembered, that I, John Reynolds, now of the river Thames, Upper Canada, have re-conveyed to James Baby, Esq. of Sandwich, the within mentioned premises, with all the improvements thereon, for the sum of one hundred pounds, New York currency; the receipt whereof I hereby acknowledge, with my hand and seal, at Sandwich, this 30th day of September, 1799.

JOHN REYNOLDS. [L. S.]

D. RANSON,
JOHN CISSNE.

And thereupon it doth appear to the commissioners that the claimant is entitled to one hundred and sixty acres, part and parcel of the above claim, that is to say, four acres in front by forty in depth, bounded in front by the fork of river Rouge, called Arbres Matchés, and in rear by unlocated lands, above by lands claimed by Ambroise Riopel, and below by lands the residue of this claim; and that he have a certificate thereof, which certificate shall be No. 216; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

The Board reconsidered the claim of Antoine Baron, (No. 237,) which was postponed for consideration on the 15th July instant; and, after having heard the argument of counsel for the claimant, it doth appear to the commissioners that the said Antoine Baron is not entitled to the said tract of land, and, therefore, that his claim be rejected; and the same is hereby rejected.

And then the Board adjourned to to-morrow, at nine in the forenoon.

THURSDAY, July 21, 1808.

The Board met at nine o'clock in the forenoon, pursuant to adjournment.

No. 246. D. LABROSSE.—The Board took into consideration the claim of Dominique Labrosse to a tract of land, situate on river Detroit; and the notice by him filed the 16th of July instant was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, July 16, 1808.

Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim to a tract of land, situate on river Detroit, containing three arpents in front by forty in depth, bounded in front by river Detroit, in rear by unconceded lands; on one side, above, by Francois Gamelin, and on the other side, below, by Alexis D. Labadi. I claim and set up title by virtue of long possession, occupancy, and improvements made by me, or those from whom I derive title.

DOMINIQUE LABROSSE.

This tract contains, by estimation, one hundred and twenty arpents, it being three arpents in front by forty in depth, bounded in front by river Detroit, in rear by unconceded lands, above by lands claimed by Francois Gamelin, and below by lands claimed by Alexis Descontes Labadi; whereupon, Alexis Descontes Labadi was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that the claimant has been in possession and occupancy of the premises at least twenty-five years, without any interruption, and doth still occupy the same.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 246; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 247. ANTOINE LASSELLE, Jun.—The Board took into consideration the claim of Antoine Lasselle, Jun. to a tract of land, situate on river Detroit; and the notice by him filed yesterday was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, July 20, 1808.

Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim to a tract of land situate on river Detroit, containing two arpents in front by forty in depth, bounded in front by river Detroit, in rear by unlocated lands, on one side by Francois Gamelin, and on the other side by the heirs of William McComb, deceased. I claim and set up title by virtue of possession, occupancy, and improvements made by me or those from whom I derive title.

ANTOINE LASSELLE, Jun.

This tract contains, by estimation, eighty arpents, it being two arpents in front by forty in depth; is bounded in front by river Detroit, in rear by unconceded lands, below by lands claimed by Francois Gamelin, and above by lands claimed by the heirs of the late Wm. McComb, deceased.

Whereupon, Alexis Descontes Labadi was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, many years previous to the 1st of July, 1796, Pierre Chene was in possession and occupancy of the premises, and continued so until he sold to the claimant, who has possessed and tenanted the same ever since to this day. The claimant, in support of his claim, exhibited the following deed, to wit:

TERRITOIRE DE MICHIGAN, District du Detroit:

Par devant les témoins soussignés furent présents Pierre Chene, Toussaint Chene, et Gabriel Chene, tous trois demeurants dans la paroisse de St. Anne, dans le district du Detroit, lesquels reconnoissent avoir vendu, cédé, quitté, transporté, et délaissé, dès maintenant et à toujours, au Sieur Antoine Lasselle le jeune, aussi demeurant dans le dit district du Detroit, à ce présent acceptant acquéreur, pour lui, ses heirs, et ayant cause à l'avenir, une terre, ou plantation, sise et située dans le côté du sud-ouest, dans le dit district du Detroit, et territoire de Michigan, consistante en deux arpents de front, sur quarante de profondeur, bornée par devant par la rivière du Detroit, par derrière par les terres non concédées, au sud-ouest par la ferme de François Gamelin, et au nord-est par les terres appartenantes à la succession du feu William McComb; tel et ainsi que la ditte terre, ou plantation, se poursuit et comporte de toutes parts, circonstances et dépendances, ensemble les bâtiments susconstruits, verger, clôtures, excepté les grains à présent en terre, que les dits vendeurs se réservent pour leur usage et profit, à quoy le dit acquéreur a consenti.

Cette vente, cession, transport, et délaissement, ainsi fait pour et moyennant la somme de treize cent pounds, cours de la Nouvelle York, sur laquelle somme les dits vendeurs reconnoissent avoir reçu deux cent pounds en acompte lors et avant la passation des présentes; c'est à dire, cent pounds en argent, et cent pounds en divers effets, dont ils le tiennent quitté et déchargé; et pour les autres onze cent pounds le dit acquéreur promet et s'oblige de les payer aux dits vendeurs de la manière suivante, savoir: cent pounds au 1er jour de Septembre prochain, sans intérêt, et cent pounds chaque année suivante au 1er jour de Septembre, jusqu'au parfait payement de la susdite somme de treize cent pounds, en payant chaque année l'intérêt de six pour cent. sur toute la somme qui restera à payer. Et pour sureté des dits payements à les époques cy-dessus mentionnées, avec l'intérêt, le dit Antoine Lasselle a de ce moment affecté et hypothéqué la ditte terre susvendue au dit Pierre Chene, ses heirs, et ayant cause à l'avenir, jusqu'à l'entier et parfait payement de la susdite somme de treize cent pounds, avec l'intérêt légal, à les époques cy-dessus mentionnées, une obligation ne dérogeant à l'autre. Et les dits Pierre Chene, Toussaint Chene, et Gabriel Chene garantissent au dit Antoine Lasselle, ses heirs, et ayant cause à l'avenir, la ditte terre susvendue de tous dons, douaires, dettes, hypothèques, évictions, aliénations, substitutions, et de tout empêchement, et de tous troubles généralement quelconques. Et pour sureté de leur garantie, ils hypothèquent au dit Antoine Lasselle, ses heirs, et ayant cause à l'avenir, tous leurs biens présents et à venir, et d'une manière particulière, la ferme, ou plantation, que Pierre Chene a dernièrement acquis du Sieur Joseph Serre, dit St. Jean, sise et située au Grand Marais, dans le district du Detroit, et territoire de Michigan, consistant en cinq arpents de front sur quarante arpents de profondeur, avec les bâtiments susconstruits, verger, clôtures, circonstances, et dépendances; cette sureté additionnelle est pour assurer le dit Antoine Lasselle, ses heirs, et ayant cause à l'avenir, contre toutes prétentions des Sieurs Chenes, et de leurs héritiers à l'avenir, en vertu d'une substitution qu'on dit avoir été faite par le sieur Tetard, dit Forville, de la ditte terre susvendue à l'ainé des enfants mâles de la famille des dits Sieurs Chenes, et aussi contre une rente annuelle non rachetable de deux pounds, cours de la Nouvelle York, dont la ditte terre est chargée; le dit Pierre Chene, et ses dits freres, declarant par ses présentes, qu'ils entendent transférer la ditte substitution et la ditte vente, sur la terre que le dit Pierre Chene a dernièrement acquise du dit Joseph Serre, dit St. Jean, sise au Grand Marais, comme est dit cy-dessus. Au moyen de ce que dessus et des autres parts, les dits vendeurs ont de ce moment transporté, et par ces présentes transportent au dit acquéreur, ses heirs, et ayant cause à l'avenir, tous droits de propriété, noms, raisons, actions, et tous autres droits, que euxmêmes ou leurs descendants ont et pouvaient avoir à l'avenir; voulant et entendant que le dit acquéreur, ses heirs, et ayant cause à l'avenir, en jouissent, comme d'un bien justement acquis, et qu'il en soit mis en bonne possession et seigneurie, par qui et ainsi qu'il appartiendra, en vertu des présentes. Car ainsi sont convenues les parties de bonne foy, promettant, &c. obligeant, &c. renonçant, &c. Fait et passé double entre les parties au Detroit, dans le territoire de Michigan, le 9ème jour du mois de Juillet, mille huit cent six, et les parties ont signé et scellé en présence du temoins soussignés, après que lecture a été faite des présentes.

PIERRE CHENE. [L. s.]
TOUSSAINT CHENE. [L. s.]
GABRIEL CHENE. [L. s.]
ANTOINE LASSELLE. [L. s.]

Signé, scellé, et délivré, en présence de

HUBERT LACROIX,
TH. LECUVER.

TERRITORY OF MICHIGAN, *to wit:*

Personally appeared before me, the undersigned, one of the justices assigned to keep the peace in the district of Detroit, the above named Pierre Chene, Toussaint Chene, and Gabriel Chene, grantors, and Antoine Lasselle, Jun., grantee, and they all acknowledged the foregoing instrument of writing to be their free and voluntary act and deed, for the purposes therein contained, and that as such it may be recorded.

In testimony whereof I have hereunto set my hand and seal, at Detroit, the 9th day of July, 1806.

PETER AUDRAIN. [L. s.]

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 247; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 248. J. & F. LASSELLE.—The Board took into consideration the claim of Jacques and Francois Lasselle, to a tract of land on river Detroit; and the notice by them filed, on the 16th of July instant, was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, July 16, 1808.

Take notice that we now enter with the Commissioners of the Land Office at Detroit our claim to a tract of land, situate on river Detroit, containing two arpents in front by eighty arpents in depth, bounded in front by river Detroit, in rear by unconceded lands, on one side by Joseph Beaubien, and on the other side by Alexis D. Labadi. We claim and set up title by virtue of possession, occupancy, and improvements made by us or those from whom we derive title.

J. & F. LASSELLE.

This tract contains, by estimation, one hundred and sixty arpents, it being two arpents in front and eighty in depth, bounded in front by river Detroit, in rear by unconceded lands, above by lands claimed by Alexis Descontes Labadi, and below by lands claimed by Joseph Beaubien.

Whereupon, Alexis Descontes Labadi was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, many years previous to the 1st of July, 1796, Joseph Livernois was in possession and occupancy of the premises, and continued so until he sold to the claimants, who has possessed and tenanted the same since that time to this day. The claimants, in support of their claim, exhibited the following deed, to wit:

TERRITOIRE DE MICHIGAN, *District du Detroit:*

Par devant les temoins soussignés fut présent Joseph Livernois, habitant demeurant dans le district du Detroit, lequel a reconnu, et par ces présentes reconnoit avoir vendu, cédé, transporté, et délaissé, dès maintenant et à toujours, promet faire jouir et garantir de tous troubles, dons, douaires, dettes, hypothèques, évictions, aliénations, substitutions, et de tout empêchement généralement quelconque, à Messieurs Jacques et Francois Lasselle, négociants, demeurant dans le même district, à ce présent, et acceptant acquéreurs, pour eux, leurs hoirs, et ayant cause à l'avenir, une terre sise et située dans le district du Detroit, et territoire de Michigan, consistant en deux arpents de front sur quatre-vingt de profondeur, bornée par devant par la rivière du Detroit, et par derrière par les terres non-concedées, au nord-est par Alexis, dit Menche Labadi, et au sud-ouest par Joseph Beaubien, tel et ainsi que la ditte terre se poursuit et s'étend de toutes parts, y compris la maison et autres bâtimens susconstruits, verger, clôtures, &c. circonstances, et dépendances, sans par le dit vendeur en rien excepter, réserver, ny retenir, que les dits acquéreurs disent bien connoître, et dont ils sont contents et satisfaits.

Cette vente, cession, transport, et délaissement, ainsi fait pour et moyennant le prix et somme de sept cent pounds, cours de la Nouvelle York, égale à dix-sept cent cinquante piastres, monoye légale des Etats Unis, que le dit Joseph Livernois reconnoit avoir reçu des dits Messrs. Jacques et Francois Lasselle, lors et avant passation des présentes, les en tient quitté et déchargé, ainsi que tous autres. Au moyen de, ce le dit vendeur a de ce moment transporté, et par ces présentes transporte, aux dits acquéreurs, leurs hoirs, et ayant cause à l'avenir, tous et tels droits de propriété, noms, raisons, actions, et tous autres droits qu'il a et pouvait avoir sur la ditte terre, s'en démettant, et déssaisissant à leur profit, voulant et entendant qu'ils en soient mis en bonne possession et seigneurie, par qui et ainsi qu'il appartiendra, en vertu des présentes. Car ainsi, &c. &c.

Fait et passé au Detroit, le 27ème jour de Mars, A. D. 1806; et le dit Joseph Livernois a signé, et scellé, en présence de temoins, après lecture faite.

JOSEPH LIVERNOIS. [L. s.]

Signé, scellé, et délivré en présence de PH. LECUTER,
PETER AUDRAIN.

TERRITORY OF MICHIGAN, *District of Detroit, ss.*

Personally appeared before the undersigned, one of the justices assigned to keep the peace, in the district of Detroit, Joseph Livernois, the above grantor, and acknowledged the foregoing deed of bargain and sale to be his act and deed, for the purposes therein contained, and that as such it may be recorded.

In testimony whereof, I have hereunto set my hand, at Detroit, the 6th day of April, 1808.

PETER AUDRAIN, J. P. D. D.

TERRITORY OF MICHIGAN, *District of Detroit, ss.*

Be it remembered, that, on this day, the 7th day of April, 1808, personally appeared before me, the undersigned, one of the justices assigned to keep the peace in the said district of Detroit, Therese Livernois, wife of the said Joseph Livernois, the above grantor, and acknowledged that she freely consented to the foregoing sale, and that she now relinquishes all right of dower to the same.

In testimony whereof, I have hereunto set my hand, and affixed my seal, the day and year above written.

PETER AUDRAIN, J. P. D. D. [L. s.]

And thereupon it doth appear to the commissioners that the claimants are entitled to the above described tract of land, and that they have a certificate thereof, which certificate shall be No. 248; and that they cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to to-morrow, at nine o'clock in the forenoon.

FRIDAY, July 22, 1808.

The Board met at nine o'clock in the forenoon, pursuant to adjournment.

No. 249. FRANÇOIS BONOME.—The Board took into consideration the claim of François Bonome to a tract of land situate at the Pointe à Guinolet, on lake St. Clair, which was entered (by James and Francis Lasselle, thirty-fourth claim) with the former Commissioners of the Land Office at Detroit, in vol. 1, page 234, under the date of 27th November, 1805.

This tract contains, by estimation, about two hundred arpents; it being about five arpents in front by forty in depth, bounded in front by lake St. Clair, in rear by unconceded lands, on one side by lands claimed by Jean Baptiste Vernier, dit Ladouceur, and on the other side by lands claimed by Louis Réneau, Sen.: whereupon, Jean Batiste Vernier, dit Ladouceur, was brought forward as a witness in behalf of the claimant, who, being duly sworn,

deposed and said, that, previous to the 1st July, 1796, Pierre Bonome was in possession and occupancy of the premises, and continued so until he sold to the claimant, (6th June, 1801) who has possessed and tenanted the same since that time to this day. And thereupon, it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 249; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 250. NICHOLAS PATENAUE, JUN.—The Board took into consideration the claim of Nicholas Patenaue, Jun. to a tract of land situated at L'ance creuse, on lake St. Clair, and the notice by him filed on the 9th instant was read, in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, July 9, 1808.

Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim to a tract of land situate on lake St. Clair, containing four arpents in front by forty in depth, bounded in front by lake St. Clair, in rear by unconceded lands, on one side by Batiste Ladouceur, on the other side by Batiste Socier; I claim and set up title by virtue of possession, occupancy, and improvements, made by me, or those from whom I derive title.

NICHOLAS PATENAUE, his x mark.

Witness, PETER AUDRAIN.

This tract contains, by estimation, one hundred and sixty arpents, it being four arpents in front by forty in depth, bounded above by Batiste Ladouceur's lands, and below by lands claimed by Batiste Socier: whereupon, Jean Batiste Vernier, dit Ladouceur, was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, one François Ambroise Tremblé was in possession and occupancy of the premises, and continued so until he made a present of the same to the claimant, who has possessed and cultivated the same to this day, except during the year 1806. The claimant, in support of his claim, exhibited the following piece of writing, to wit:

Je, soussigné, François Ambroise Tremblé, déclare que j'ai fait, il y a plusieurs années, un don pur et simple d'une terre, à L'ance creuse, sur le lac St. Clair, contenant quatre arpents de front sur quarante de profondeur, bornée d'un côté, en haut, par Batiste Ladouceur, et en bas par Batiste Socier, à Nicholas Patenaue, fils, ses hoirs, et ayant cause, pour toujours; cette terre a été établie en 1795 par mon père, pour mon compte; et je consens et je prie les commissaires de confirmer le titre au dit Nicholas Patenaue, fils, promettant ne le jamais troubler dans cette possession, ny lui, ny ses hoirs, et ayant cause.

Fait au Detroit, le 9 Juillet, 1808.

FRANCOIS AMBROISE TREMBLE, sa x marque.

En présence de

PIERRE CHENE.

TERRITORY OF MICHIGAN, to wit:

Personally appeared before me, the undersigned, one of the Justices of the Peace for the District of Detroit, the above named François Ambroise Tremblé, who acknowledged the foregoing to be his act and deed for the purposes therein contained.

In testimony whereof, I have hereunto subscribed my name at Detroit, the 9th day of July, 1808.

Postponed.

PETER AUDRAIN, J. P. D. D.

And then the Board adjourned to Monday next, at nine o'clock in the forenoon.

MONDAY, July 25, 1808.

The Board met at nine o'clock in the forenoon, pursuant to adjournment.

No. 251. THE WIDOW AND THE HEIRS OF JAMES ABBOTT, Esq. deceased.—The Board took into consideration the claim of the widow and heirs of the late James Abbott, Esq. deceased, to a tract of land situate on Detroit river, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 257, under the date of 28th November, 1805.

This tract contains, by estimation, two thousand two hundred acres, it being fifteen acres in front by one hundred and fifty in depth, bounded in front by river Detroit, in rear by unconceded lands, below by the river à la Carrière, and above by unconceded lands: whereupon, James Havard was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, in the year 1785, he, the deponent, lived on the premises, as a tenant of the late James Abbott, deceased, for about one month, during which time he ploughed part of the land; that one Adam Brown, (a Wyandot Indian Chief) ordered the deponent to move off the premises; and the deponent not paying any attention to this order, the brother of the blind chief of the same nation came and ordered the deponent to quit the premises immediately, and that, if he did not do it with a good grace, he would compel him to do it. The deponent left the premises the next day. The deponent saith that there was at that time on the premises a field of about eight acres under fence, wherein one Whitaker had planted corn as a tenant of Mr. Abbott; that afterwards, the blind chief took possession of the premises, and planted corn on the same; that there was a house built, and some fruit trees planted thereon. The deponent further saith, that, if he had remained on the premises, he would have built a large house, and other necessary out-houses, agreeably to an agreement he had entered into with said Mr. Abbott.—Postponed.

And then the Board adjourned to to-morrow, at nine o'clock in the forenoon.

TUESDAY, July 26, 1808.

The Board met at nine o'clock in the forenoon, pursuant to adjournment; and there being no business, adjourned to to-morrow, at nine o'clock in the forenoon.

WEDNESDAY, July 27, 1808.

The Board met at nine o'clock in the forenoon, pursuant to adjournment.

No. 252. THE WIDOW AND HEIRS OF JOHN WRIGHT, deceased.—The Board took into consideration the claim of the widow and heirs of the late John Wright, deceased, to a tract of land situate on river St. Clair, and the notice filed by the widow and administratrix was read, in the words and figures following, to wit:

To PETER AUDRAIN, Register of the Land Office at Detroit.

SIR:

DETROIT, June 29, 1808.

Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim (as the widow and administratrix to the estate of my late husband, John Wright, deceased) to a tract of land situate on river St. Clair, containing, by estimation, one hundred and ninety arpents, it being four and three-fourths arpents in front by forty arpents in depth, bounded in front by river St. Clair, in rear by unconceded lands, on one side by lands claimed by William Thorn, and on the other side by lands claimed by James Robinson. I claim and set up title by virtue of a long possession, occupancy, and improvements, made by my late husband, and those from whom he derived title.

JOSEPH ROWE,

For the widow and administratrix of John Wright, deceased.

This tract contains, by estimation, one hundred and ninety arpents, it being four and three-quarter arpents in front by forty in depth, bounded in front by river St. Clair, in rear by unconceded lands, on one side by lands claimed by William Thorn, and on the other side by lands claimed by James Robinson.

Whereupon, George Meldrum was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, many years previous to the 1st July, 1796, the late John Wright, deceased, was in possession and occupancy of the premises, and continued so until his death, since which time his widow and children have occupied the same to this day. And thereupon, it doth appear to the commissioners, that the claimants are entitled to the above described tract of land, and that they have a certificate thereof, which certificate shall be No. 252; and that they cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

NO. 253. WILLIAM THORN, Sen.—The Board took into consideration the claim of William Thorn, Sen. to a tract of land situate on river St. Clair, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 40, under the date of 8th January, 1805.

This tract contains, by estimation, two hundred and ninety acres, it being seven and a quarter acres in front, more or less, by forty in depth, bounded in front by river St. Clair, in rear and south by lands claimed by Alexander Harrow, and north by lands claimed by the widow and heirs of John Wright, deceased: whereupon, George Meldrum was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that previous to the 1st July, 1796, the claimant was in possession and occupancy of the premises, and has continued so to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 253; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to to-morrow, at nine o'clock in the forenoon.

THURSDAY, July 28, 1805.

The Board met at nine o'clock in the forenoon, pursuant to adjournment; and there being no business, adjourned to to-morrow, at nine o'clock in the forenoon.

FRIDAY, July 29, 1805.

The Board met at nine o'clock in the forenoon, pursuant to adjournment.

The Board re-considered the claim of Nicholas Patenaude, Jun. (No. 250) which was postponed on the 22d inst. And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 250; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

NO. 254. JACOB VISGER, Esq.—The Board took into consideration the claim of Jacob Visger, Esq. as agent of William J. Teller, to a lot of ground situate on river Detroit, and the notice by him filed on the 30th June last, was read in the words and figures following, to wit:

To PETER AUDRAIN, Esq. Register of the Land Office at Detroit.

SIR:

Please take notice that I, as agent for William J. Teller, heir of the late Garret Teller, deceased, set up and make claim to a certain lot of ground, situate, lying, and being in the district of Detroit, containing two hundred and fifty feet on the side of the public road, and on the northeast side seventy-six feet, bounded by Robert Navarre, and on the southeast along the Detroit river, at low water mark, and on the southwest twenty-seven feet, bounded by Pierre Labadi, which I claim, as aforesaid, by virtue of a deed previous the 1st July, 1796.

JACOB VISGER, Agent for William J. Teller.

This lot of land contains, by estimation, two hundred and fifty feet, on the side of the public road, and on the northeast side seventy-six feet, bounded by land claimed by Robert Navarre, and on the southeast along the Detroit river, at low water mark, and on the southwest twenty-seven feet, bounded by land claimed by Pierre Labadi.

Whereupon, Major Jean Baptiste Cicot was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, one Amable St. Cosme, a gunsmith, was living on the premises as tenant, placed thereon, by the claimant, as agent of William Teller, and that he continued thereon about two years; that afterwards the claimant put an old man in the house, to take care of it; that some time after the house was blown down in a gale of wind; and that since that time, the premises have remained in the charge of the claimant. The deponent further saith, Jean Baptiste Couture purchased that lot from Porlier Benac, before Pierre Labadi purchased his farm adjoining said lot. The claimant, in support of his claim, exhibited the following deed, to wit:

Par devant Thomas Williams, écuyer, notaire au Detroit y résidant, fût présent Jean Baptiste Couture, lequel a reconnu, avoir de son bon gré, et sans aucun contrainte, vendu, cédé, quitté, transporté, et délaissé, des maintenant et à toujours, promet faire jouir et garantir de tous troubles, dons, dettes, douaires, évictions, substitutions, aliénations, hypothèques, et empêchement généralement quelconque, au Sieur Gerrit Teller, négociant, à ce présent et acceptant acquéreur, pour lui, ses hoirs, et ayant cause, un emplacement sis et situé au nord de la rivière du Detroit, contenant deux cent cinquante pieds de long sur le chemin du Roy, soixante et seize pieds de large au bout à l'est-nord-est, et vingt-sept pieds de large au bout à l'ouest-sud-ouest, (mesure de Paris) tenant du côté de l'est-nord-est à la terre de Robert Navarre, fils, et du côté du nord-nord-ouest, au chemin du Roy; du côté du sud-sud-est à la ditte rivière, et à l'ouest-sud-ouest à la terre de Pierre Labadi, le dit emplacement, ensemble les maisons et autres bâtiments, circonstances, et dépendances, et ainsi que le tout se poursuit, comporte, et s'étend de toutes parts et de fond en comble, sans par le dit vendeur en rien excepter, réserver, ni retenir. Cette vente ainsi faite aux clauses et conditions susdites et suivantes, des rentes et taxes, et droits seigneuriaux, envers sa Majesté, ou des servitudes accoutumées auxquelles peut-être sujet le dit emplacement; en outre pour et moyennant le prix et somme de deux cents pounds du cours de la Nouvelle York, cent livres de sucre sauvage, et quatre vingt dix livres de graisse, payable comme suit, savoir: cents pontes comptant, cents pontes dans le cours de May prochain, le sucre et graisse quand le dit couture en aura besoin. Pour sureté de quoy, et desquels payements, le dit emplacement, circonstances, et dépendances, resteront hypothéquées jusqu'à entière satisfaction et payements. Au moyen de quoy, et de tout ce que dessus, le dit vendeur a transporté et transporte au dit acquéreur, ses hoirs, et ayant cause, tous droits de propriété, ou autres qu'il a ou qu'il peut avoir prétendre ou demander en et sur le dit emplacement, maisons, et autres bâtiments, fonds, et tréfonds, et dont il s'est par ces présentes désaisti, démis, et dévêtu au nom et profit du dit acquéreur, ses hoirs, et ayant cause, voulant et entendant qu'il en soit mis en bonne et paisible possession et seigneurie; par qui et ainsi qu'il appartiendra en vertu des présentes. Et pour faire insinuer le présent contrat au greffe du Detroit, ou par tout ailleurs, ou besoin sera, les dites parties ont élu pour leur Procureur Général et spécial le porteur d'écrit, à qui ils donnent pouvoir d'en requérir acte. Car ainsi, &c. promettant, &c. obligeant, &c. renonçant, &c.

Fait et passé au Detroit l'an mil sept cent quatre vingt-trois, et le huit Octobre, et à le dit vendeur a déclaré ne savoir signer, mais pour le dit acquéreur il a signé avec nous notaire, lecture faite, présence du Sieur John Cassey et Jacques Campeau, fils, lesquels ont signé comme témoins, faute d'un second notaire.

JEAN BAPTISTE COUTURE, sa x marque.

JOHN CASEY,
JACQUES CAMPEAU.

T. WILLIAMS, Notaire

T. WILLIAMS, Greffier.

Enregistré au greffe du Detroit, en le registre No. 2, pages 311 et 314, par moy.

Postponed.

The Board reconsidered the third claim of James Baby, Esq. (No. 218.)

Whereupon, Antoine Jubainville was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, he was living on the farm of Major Jean Baptiste Cicot, with one Leclerc, on the southwest side of river Rouge; that, at that time, there was an old building on the premises now under consideration, with a shed for a calash, a well had been dug, and that there were pickets and rails round a piece of ground. The deponent further saith, that he always understood that the premises were in the possession of the said Jean Baptiste Cicot. Alexis Labadi, another witness, being duly sworn, deposed and said, that, previous to the 1st July, 1796, there was on the premises an old building used by Mr. Cicot to keep his hogs in; there was a shed for his calash, and a field of about one arpent, and one quarter of an arpent was fenced in, and that from that time to this day said Cicot had gradually increased his cultivation.—Postponed.

And then the Board adjourned to to-morrow, at nine in the forenoon.

SATURDAY, July 30, 1808.

The Board met at nine o'clock in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Monday next, at nine in the forenoon.

REUBEN ATTWATER,
PETER AUDRAIN,
JAMES ABBOTT.

DETROIT, July 30, 1808.

No. 9.

Transcript of the minutes of the proceedings of the Commissioners of the Land Office at Detroit, from the 1st day of August to the 31st day of same month, inclusively, 1808.

MONDAY, August 1, 1808.

The Board met at nine o'clock in the forenoon, pursuant to adjournment; and, there being no business, adjourned to to-morrow, at nine in the forenoon.

TUESDAY, August 2, 1808.

The Board met at nine o'clock in the forenoon, pursuant to adjournment.

The Board took into consideration the claim of Meldrum and Park to three tracts of land, situate in the district of Detroit, and the notice by them filed on the 22d July last was read, in the words and figures following, to wit:

TERRITORY OF MICHIGAN, District of Detroit:

TO PETER AUDRAIN, Esq. Register of the U. S. Land Office at Detroit, in the district and territory aforesaid.

SIR:

DETROIT, July 22, 1808.

We do hereby make entry and claim the following tracts of land in your district, to wit: 1st. one tract of about six hundred acres, situate on the north side of the river Raisins, and bounded in front by said river, on the west side by lands of James and François Lasselles, thence, running along river Raisins, until it strikes the shore on lake Erie, and bounded in rear by said lake, including a small island called — island.

2d. A tract lying and being at Grosse Pointe, bounded in front by lake St. Clair, on the southwest by Nicholas Patenaude, and on the northeast by the widow Crequi, running back forty acres.

3d. Also, one tract of improved land of about six hundred and forty acres, upon the north side of the said river St. Clair, of about twenty acres in front by thirty or thirty-one in depth, bounded on the south side by a small creek called Mill creek, and on the north by a certain other improved farm, belonging to the claimants.

FOR MELDRUM AND PARK,

GEORGE MELDRUM.

NO. 255. MELDRUM AND PARK.—The tract No. 3 contains, by estimation, about six hundred and forty acres, it being twenty acres in front by thirty or thirty-one in depth, is situate on the north side of river St. Clair, is bounded on the south side by a small creek, commonly called Mill creek, and on the north by lands claimed by the said claimants.

Whereupon, Jean Marie Beaubien, Esq. was brought forward as a witness in behalf of the claimants, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the claimants were in possession and occupancy of the premises; that, in the year 1790, apple trees were planted, houses were built, and a saw mill was erected, about three or four arpents were in cultivation, and that since the year 1796, to this day, the claimants have possessed and caused the premises to be occupied and cultivated without any interruption.—Postponed.

NO. 256. THE HEIRS OF WILLIAM M'COMB, deceased.—The Board took into consideration the fourth claim of the heirs of the late William M'Comb, deceased, to wit, John, William, and David M'Comb, to an island called Hog island, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 354, under the date of the 2d of December, 1805. This island contains, by estimation, seven hundred and four acres, is situate in the strait, about three miles above the city of Detroit.

Whereupon, George Meldrum was brought forward as a witness in behalf of the claimants, who, being duly sworn, deposed and said, that, in the year 1793, the late William M'Comb was in possession and occupancy of the premises, and continued so until he died, since which time to this day the premises have been cultivated by tenants placed thereon by one of the executors of the last will and testament of the said William M'Comb.—Postponed.

NO. 257. THE HEIRS OF WILLIAM M'COMB, deceased.—The Board took into consideration the twelfth claim of the heirs of the late William M'Comb, deceased, to wit, John, William, and David M'Comb, to a tract of land situate on river Detroit, at a place called Grand Marais, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 354, under the date of 2d December, 1805. This tract contains, by estimation, one hundred and sixty arpents, it being four arpents in front by forty in depth; bounded in front by river Detroit, in rear by unconceded lands, northeast by lands now claimed by Pierre Chene, and southwest by lands claimed by Charles Chovin, Sen.

Whereupon, George Meldrum was brought forward as a witness in behalf of the claimants, who, being duly sworn, deposed and said, that, the late William M'Comb was in possession and tenanted the premises from the year 1783 until he died, since which time, to this day, one of the executors of the last will and testament of the said William M'Comb has caused the premises to be kept in constant cultivation, by tenants placed thereon by him.—Postponed.

NO. 258. GREGOR MCGREGOR.—The Board took into consideration the claim of Gregor McGregor to a tract of land situate at Grosse Pointe on lake St. Clair, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 2, page 36, under the date of 14th February, 1805. This tract contains, by estimation, two hundred and forty acres, it being six acres in front by forty in depth; bounded in front by lake St. Clair, in rear by unconceded lands, northeast by lands claimed by Alexander Grant, and southwest by lands claimed by Mrs. Reame.

Whereupon, George Meldrum was brought forward as a witness in behalf of the claimants, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the claimant was in possession of the premises, and tenanted the same, and has continued so to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 258; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 218. JAMES BABY, reconsidered.—The Board reconsidered the claim of James Baby, Esq. (No. 218;) whereupon Thomas Smith, Esq. was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, Jean Batiste Cicot had a small house, or a hog-pen, and he believed a well, on the premises; that Major Cicot has always been in possession from that time, and that he knows of no person having claim to the premises except Baby; and that Mr. Baby, or some one of the family, claimed the said tract of land by virtue of an Indian deed. At this time Jean Batiste Cicot owned a farm on the opposite side of the river, on which he or some one of his family lived.

Question by Sol. Sibley.—Did you consider the improvements thus made by Cicot as a convenience or as a distinct improvement, having no connexion with the farm or ferry?

Answer.—I think it was both for improvement and convenience.

The deponent doth not recollect that Cicot ever told him, previous to the year 1796, that he had any claim to the land in question. The deponent, at the request of Mr. Baby, surveyed the land eight or nine years ago, and Cicot furnished the hands to help him to survey; that, at that time, there was the same improvements as existed previous to 1796, that is, a shed for horses; that there was not at the time of the survey any fields or enclosures, but that there was a kind of *abbatis* or brush fence, between this land and the land, of the Northwest Company, made by Cicot, as he understood from Mr. Cicot. He further saith that, at the time of the survey, he does not believe that any field or enclosures had been made on the tract in question. For the caveat entered by Jean Batiste Delille against this claim, see page 387.—Postponed.

And then the Board adjourned to to-morrow, at nine o'clock in the forenoon.

WEDNESDAY, August 3, 1808.

The Board met at nine in the forenoon, pursuant to adjournment.

The Board re-considered the twelfth claim of John, William, and David McComb, (No. 257,) which was postponed yesterday for consideration.

And thereupon it doth appear to the commissioners that the claimants are entitled to the said tract of land, and that they have a certificate thereof, which certificate shall be No. 257; and that they cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to to-morrow, at nine in the forenoon.

THURSDAY, August 4, 1808.

The Board met at nine o'clock in the forenoon, pursuant to adjournment.

No. 259. THE WIDOW AND HEIRS OF ISAAC GANIER, deceased.—The Board took into consideration the claim of the widow and heirs of Isaac Ganier, deceased, to a tract of land situate on river Rouge, and the notice by them filed with the Register of the Land Office, on the 6th of July last, was read in the words and figures following, to wit:

TO PETER AUDRAIN, Register of the Land Office at Detroit.

SIR:

DETROIT, 6th July, 1808.

Take notice, that I now enter with the Commissioners of the Land Office at Detroit my claim to a tract of land, situate on river Rouge, containing two acres in front by forty in depth, bounded in front by river Rouge, in rear by unlocated lands, on one side by the land of Capt. Nelson, on the other by lands of John Shaw. I claim and set up title for myself and my children, by virtue of possession and occupancy, and improvements made by me or those from whom I derive title.

Widow of GANIER, her \times mark,
for self and her children.

This tract contains, by estimation, eighty acres, it being two acres in front by forty in depth, bounded in front by river Rouge, in rear by unconceded lands, above by lands claimed by Capt. Nelson, and below by lands claimed by John Shaw.

Whereupon, James May, Esquire, was brought forward as a witness in behalf of the claimants, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, Robert Gowie was in possession and occupancy of the premises, and continued so until he sold to John Shaw, who sold to the late Isaac Ganier, deceased, who occupied the same until he died, since which time, the widow and children have occupied and cultivated the same to this day. The claimants, in support of their claim, exhibited the following deed, viz:

TERRITOIRE DE MICHIGAN, *Distric du Detroit*:

Par devant le témoin soussigné fut présent John Shaw, du district du Detroit, lequel a reconnu avoir vendu, cédé, transporté, et délaissé, des maintenant et à toujours, promet faire jouir et garantir de tous troubles, dons, douaires, hypothèques, et de tout empêchement généralement quelconque, (excepté les droits du Gouvernement des Etats Unis,) à Isaac Ganier, tonnellier, demeurant au Detroit, à ce présent acceptant, pour lui, ses hoirs, et ayant cause à l'avenir, deux acres de terre, sise et située sur la rivière Rouge, dans le Detroit, et territoire de Michigan, sur quarante acres de profondeur; bornée devant par la ditte rivière Rouge, en haut par la terre du Capitaine Jonathan Nelson, et en bas par la terre du dit vendeur, ensemble les bâtiments susconstruits, etc., lesquels deux acres sont partie d'une plantation de quatre acres de front sur quarante de profondeur, achetée par le dit John Shaw de Robert Gowie, par contrat passé au Detroit, le 25 Avril, 1800, enregistré au greffe du Detroit, dans le livre No. 1, page 405; tel et ainsi que les deux acres se poursuivent et comportent de toutes parts, circonstances, et dépendances, que le dit acquéreur dit bien connoître, et dont il est content et satisfait.

Cette vente, cession, transport, et délaissement, ainsi fait pour et en échange d'une maison et lot sise et située sur la commune du Detroit, communément appelée domaine, par contrat passé ce jour, et exécuté par le dit Isaac Ganier au dit John Shaw. Au moyen de quoy, le dit John Shaw a de ce moment transporté, et par ces présentes transporte au dit Isaac Ganier, ses hoirs, et ayant cause à l'avenir, tous et tels droits de propriété, noms, raisons, actions, et tous autres droits, qu'il a et pouvoit avoir sur les dits deux acres susdendus, voulant et entendant qu'il en soit mis en bonne possession et seigneurie, par qui et ainsi qu'il appartiendra, en vertu des présentes.

Fait et passé au Detroit, le vingtième jour du mois de Mars, en l'an de notre Seigneur mil huit cent six; et le dit John Shaw a signé et scellé après lecture faite.

JOHN SHAW. (L. s.)

Signé et délivré en présence de

PETER AUDRAIN, J. P. D. D.

And thereupon it doth appear to the commissioners that the claimants are entitled to the above described tract of land, and that they have a certificate thereof, which certificate shall be No. 259; and that they cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 260. ELIJAH BRUSH.—The Board took into consideration the claim of Elijah Brush, Esq. to a tract of land situate at a place called Prairie Ronde, near the river Rouge, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 419, under the date of the 14th December, 1805.

This tract contains, by estimation, four hundred acres, it being five acres in front by eighty in depth; bounded in front by lands claimed by Matthew Ernest and John Harvey at the distance of forty acres from river Detroit, south-

west by lands claimed by Joseph Livernois, and northeast by lands claimed, formerly by Matthew Ernest, and in rear by unlocated lands.

Whereupon, Louis Barthe was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, about seventeen years ago, he, the deponent, lived on the premises, and remained thereon eight years as agent of Mr. John Askin; and that, during that time, he caused a house to be built, and about twenty acres cultivated and under fence; that after he left the premises, Mr. Askin placed thereon a negro man called Ben, who remained thereon until Mr. Askin sold to claimant. Alexis Descontes Labadi, being also sworn, deposed and said, that the premises have always been cultivated and under fence, and are now so, and taken care of by Joseph Livernois.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 260; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 261. THE WIDOW AND HEIRS OF JEAN BATISTE CREQUI, deceased.—The Board took into consideration the claim of the widow and heirs of JEAN BATISTE CREQUI, deceased, to a tract of land situate on lake St. Clair, and the notice by them filed this day was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

Sir:

DETROIT, August 4, 1808.

Take notice that I now enter with the Commissioners of the Land Office at Detroit, my claim, for myself and my children, to a tract of land situate on lake St. Clair, containing one arpent in front by forty in depth; bounded in front by lake St. Clair, in rear by unceded lands, on one side by Joseph Ellair, and on the other side by Meldrum and Park. I claim and set up title, by virtue of possession and occupancy, and improvements made by me on those from whom I derive title.

MADELEINE, widow of Jean Batiste Crequi, her \times mark,
for self and her children.

This tract contains, by estimation, forty arpents, it being one arpent in front by forty in depth; bounded in front by lake St. Clair, in rear by unceded lands, on one side by lands claimed by Meldrum and Park, and on the other side by lands claimed by Joseph Ellair.

Whereupon, George Meldrum was brought forward as a witness in behalf of the claimants, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the claimants were in possession and occupancy of the premises, and have cultivated the same to this day, without any interruption.

And thereupon it doth appear to the commissioners that the claimants are entitled to the above described tract of land, and that they have a certificate thereof, which certificate shall be No. 261; and that they cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 262. MELDRUM AND PARK.—The Board took into consideration the claim of Meldrum and Park to a tract of land situate on lake St. Clair, and the notice by them filed this day was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

Sir:

DETROIT, August 4, 1808.

Take notice that we now enter with the Commissioners of the Land Office at Detroit, our claim to a tract of land situate on lake St. Clair, containing two arpents in front by forty in depth; bounded in front by lake St. Clair, in rear by unceded lands, on one side by lands claimed by widow Crequi and children, and on the other side by Nicholas Patenaude. We claim and set up title by virtue of possession, occupancy, and improvements made by us or those from whom we derive title.

FOR MELDRUM AND PARK,
GEORGE MELDRUM.

This tract contains, by estimation, eighty arpents, it being two arpents in front by forty in depth, bounded in front by lake St. Clair, in rear by unceded lands, on one side by lands claimed by widow Crequi and children, and on the other side by lands claimed by Nicholas Patenaude.

Whereupon, widow Crequi was brought forward as a witness in behalf of the claimants, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the claimants were in possession and occupancy of the premises, and have continued so to this day, by causing the same to be constantly cultivated.

And thereupon it doth appear to the commissioners that the claimants are entitled to the above described tract of land, and that they have a certificate thereof, which certificate shall be No. 262; and that they cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And the Board adjourned to to-morrow at nine in the forenoon.

FRIDAY, August 5, 1808.

The Board met at nine o'clock in the forenoon, pursuant to adjournment.

The Board reconsidered the claim of James Baby, Esq. (No. 218.)

Whereupon, John Cissne was brought forward as a witness for Jean Batiste Delille, (in support of the caveat entered by him 2d August instant,) who, being duly sworn, deposed and said, that there was a shed and a hog-pen erected opposite the house of Cicot, but does not remember whether it was previous to 1796, or after; that the shed was made of four poles stuck into the ground with cross sticks on the top, and straw put over the same; that the hog-pen was small, and made apparently for the purpose of fattening hogs; that in the year 1798, or 1799, there was no fence or enclosures made on the premises, and that the year after a fence was put up on part of it. The deponent further saith that the shed was built for the purpose of putting a calash under it, as there was not then any flat to cross the river in, but only a canoe.

Joseph Baron, sen. being sworn, deposed and said, that, before and after the arrival of the Americans, he has mowed hay on the tract of land in question, without ever having asked the permission of any person; that, he never saw any enclosures previous to the arrival of the Americans, but that he has seen some since; that six or seven years ago Major Cicot prevented him chopping firewood, saying that the land was his, and he had it by exchange from Mr. Baby.

Louis Leferté, sen. being sworn, deposed and said, that, previous to the arrival of the Americans, he had permission of the late Duperron Baby, deceased, father to the claimant, to cut on the premises what hay he wanted, and that, since the Americans have been here, he has cut hay with the permission of Francis and James Baby, and during the time he was cutting, he saw no buildings or enclosures on the premises.

Jean Batiste Lebeau being sworn, deposed and said, that, about thirteen or fourteen years ago, he saw a shed for a calash, and a small enclosure round it of about three or four pannels of fence.

Jean Batiste Dufour being sworn, deposed and said, that, previous to the 1st of July, 1796, there was on the premises a shed for a calash, and a small house in decay, with about three quarters of an arpent enclosed, but under no cultivation.

Antoine Lefranc, being sworn, deposed and said, that, previous to the 1st of July, 1796, there was a shed for a calash, and a small house without a chimney, with about an arpent, and perhaps a little more, enclosed.

Pierre Leblanc, being sworn, gave the same evidence as Antoine Lefranc.

François Gobeye, being sworn, deposed and said, that, previous to the arrival of the Americans, he cut his hay on the premises without the permission of any body.

And then the Board adjourned to to-morrow, at nine o'clock in the forenoon.

SATURDAY, August 6.

The Board met at nine o'clock in the forenoon, pursuant to adjournment.

The Board reconsidered the claim of James Baby, Esq. (No. 218.)

Charles Chovin, being sworn, deposed and said, that, previous to the arrival of the Americans, he cut hay on the premises without permission, but has not cut any since; that he saw a shed for a calash made of four posts, and covered with straw, but doth not know whether it was previous to the Americans coming to this country, or after; that when he, the deponent, helped Delille to cart his rails, he saw rails spread on the ground here and there, two or three in one place prepared for a fence, as he was told by Major Cicot.

Alexis Delille, being sworn, deposed and said, that, to the best of his knowledge, in 1798, or 1799, that part of the premises next to the lands of the Northwest Company was vacant; that, in the year following, Major Cicot enclosed a small field opposite to his farm; that, at that time Major Cicot employed the deponent to go and purchase of Mr. Baby the whole tract, and that it should be divided between Cicot and the deponent; that between six and seven years ago, Jean Baptiste Delille, brother to the deponent, began to improve and cultivate that part of the tract on which he now lives, and that, previous to that time, no improvements had been made thereon before.

Bernard Campeau, being sworn, deposed and said, that he never saw any improvements on the premises previous to the 1st of July, 1796; that, in the year 1797, he went and lived on the opposite side of the river Rouge, and had a full view of the premises in question; that there was on the premises, previous to the arrival of the Americans, a shed for a calash, a kind of a hog-pen, with three or four pannels of fence around it; that he himself, and several of his neighbors on the opposite side of the river, were in the habit of erecting similar sheds and pens on the Detroit side of the river, for the convenience of their farms on the other side; that it is about ten years since Mr. Cicot began to improve, enclose, and cultivate the land in question; that when he, the deponent, went to live on said river, the general opinion was that Mr. Baby was the owner of the premises; and that, one year after he came to the said river, Major Cicot told him that the land was his, as he had got it from Baby by exchange. The deponent further saith that the report was, that Baby had got the land by virtue of an Indian deed.

Antoine Baron, being sworn, deposed and said, that, previous to the arrival of the Americans, he never saw any improvements on the premises; that, to the best of his knowledge, Major Cicot began to improve and cultivate the premises about eight or nine years ago; that from 1795, to this day, he was in the habit of coming often to Detroit, and always crossed the river Rouge at Cicot's ferry, and that, previous to the time he mentioned, he never saw any improvements on the premises.—Postponed.

And then the Board adjourned to Monday next, at nine o'clock in the forenoon.

MONDAY, August 8, 1808.

The Board met at nine o'clock in the forenoon, pursuant to adjournment, and there being no business, adjourned to to-morrow at nine in the forenoon.

TUESDAY, August 9, 1808.

The Board met at nine o'clock in the forenoon, pursuant to adjournment.

The Board reconsidered the claim of James Baby (Esq. No. 218.)

Widow Marie Anne André, being sworn, deposed and said, that, between fourteen and fifteen years ago she was living on the river Rouge on a farm now occupied by Charles Labadi, and that, at that time, there was on the premises in question a shed for a calash, and a small field enclosed, and in cultivation, as also a small building in which Major Cicot kept his hogs, and occasionally put his horse.

Angelique Bourassa, being sworn; deposed and said, that, about fourteen or fifteen years ago, she was living on river Raisins, and, in coming to Detroit to get one of her children christened, she crossed river Rouge from the farm of Major Cicot, where one Leclerc was then living as a tenant, and that she perfectly recollects to have seen on the premises in question a shed for a calash, and a small building erected; and that at a little distance she saw a small field enclosed, and cultivated, in which there were pumpkins, and some Indian corn.—Postponed.

And then the Board adjourned to to-morrow at nine in the forenoon.

WEDNESDAY, August 10, 1808.

The Board met at nine in the forenoon pursuant to adjournment.

No. 263. W. CONNER.—The Board took into consideration the claim of William Conner to a tract of land situate on river Huron, on the north side of said river, and the notice by him filed this day was read in the words and figures following, to wit:

TERRITORY OF MICHIGAN:

To the Register of the United States Land Office at Detroit in the territory aforesaid.

SIR:

DETROIT, August 10, 1808.

You will please take notice, and enter in your office my claim to a tract of land of twelve acres in front by fifty in depth, situate on the north side of river Huron in said district, bounded on the upper side by the lands of John Askin, Jun. and on the lower by those of James Conner, in front by the river, and in rear by the lands of the United States, being, in all, about six hundred acres, which I hold and claim by virtue of a long and uninterrupted possession and improvement.

E. BRUSH,

Attorney for Wm. Conner.

This tract contains, by estimation, six hundred acres, it being twelve acres in front by fifty in depth, bounded in front by river Huron, in rear by unconceded lands, on the upper side by lands claimed by John Askin, Jun. and below by lands claimed by James Conner.

Whereupon, Jacob Baker was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, about thirteen or fourteen years ago, he was on river Huron, and saw some improvements made on the premises, to wit: a fence around, about one and a half acre, but there was no land cultivated; some brush was cut down by way of clearing; the deponent understood then that those improvements were made for William Conner.

James Conner, another witness, being sworn, deposed and said, that, about thirteen years ago, this tract of land was given to the claimant by his father; that he, the deponent, then did, with the help of his brothers, cut down timber, and erected a small house on the premises; that two years after, on his return from the Indian country, he saw about two acres of land under fence; and that, about four years ago, he, the deponent, took possession, under his brother, of the said tract of land, and has continued to this day.—Postponed.

Caveat of Jean Baptiste Delille, against the claim of James Baby, Esq. (No. 218.) filed 2d of August, as follows, to wit:

To the Commissioners of the United States Land Office, at Detroit, in the District of Detroit.

John Baptiste Delille comes before the said commissioners and enters his caveat against the claim of James Baby to so much of a certain tract of land situated on the west side of river Rouge, and lying in a bend of the said river Rouge, between a lot owned by the Northwest Company and the lands of James McGill, being, by estimation, about three hundred acres, "as in the notice filed with the Register of the said Land Office is described and set forth, as he, the said John Baptiste Delille, has occupied and improved for his own benefit, and at his own expenses and charges, to wit: seven acres in front upon said river Rouge, and extending back at right angles therefrom, to the

line of said McGill, bounded on the upper side by lands improved by Pierre Riopel, and on the other side by lands improved by Jean Baptiste Cicot; because the said John Baptist Delille saith that he commenced his improvements upon said tract of land more than six years past, and has continued to improve and occupy the same, in his own right, to this day, and that he has made valuable improvements upon said tract of land in houses, buildings, and fences, and that he is the head of a family; and, by the provision of the third section of an act entitled "An act, supplemental to an act regulating the grants of land in the territory of Michigan," he, the said John Baptiste Delille, is entitled to a preference in becoming the purchaser of said tract of land so by him occupied and improved, as above set forth, in pursuance of the said section; therefore, the said John Baptiste Delille prays time may be granted him for a hearing before said commissioners, and that he may have the privileges of subpoenas for witnesses, by which to show his own right, as well as disprove the right and pretensions of said James Baby to said tract of land, &c.

FOR JOHN BATISTE DELILLE,

SOL. SIBLEY, *Attorney.*

DETROIT, August 2, 1808.

And then the Board adjourned to to-morrow, nine in the forenoon.

THURSDAY, August 11, 1808.

The Board met at nine o'clock in the forenoon, pursuant to adjournment.

No. 264. ISAAC TODD.—The Board took into consideration the fifth claim of Isaac Todd to a lot of ground at Grand Marais, on river Detroit, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 123, under the date of the 19th of November, 1805.

This tract contains nearly five acres square, bounded northeast by lands claimed by Gabriel St. Obin, in front by river Detroit, in rear and southwest by the heirs of Cardinal.

Whereupon, Louis Barthe was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st of July, 1796, John Askin, Esq. possessed and tenanted the premises, and continued so until he sold to the claimant, who has tenanted the same to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described lot of ground, and that he have a certificate thereof, which certificate shall be No. 264; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 265. JAMES MCGILL.—The Board took into consideration the fourth claim of James McGill, to a lot of ground on the northeast side of the town of Detroit, which was entered with the former Commissioners of the Land Office at Detroit in vol. 1, page 134, under the date of 19th of November, 1805. This lot contains, by estimation, thirteen thousand five hundred feet, French measure, it being forty-five feet in front, by three hundred in depth; bounded in front by river Detroit, in rear and northeast by land claimed by the heirs of the late Francois Gouin, and on the southwest by lands claimed by Antoine Dequindre, Esquire.

Whereupon, Louis Barthe was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st of July, 1796, John Askin, Esq. possessed and tenanted the premises, and continued so until he sold to the claimant, who has tenanted the same to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described lot of ground, and that he have a certificate thereof, which certificate shall be No. 265; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 266. ISAAC TODD.—The Board took into consideration the fourth claim of Isaac Todd to a tract of land on Prairie Ronde, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 124, under the date of 19th of November, 1805. This tract contains, by estimation, four hundred and twenty arpents, it being six arpents in front by seventy in depth, bounded in front by the rear of lands claimed by the claimant, and by the wind mill lands, on the northeast by lands claimed by Joseph Livernois, and on the southwest by lands claimed by James McGill: whereupon, Joseph Livernois was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st of July, 1796, John Askin, Esq. was in possession and tenanted the premises, and continued so until 1801; that the deponent has cultivated the premises these two years past; and that, since Mr. Askin left the premises, he has always kept the fences in repair.

Joseph Chamberlain, being sworn, deposed and said, that he lived on the premises, in 1801, as a tenant of Mr. Askin, and that one Coleman tenanted the same the year following.—Postponed.

No. 267. ISAAC TODD.—The Board took into consideration the first claim of Isaac Todd to a tract of land on river Detroit, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 124, under the date of 19th of November, 1805. This tract contains, by estimation, three hundred and fifty arpents, being seven arpents in front by fifty in depth; bounded in front by river Detroit, and in rear, northeast, and southwest, by lands claimed by James McGill; whereupon, Jacob Visger was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the year 1796, John Askin, Esq. was in possession and tenanted the premises, and cultivated the lands, by causing ditches to be cut, and a bridge to be erected, for the purpose of making meadow land; as the ground does not admit of any other cultivation, the premises have always been used as meadows, without any enclosures.—Postponed.

No. 268. ISAAC TODD.—The Board took into consideration the second claim of Isaac Todd, to a tract of land on river Detroit, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 124, under the date of 19th of November, 1805. This tract contains, by estimation, three hundred arpents, it being six arpents in front by fifty in depth; bounded in front by the river Detroit, in rear by lands claimed by Joseph Livernois, southwest by lands claimed by James McGill, and northeast by lands claimed by Louis Barthe; whereupon, Joseph Livernois was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st of July, 1796, John Askin, Esq. was in possession and occupancy of the premises; that there were no improvements thereon, and that Mr. Askin always made use of it for pasture, and for cutting fire wood and hay; the land is sandy, wet, and unfit for cultivation.—Postponed.

No. 269. ISAAC TODD.—The Board took into consideration the third claim of Isaac Todd, to a tract of land situate on river Detroit, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 124, under the date of 19th of November, 1805. This tract contains, by estimation, seventy-six arpents, it being two arpents in front by thirty-eight in depth; is bounded in front by what is called the wind mill lands, at the distance of twelve arpents from the river Detroit, in rear by lands claimed by Livernois and Barthe, northeast by lands claimed by John Harvey, and southwest by lands claimed by the claimant; whereupon, Joseph Livernois was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st of July, 1796, John Askin, Esq. was in possession and occupancy of the premises; that there are no improvements thereon; and that Mr. Askin always made use of it for pasture, and for cutting fire wood and hay; the land is sandy, wet, and unfit for cultivation.—Postponed.

No. 270. JAMES MCGILL.—The Board took into consideration the second claim of James McGill, to a tract of land situate on river Detroit, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 124, under the date of 19th of November, 1805. This tract contains, by estimation, three hundred arpents, it being six arpents in front by fifty in depth, bounded in front by river Detroit, northeast and southwest by lands claimed by Isaac Todd, and in rear by lands claimed by the claimant; whereupon, Jacob Visger, Esq. was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that the premises were improved a long time before 1796, but doth know that no improvements have been made since that time, nor is there any on the premises at present; the land is only fit for producing fire wood and hay.—Postponed.

No. 271. JOHN ASKIN, Esq.—The Board took into consideration the claim of John Askin, Esq. to a lot of ground on river Detroit, and the notice by him filed was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

AUGUST 11, 1808.

John Askin, Sen. claims an acre of ground, on which there was formerly a house and garden; its situation at what is called the race ground, and bordering on the Detroit river; bounded northeast by John Harvey, and in the rear by the same, and on the southwest by what is called the wind mill lands, claimed by

JOHN ASKIN.

This lot of ground contains one square acre, bounded in front by river Detroit, northeast and rear by John Harvey, southwest by what is called the wind mill lands.

Whereupon, Alexis Labadi was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st of July, 1796, the claimant was in possession of the premises, and that, in 1797 or 1798, the house was demolished, and that, since that time, has remained open, and used as a pasture.

—Postponed.

The Board reconsidered the claim of Jacob Visger, Esq., as agent of William Teller. (No. 254,) which was postponed the 29th of July last.

Whereupon, Alexis Labadi was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that Jean Batiste Couture, the father, lived on this lot of ground before Pierre Labadi purchased the farm on which he now lives at least three or four years; that, five or six years ago, the house was blown down.

Jacob Visger, Esq. being sworn, deposed and said, that, after the house was blown down, the heirs of William Teller requested him to keep possession of the premises; and that he has kept possession from that time to this day.

And then the Board adjourned to to-morrow, at nine in the forenoon.

FRIDAY, August 12, 1808.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to to-morrow, at twelve o'clock at noon.

SATURDAY, August 13, 1808.

The Board met at twelve o'clock at noon, pursuant to adjournment.

NO. 272. THE HEIRS OF WILLIAM ROBERTSON, deceased.—The Board took into consideration the claim of the heirs of the late William Robertson, deceased, to a tract of land, situate on lake St. Clair; and the notice filed by E. Brush, their attorney, on the 10th of August instant, was read in the words and figures following, to wit:

TERRITORY OF MICHIGAN:

To the Register of the United States' Land Office at Detroit, in the territory aforesaid.

SIR:

DETROIT, August 10, 1808.

You will please take notice that I enter and claim for the heirs of William Robertson, deceased, a certain tract of land, of three acres in front and rear by one hundred in depth, situate on lake St. Clair, and bounded in front by said lake, on the northeast by lands now claimed by — St. Bernard, and on the southwest by Francois Tremble, in the rear by the lands of the United States, which is held and claimed by virtue of a long and uninterrupted possession and improvement by the ancestor of the claimants.

E. BRUSH.

Attorney for the heirs of William Robertson.

This tract contains, by estimation, three hundred acres, it being three acres in front, by one hundred in depth, bounded in front by lake St. Clair, in rear by unconceded lands, northeast by lands claimed by — St. Bernard, southwest by Francois Tremble.

Whereupon, William Grosbeck was brought forward as a witness in behalf of the claimants, who, being duly sworn, deposed and said, that the premises above described are part of a tract which he, the deponent, purchased formerly from the Indians, and which he afterwards sold to the late William Robertson, by deed of indenture, executed on the 15th of January, 1796, (was entered with the former Commissioners of the Land Office at Detroit, in book No. 2, page 111, under the date of the 20th of February, 1805,) before which last conveyance, and soon after he purchased from the Indians, in the year 1780, he, the deponent, made the first improvements on the premises, by putting tenants on it, who remained thereon three or four years; after which, he agreed to sell this tract to George Baker, now deceased, for the sum of one hundred pounds, but no writing passed between them; that Baker continued on the land several years, but failed in making any payments; that Baker afterwards sold his improvements to one L'Esperance, as the deponent was informed; the deponent was further informed by Baker that L'Esperance was to pay to him, the deponent, the one hundred pounds. The deponent further saith, that, about three years ago, he found this tract of land vacant, and, by the permission of Jean Batiste Marsac, (who now claims it) and also by the permission of the late William Robertson's agent, he went to live on it, and has continued so until this day, without paying rent to either party.—Postponed.

NO. 273. NICHOLAS PATENODE, SEN.—The Board took into consideration the claim of Nicholas Patenode, senior, to a tract of land on lake St. Clair; and the notice by him filed this day was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, August 13, 1808.

Please take notice that I claim title to a tract of land, in the district of Detroit, situate, lying, and being on the northeast side of lake St. Clair, containing, by estimation, twenty-four arpents, it being three arpents in front by about eight in depth, bounded in front by lake St. Clair, in rear by unlocated lands, on the southwest by lands claimed by Robinson and Martin, and on the northeast by lands claimed by Meldrum and Park. I claim title by virtue of possession, occupancy, and improvements made by me in 1758, and continued to this date.

NICHOLAS PATENODE, his \times mark.

Witness, C. CLEMENS.

This tract contains, by estimation, twenty-four arpents, it being three arpents in front by eight in depth, bounded in front by lake St. Clair, in rear by unlocated lands, southwest by Robinson and Martin, northeast by Meldrum and Park.

Whereupon, Michael Monet was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, for at least thirty years past, the claimant has possessed and occupied the premises to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 273; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to Monday next, at eight in the forenoon.

MONDAY, August 15, 1808.

The Board met at eight o'clock in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Wednesday next, at eight in the forenoon.

WEDNESDAY, August 17, 1808.

The Board met at eight o'clock in the forenoon, pursuant to adjournment; and, there being no business, adjourned to to-morrow, at eight in the forenoon.

The Board met at eight o'clock in the forenoon, pursuant to adjournment.

The Board reconsidered the claim of the heirs of William Robertson, deceased, (No. 272,) which was postponed on Thursday the 13th instant.

Whereupon, Louis Billou, dit L'Esperance, a witness, being duly sworn, deposed and said, that, about nineteen years ago, he, the deponent, purchased of Jacob Baker the improvements which he had made on the premises under consideration, for fifty-five pounds, New York currency, which he paid said Baker, but that he never assumed and promised to pay to William Robertson, nor William Grosbeck, nor any body else, any further sum of money for the account of Baker; that, at the time the deponent took possession of the premises, there was a very small hut in bad order, and about one and a half arpents enclosed and cultivated; and the deponent acknowledges to have received of Jean Baptiste Marsac a full consideration for the premises, to wit, a plantation which he has received in exchange, situate on the British side of river Detroit, on which he now lives.

And then the Board adjourned to to-morrow, at eight in the forenoon.

THURSDAY, August 18, 1808.

The Board met at eight o'clock in the forenoon, pursuant to adjournment.

No. 274. THOMAS KNAGGS.—The Board took into consideration the claim of Thomas Knaggs to a tract of land on the north side of river Raisins, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 73, under the date of January 14, 1805.

This tract contains, by estimation, three hundred and sixty arpents, it being three arpents in front by one hundred and twenty in depth, bounded in front by river Raisins, in rear by unconceded lands, east by lands claimed by Whitmore Knaggs, and west by lands claimed by Joseph Chene.

Whereupon, Antoine Boulard was brought forward as a witness in behalf of the claimant, who, being sworn, deposed and said, that, previous to the 1st July, 1796, the claimant was in possession and occupancy of the premises, and has continued so to this day without any interruption.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 274; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 275. JAMES KNAGGS.—The Board took into consideration the claim of James Knaggs to a tract of land, situate on river Raisins; and the notice by him filed this day was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, August 19, 1808.

Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim to a tract of land, situate on the south side of river Raisins, containing two and one-fourth arpents in front by forty in depth, bounded in front and north by said river Raisins, in rear by unlocated lands, on one side by the farm of Hyacinte Lajoie, on the other side by Jean Baptiste Leblanc. I claim and set up title by virtue of possession, occupancy, and improvements made by me or those from whom I derive title.

FOR JAMES KNAGGS,

THOMAS KNAGGS.

This tract contains, by estimation, ninety arpents, it being two arpents and one-fourth of an arpent in front by forty in depth, is bounded north and in front by river Raisins, in rear by unlocated lands, on one side by lands claimed by Hyacinte Lajoie, and on the other side by lands claimed by Jean Baptiste Leblanc.

Whereupon, Antoine Boulard was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, one Simon Jacob was in possession and occupancy of the premises, and continued so until the 9th of August, when he sold to the claimant; since which time, the said Simon Jacob has continued to live on the premises as a tenant to the claimant.

The claimant, in support of his claim, exhibited the following deed, to wit:

TERRITORY OF MICHIGAN, *District of Erie, to wit:*

Know all men by these presents, that I, Simon Jacob, of the river Raisins, in the district of Erie, and territory of Michigan, for and in consideration of one hundred and fifty dollars, good and lawful money of the United States of America, to me in hand paid by James Knaggs, of the river, district, and territory aforesaid, the receipt whereof I do hereby acknowledge, have sold, bargained, transferred, and confirmed, and by these presents do sell, bargain, transfer, and confirm, unto the said James Knaggs, his heirs, executors, administrators, and assigns, all my right, title, claim, and interest, in and to a certain farm, lot, or parcel of land, situated, lying, and being on the south side of said river Raisins, bound as follows, to wit: north and front by said river Raisins, on the west side by the farm and tenements of Yessaint Lajoie, on the east side by a farm claimed by Jean Baptiste Leblanc, in rear by vacant lands, consisting of, or containing, by estimation, two and one-fourth arpents in front, by forty arpents in depth: to have and to hold the said farm, lot, or parcel of land, with the house, out-house, barn, stable, fences, and all and every of the appurtenances and privileges thereunto in anywise belonging, to the said James Knaggs, his heirs, executors, administrators, and assigns, forever. And I, the said Simon Jacob, do by these presents warrant and forever defend the said premises against the claim of myself, my heirs, executors, and assigns, against all judgments, bonds, mortgages, or obligations, whatever, and against the claim of all person or persons whatever, the claim of the Government of the United States of America only excepted.

In testimony whereof, I have hereunto subscribed my name, or, not knowing how to write myself, I have caused my name to be written, made my common mark, and have hereunto affixed my seal, at river Raisins aforesaid, this ninth day of August, A. D. one thousand eight hundred and eight.

SIMON JACOB, his \times mark. [L. s.]

Signed, sealed, and delivered, after being duly read and understood,
in the presence of

JOHN BURBANK,
JOHN FAXTON.

TERRITORY OF MICHIGAN, *District of Erie, to wit:*

Personally appeared before me, the subscriber, one of the Justices of the Peace in and for the district of Erie, Simon Jacob, the within subscriber, who acknowledged the within to be his own free and voluntary act and deed.

Given under my hand, at river Raisins, the 9th day of August, 1808.

CHRISTOPHER TUTTLE, J. P. D. E.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 275; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to to-morrow, at eight in the forenoon.

SATURDAY, August 20, 1808.

The Board met at eight o'clock in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Monday next, at eight in the forenoon.

MONDAY, August 22, 1808.

The Board met at eight o'clock in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Wednesday next, at eight in the forenoon.

WEDNESDAY, August 24, 1808.

The Board met at eight o'clock in the forenoon, pursuant to adjournment.

No. 276. JULIEN FORTON.—The Board took into consideration the claim of Julien Forton to a tract of land, situate on lake St. Clair; and the notice by him filed this day was read, in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, August 24, 1808.

Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim to a tract of land, situate, lying, and being at Pointe à Guinole, on lake St. Clair, containing four arpents in front by forty in depth, bounded in front by lake St. Clair, in rear by unlocated lands, above by Pierre Ambroise, and below by Gabriel Reneau. I claim and set up title by virtue of a long, uninterrupted possession, occupancy, and improvements.

JULIEN FORTON, his \times mark.

This tract contains, by estimation, one hundred and sixty arpents, it being four arpents in front by forty in depth, bounded in front by lake St. Clair, in rear by unlocated lands, above by lands claimed by Pierre Ambroise, and below by lands claimed by Gabriel Reneau.

Whereupon, Seraphin Leson was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the claimant was in possession and occupancy of the premises, and has continued so to this day without any interruption.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 276; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to to-morrow, at nine o'clock in the forenoon.

THURSDAY, August 25, 1808.

The Board met at nine o'clock in the forenoon, pursuant to adjournment.

The Board took into consideration two claims of Charles Chovin to two tracts of land, situate at L'ance creuse; and the notice by him filed this day was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, August 24, 1808.

Please take notice that I claim title to a tract of land in the district of Detroit, situate, lying, and being on the northwest side of lake St. Clair, containing, by estimation, two hundred and twenty arpents, it being about five and a half arpents in front by forty in depth, bounded in front by said lake, and in rear by unlocated lands, on the northeast by lands claimed by Joseph Sansfaçon, and on the southwest by lands of Jean Batiste Marsac. Also, another tract of land, situate, lying, and being on the northwest side of lake St. Clair, containing, by estimation, one hundred and ten arpents, it being about two and three-fourths arpents in front by forty in depth, bounded in front by said lake, and in rear by unlocated lands, on the northeast by lands claimed by Jean Batiste Lapierre, and on the southwest by lands claimed by Etienne Socier. I claim title to the above described lands by virtue of possession, occupancy, and improvements made by me previous to the 1st July, 1796, and continued to this day.

CHARLES CHOVIN, his \times mark.

Witness, LAMBERT LAFOT.

No. 277. CHARLES CHOVIN, (1st claim.)—The first tract contains, by estimation, two hundred and twenty arpents, it being about five and a half arpents in front by forty in depth, bounded in front by lake St. Clair, in rear by unlocated lands, northeast by lands claimed by Joseph Sansfaçon, and southwest by lands claimed by Jean Batiste Marsac.

Whereupon, Jean Batiste Nantay was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the claimant was in possession and occupancy of the premises, and has continued so to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 277; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 278. CHARLES CHOVIN, (2d claim.)—The second tract contains, by estimation, one hundred and ten arpents, it being two and three-quarters arpents in front by forty in depth, bounded in front by lake St. Clair, in rear by unlocated lands, northeast by lands claimed by Jean Batiste Lapierre, and southwest by lands claimed by Etienne Socier.

Whereupon, Jean Batiste Nantay was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the claimant was in possession and occupancy of the premises, and has continued so to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 278; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 279. ROBERT DIXON, (1st claim.)—The Board took into consideration the claim (No. 1) of Robert Dixon, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 460, under the date of 24th December, 1805, to a lot of ground at Michillimackinack.

This lot contains seventy-five feet in front by one hundred and seventy in depth, more or less, bounded on one side by James Aird, and on the other side by David Mitchell, in front by the main street, and in rear by public land.

Whereupon, George Gillespie was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, on the 1st July, 1796, John Ogilvy was in possession and occupancy of the premises, who sold to John Campbell, from whom the claimant has purchased, and has occupied the same since that time to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described lot of ground, and that he have a certificate thereof, which certificate shall be No. 279; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 280. ROBERT DIXON, (2d claim.)—The Board took into consideration the second claim of Robert Dixon to a lot of ground at Michillimackinack, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 460, under the date of 24th December, 1805.

This lot contains sixty-two feet in front by two hundred and six feet in depth, more or less, bounded in front by the lake, in rear by the main street, on one side by Doctor Mitchell, and on the other side by G. Côté.

Whereupon, George Gillespie was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, in 1796, André Todd was in possession and occupancy of the premises; and that, after his death, his heirs sold to the claimant, who has continued in possession until he sold to David Mitchell, (since this claim was entered) and the said David Mitchell (the present owner) has possessed and occupied the same to this day.—Postponed.

The Board reconsidered the claim of Pierre Lacroix, (No. 106,) which was postponed on the 13th April last.

Whereupon, George Gillespie was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, in the year 1796, (on the 1st July) one André Roy was in possession and occupancy of the premises, and that the same has been constantly occupied by those under whom he claims.—Postponed.

No. 281. JAMES AIRD, and the LEGAL REPRESENTATIVES OF GEORGE AIRD.—The Board took into consideration the claim of James Aird, for himself, and the legal representatives of George Aird, his brother, deceased, to a lot of ground at Michillimackinack, which was entered with the former Commissioners of the Land Office at Detroit by James Aird, in vol. 1, page 463, under the date of 24th December, 1805.

This lot contains eighty-five feet front by one hundred and seventy-five in depth, more or less, bounded on one side by a lot lately occupied by Robert McKinsie, and on the other side by a lot of John Ogilvy.

Whereupon, Robert Dixon was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, on the 1st July, 1796, Myers Michael was in possession and occupancy until he sold to the claimants, who have possessed and occupied the same to this day.

And thereupon it doth appear to the commissioners that the claimants are entitled to the above described lot of ground, and that they have a certificate thereof, which certificate shall be No. 281; and that they cause the same to be surveyed, and a plot of the survey, with the quantity of ground therein contained, to be returned to the Register of the Land Office at Detroit.

No. 282. JOHN OGILVY.—The Board took into consideration the claim of John Ogilvy to a lot of ground at Michillimackinack, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 2, page 118, under the date of 26th February, 1806.

This lot contains one hundred and seventy-five feet square, is bounded in front by the main street, on the north side by the road leading to a field in possession of Government, and on the south side by a lot now in possession of Mr. Davenport.

Whereupon, Robert Dixon was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, on the 1st July, 1796, Pierre Grignon was in possession and occupancy of the premises, and continued so until he sold to the claimant, who has possessed and occupied the same to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described lot of ground, and that he have a certificate thereof, which certificate shall be No. 282; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of ground therein contained, to be returned to the Register of the Land Office at Detroit.

No. 283. LOUIS CRAWFORD, (1st claim.)—The Board took into consideration the first claim of Louis Crawford to a lot of ground at Michillimackinack, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 2, page 30, under the date of 26th December, 1805.

This lot contains ninety-three feet in front by one hundred and seventy in depth, bounded in front by the main street, on the north side by a lot now in possession of Alexis Lalramboise, Jun., and on the west side by a field belonging to Government, and on the south side by a lot of Doctor Mitchell.

Whereupon, Robert Dixon was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, on the 1st July, 1796, John Ogilvy was in possession and occupancy of the premises, and continued so until he sold to the claimant, who has, since that time to this day, possessed and occupied the same.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described lot of ground, and that he have a certificate thereof, which certificate shall be No. 283; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of ground therein contained, to be returned to the Register of the Land Office at Detroit.

No. 284. LOUIS CRAWFORD, (2d claim.)—The Board took into consideration the second claim of Louis Crawford to a lot of ground at Michillimackinack, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 2, page 30, under the date of 26th December, 1805.

This lot contains seventy-five feet in front by two hundred in depth, is bounded in front by Water street, on the north by Mr. Cameron's lot, on the west by the main street, and on the south by Robert Dixon and Company.

Whereupon, Robert Dixon was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, on the 1st of July, 1796, Jean Baptiste Tabau was in possession and occupancy of the premises, and continued so until he sold to Louis Crawford, who has possessed and occupied the same until he sold to George Hoffman, Esq., who sold to Murdoch Cameron, who has possessed and occupied to this day, and is now the real owner.—Postponed.

No. 285. D. MITCHELL, (1st claim.)—The Board took into consideration the first claim of Dr. David Mitchell to a lot of ground at Michillimackinack, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 2, page 22, under the date of the 26th of December, 1805.

This lot contains seventy-five feet in front by one hundred and seventy in depth, is bounded in front by the main street, on the north by Louis Crawford, on the west by a field in possession of Government, and on the south by Robert Dixon and Company.

Whereupon, Robert Dixon was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, on the 1st of July, 1796, the claimant was in possession and occupancy of the premises, and has continued so to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the aforesaid lot of ground, and that he have a certificate thereof, which certificate shall be No. 285; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of ground therein contained, to be returned to the Register of the Land Office at Detroit.

No. 286. D. MITCHELL, (2d claim.)—The Board took into consideration the second claim of Dr. David Mitchell to a lot of ground at Michillimackinack, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 2, page 22, under the date of the 26th December, 1805.

This lot contains two hundred and eighty feet in depth, and two hundred and ten in front, improved as a garden, bounded in front by the lake, on the east by a lot of John Coates, on the west by Government's garden, and on the north by Government's ground.

Whereupon, George Gillespie was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, on the 1st of July, 1796, Messrs. Forsyth, Richardson, and Company, were in possession and occupancy of the premises, and continued so until they sold to Captain Wiley, from whom the claimant purchased, and has possessed and occupied the same to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described lot of ground, and that he have a certificate thereof, which certificate shall be No. 286; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of ground therein contained, to be returned to the Register of the Land Office at Detroit.

No. 287. D. MITCHELL. (*3d claim.*)—The Board took into consideration the third claim of Dr. David Mitchell to a lot of ground at Michillimackinack, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 2, page 22, under the date of the 26th December, 1805.

This lot contains fifty-six feet in front by one hundred feet in depth, is bounded in front by the main street, on the south and on the north by Robert Dixon, and on the east by land of the claimant.

Whereupon, Robert Dixon was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, on the 1st of July, 1796, the claimant was in possession and occupancy of the premises, and has continued so to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described lot of ground, and that he have a certificate thereof, which certificate shall be No. 287; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of ground therein contained, to be returned to the Register of the Land Office at Detroit.

No. 288. D. MITCHELL. (*4th claim.*)—The Board took into consideration the fourth claim of Dr. David Mitchell to a lot of ground at Michillimackinack, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 2, page 22, under the date of the 26th of December, 1805.

This lot contains forty-nine feet in front by one hundred in depth, is bounded in front by Water street, on the north by a lot now claimed by Robert Dixon, and on the west and south by other lands of said claimant.

Whereupon, George Gillespie was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, on the 1st of July, 1796, the claimant was in possession and occupancy of the premises, and has continued so to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described lot of ground, and that he have a certificate thereof, which certificate shall be No. 288; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of ground therein contained, to be returned to the Register of the Land Office at Detroit.

No. 289. D. MITCHELL. (*5th claim.*)—The Board took into consideration the fifth claim of Dr. David Mitchell to a lot of ground at Michillimackinack, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 2, page 22, under the date of the 26th December, 1805.

This lot contains fifty by fifty feet, being a square lot, bounded in front by Water street, on the north by Robert Dixon and Company, on the south by the claimant, and on the west by Dixon.

Whereupon, George Gillespie was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, on the 1st of July, 1796, Robert Dixon was in possession and occupancy of the premises, and continued so until he sold to Murdock Cameron, who sold to David Mitchell, who possessed and occupied the same until he sold to Robert Dixon, who is now in possession.—Postponed.

No. 290. MURDOCK CAMERON.—The Board took into consideration the claim of Murdock Cameron to a lot of ground at Michillimackinack; and the notice by Solomon Sibley, his attorney, filed this day, was read in the words and figures following, to wit:

To the Register of the United States' Land Office at Detroit.

SIR:

AUGUST 25, 1808.

Notice is hereby given to the Commissioners of the United States' Land Office at Detroit that Murdock Cameron, of the island of Michillimackinack, makes entry and claim to a certain lot of ground, situated in the village and upon the island of Michillimackinack, with the buildings thereon erected, being sixty-five feet in front by two hundred feet in depth, bounded in front by the lake street, in rear by the main street, on one side by a cross street leading to the lake, on the other side by a lot claimed by said Cameron, by him acquired by purchase, formerly the property of Antoine Tabeau, sets up claim to said lot by purchase from George Hoffman, Esq. who claimed under purchase from the claimant, &c., sets up claim, also, by virtue of possession, occupancy, and improvements of said premises by himself and those under whom he claims and derives title to said premises.

SOL. SIBLEY,

Attorney for Murdock Cameron.

This lot contains sixty-five feet in front by two hundred in depth, bounded in front by the lake street, in rear by the main street, on one side by a cross street leading to the lake, and on the other side by a lot claimed by the claimant.

Whereupon, Robert Dixon was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, on the 1st of July, 1796, the representatives of Alexis Campion were in possession of the premises until they sold to Toussaint Pothier, who sold to Bouthellier, who sold to Cameron, who sold to George Hoffman, Esq., from whom the claimant purchased again the premises, and has possessed the same to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described lot of ground, and that he have a certificate thereof, which certificate shall be No. 290; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of ground therein contained, to be returned to the Register of the Land Office at Detroit.

No. 291. TOUSSAINT POTHIER. (*2d claim.*)—The Board took into consideration the second claim of Toussaint Pothier to a lot of ground at Michillimackinack, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 2, page 19, under the date of the 26th December, 1805.

This lot contains, by estimation, one hundred and twenty feet in front upon the lake, and two hundred and seventy feet in rear to the bank or hill, bounded on the southwest by Patrick McGulpin's possession.

Whereupon, George Gillespie was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, on the 1st of July, 1796, Victor Lagaterie was in possession and occupancy of the premises; and the deponent further saith, that the claimant is justly possessed of the premises, and has occupied the same these three or four years.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described lot of ground, and that he have a certificate thereof, which certificate shall be No. 291; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of ground therein contained, to be returned to the Register of the Land Office at Detroit.

No. 292. JOSIAH BLEAKLEY. (*1st claim.*)—The Board took into consideration the first claim of Josiah Bleakley to a lot of ground at Michillimackinack, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 2, page 15, under the date of the 26th December, 1805.

This lot contains thirty-nine feet in front by three hundred and forty-nine feet in depth, more or less, bounded in front by lake Huron, in rear by a lot of ground in possession of Mr. Lavictoire, on the southerly side by Lapoint lot, and on the northerly side by a lane leading from Market street to the lake.

Whereupon, George Gillespie was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, on the 1st of July, 1796, the claimant was in possession and occupancy of the premises, and has continued so to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 292; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of ground therein contained, to be returned to the Register of the Land Office at Detroit.

No. 293. GIASSON AND BERTHELOT.—The Board took into consideration the claim of Giasson and Berthelot to a lot of ground at Michillimackinack, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 2, page 7, under the date of the 24th December, 1805.

This lot contains, in front, two hundred and sixty-two feet upon the main street, and, in depth, one hundred and seventy-nine feet, bounded in front by said main street, on one side by a lot in possession of Mr. Davenport, and on the other side by a lot in possession of Mrs. Laframboise, and in rear by Government's ground.

Whereupon, George Gillespie was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, on the 1st July, 1796, André Todd was in possession and occupancy of the premises, and continued so until he died; his heirs sold to Jacques Giasson, who has occupied the same with Berthelot to this day.

And thereupon it doth appear to the commissioners that the claimants are entitled to the above described lot of ground, and that they have a certificate thereof, which certificate shall be No. 293; and that they cause the same to be surveyed, and a plot of the survey, with the quantity of ground therein contained, to be returned to the Register of the Land Office at Detroit.

No. 294. **HEIRS OF JACQUES GIASSON**, deceased, (1st claim.)—The Board took into consideration the first claim of the heirs of Jacques Giasson, deceased, to a lot of ground at Michillimackinack, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 2, page 8, under the date of 24th December, 1805.

This lot contains sixty-six feet in front, by one hundred in depth, or thereabout, bounded, &c.

Whereupon, Robert Dixon was brought forward as a witness in behalf of the claimants, who, being duly sworn, deposed and said, that, on the 1st July, 1796, Jacques Giasson was in possession and occupancy of the premises, and continued so until he died; since which time, his heirs, or their representatives, have occupied the same to this day.

And thereupon it doth appear to the commissioners that the claimants are entitled to the above described lot of ground, and that they have a certificate thereof, which certificate shall be No. 294; and that they cause the same to be surveyed, and a plot of the survey, with the quantity of ground therein contained, to be returned to the Register of the Land Office at Detroit.

No. 295. **TOUSSAINT POTHIER**.—The Board took into consideration the claim of Toussaint Pothier to a lot of ground at Michillimackinack; and the notice filed this day by Sol. Sibley, his attorney, was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, August 25, 1808.

Notice is hereby given to the Commissioners of the United States' Land Office at Detroit, that Toussaint Pothier, of Michillimackinack, makes claim and sets up title to a lot of land, and the buildings thereon erected, situated in the village and upon the island of Michillimackinack, containing about sixty feet in front by about two hundred feet in depth, bounded in front by the main street, in rear by Government's field, so called, on the south by a lot claimed by the heirs of Adhemar St. Martin, on the north by a lot claimed by Samuel Lashley. The claimant sets up claim and title to said tract of land by purchase, and by possession, improvement, and occupancy in himself and those under whom he sets up claim and title.

TOUSSAINT POTHIER,
By Sol. Sibley, his attorney.

This lot contains about sixty feet in front by about two hundred feet in depth, is bounded in front by the main street, in rear by Government's field, on the south by a lot claimed by the heirs of Adhemar St. Martin, and on the north by a lot claimed by Samuel Lashley.

Whereupon, Robert Dixon was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, on the 1st July, 1796, William Burnett was in possession and occupancy of the premises, and continued so until he sold to the claimant, who has possessed and occupied the same to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described lot of ground, and that he have a certificate thereof, which certificate shall be No. 295; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of ground therein contained, to be returned to the Register of the Land Office at Detroit.

No. 296. **CHARLES CHANDONET**.—The Board took into consideration the claim of Charles Chandonet to a lot at Michillimackinack, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 2, page 11, under the date of 24th December, 1805.

This lot contains seventy-five feet in front, by one hundred and thirty in depth, and bounded in front by a street.

Whereupon, Robert Dixon was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, on the 1st July, 1796, Thomas Lisbey was in possession and occupancy of the premises, and continued so until he sold to Lacroix, who sold to the claimant, who has possessed and occupied the same to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described lot of ground, and that he have a certificate thereof, which certificate shall be No. 296; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 297. **THE HEIRS OF JOHN CAMPBELL**, deceased, (1st claim.)—The Board took into consideration the claim of the heirs of John Campbell, deceased, to a lot of ground at Michillimackinack, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 2, page 14, under the date of 26th December, 1805.

This lot contains sixty feet in front by two hundred and six feet in depth, by actual admeasurement seventy-five feet, by two hundred and sixty, more or less, bounded in front by the main street, in rear by the lake, northerly by Robert Dixon, and southerly by the church.

Whereupon, Robert Dixon was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, on the 1st July, 1799, Gabriel Côté was in possession and occupancy of the premises, and continued so until he sold to John Campbell, who occupied the same until he died; since which, his representatives have kept possession.

And thereupon it doth appear to the commissioners that the claimants are entitled to the above described lot of ground, and that they have a certificate thereof, which certificate shall be No. 297; and that they cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 298. **THE HEIRS OF JOHN CAMPBELL**, deceased, (2d claim.)—The Board took into consideration the second claim of the heirs of John Campbell, deceased, to a lot of ground at Michillimackinack, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 2, page 14, under the date of 26th December, 1805.

This lot contains seventy-five feet in front by two hundred and sixty feet in depth, bounded in front by Market street, in rear by public lands, northerly by James Aird, and southerly by James Polrier.

Whereupon, Robert Dixon was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, on the 1st July, 1796, Robert McKinsie was in possession and occupancy, and continued so until he sold to John Campbell, who possessed and occupied the premises until he died; since which time, his representatives have kept possession.

And thereupon it doth appear to the commissioners that the claimants are entitled to the above described lot of ground, and that they have a certificate thereof, which certificate shall be No. 298; and that they cause the same to be surveyed, and a plot of the survey, with the quantity of ground therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to Monday next, at nine o'clock in the forenoon.

MONDAY, August 29, 1808.

The Board met at nine o'clock in the forenoon, pursuant to adjournment; and there being no business, adjourned to to-morrow, at nine in the forenoon.

The Board met at nine in the forenoon, pursuant to adjournment.

TUESDAY, August 30, 1808.

No. 299. CHARLES RIVARD.—The Board took into consideration the claim of Charles Rivard to a tract of land, situate at Grosse Pointe, on lake St. Clair; and the notice by him filed on the 18th June last was read in the words and figures following, to wit:

To PETER AUDRAIN, *Register of the Land Office at Detroit.*

SIR:

DETROIT, June 18, 1808.

Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim to a tract of land, situate at Grosse Pointe, containing four arpents six perches four feet in front by forty in depth, bounded in front by lake St. Clair, in rear by unconceded lands, northeast by Michel Rivard, and southwest by Simon Yax; it was formerly two tracts of land, now united in one farm. I claim and make title by virtue of long possession, occupancy, and improvements made by me or those from whom I derive title.

CHARLES RIVARD.

This tract contains, by estimation, ——— arpents, it being four arpents six perches and four feet in front by forty arpents in depth, is bounded in front by lake St. Clair, in rear by unconceded lands, northeast by lands claimed by Michel Rivard, and southwest by lands claimed by Simon Yax.

Whereupon, Batiste Ambroise was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the claimant was in possession and occupancy of the premises, and has continued so to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 299; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 300. MICHEL RIVARD.—The Board took into consideration the claim of Michel Rivard to a tract of land, situate at Grosse Pointe; and the notice by him filed the 18th June last was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, June 18, 1808.

Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim to a tract of land, situate at Grosse Pointe, containing three arpents in front by forty in depth, bounded in front by lake St. Clair, in rear by unconceded lands, northeast by lands of Louis St. Bernard, and southwest by lands of Charles Rivard. I claim and set up title by virtue of a long possession, occupancy, and improvements made by me or those from whom I derive title.

MICHEL RIVARD, his × mark.

Witness, CHARLES RIVARD.

This tract contains, by estimation, one hundred and twenty arpents, it being three arpents in front by forty in depth, is bounded in front by lake St. Clair, in rear by unconceded lands, northeast by lands claimed by Louis St. Bernard, and southwest by lands claimed by Charles Rivard.

Whereupon, Batiste Ambroise was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the claimant was in possession and occupancy of the premises, and has continued so to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 300; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 301. JOSEPH BASSINET.—The Board took into consideration the claim of Joseph Bassinet to a tract of land on river St. Clair; and the notice by him filed the 18th June last was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, June 18, 1808.

Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim to a tract of land, situate, lying, and being on river St. Clair, containing three arpents in front by forty in depth, bounded in front by river St. Clair, in rear by unlocated lands, above by lands claimed by William Hill, and below by lands claimed by Pierre Mini. I claim by virtue of a long possession, occupancy, and improvements made by me or those under whom I derive title.

JOSEPH BASSINET, his × mark.

Witness, PETER AUDRAIN.

This tract contains, by estimation, one hundred and twenty arpents, it being three arpents in front by forty in depth, bounded in front by river St. Clair, in rear by unlocated lands, above by lands claimed by William Hill, and below by lands claimed by Pierre Mini.

Whereupon, Jean Marie Beaubien, Esquire, was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, a long time previous to the 1st July, 1796, the claimant was in possession and occupancy of the premises, and has continued so to this day without any interruption.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 301; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 302. JOSEPH RICARD.—The Board took into consideration the claim of Joseph Ricard to a tract of land, situate on river St. Clair; and the notice by him filed the 29th instant was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, August 29, 1808.

Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim to a tract of land, situate on river St. Clair, containing from three to three and a half arpents in front, bounded in front by river St. Clair, in rear by Belle river, on one side by lands claimed by Olivier Ricard, and on the other side by lands claimed by Jean Marie Beaubien, Esquire. I claim and set up title by virtue of possession, occupancy, and improvements made by me or those from whom I derive title.

JOSEPH RICARD, his × mark.

Witness, PETER AUDRAIN.

This tract contains, by estimation, ——— arpents, it being from three to three and a half arpents in front by forty in depth, bounded in front by river St. Clair, in rear by Belle river, on one side by lands claimed by Olivier Ricard, and on the other side by lands claimed by Jean Marie Beaubien, Esquire.

Whereupon, George Meldrum was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, one Larivière was living on the premises as a tenant

of the deponent, and remained thereon three years; afterwards, one Girard lived on it three years also as tenant of the deponent, and that, since that time to this day, the claimant has occupied the same.

The claimant, in support of his claim, produced the following deed of bargain and sale, to wit:

TERRITOIRE DE MICHIGAN, 88.

Par devant les témoins soussignés fut présent George Meldrum, agissant pour et au nom de l'ancienne société de Meldrum et Park, lequel au nom et pour compte de la dite société, reconnoît avoir vendu, cédé, et transporté, et délaissé, dès maintenant et à toujours, avec garantie de tous dons, douaires, dettes, hypothèques, et de tout empêchement généralement quelconque, (les droits du Gouvernement des Etats Unis exceptés,) au nommé Joseph Ricard, ses heirs, et ayant cause à l'avenir, une ferme, ou plantation, sise et située dans le district de Hurons, dans le dit territoire de Michigan, contenant trois arpents et demi, plus ou moins, de front, bornée par devant par la rivière St. Clair, par derrière par *Belle river*, communément appelé la Belle Rivière, au nord-est par la ferme d'Olivier Ricard, et au sud-ouest par celle de Jean Marie Beaubien, écuyer, tel et ainsi que la dite ferme se poursuit et comporte, et s'étend de toutes parts, circonstances, et dépendances, que le dit acquéreur dit bien connoître, et dont il est content et satisfait.

Cette vente, cession, transport, et délaissement, ainsi fait pour et en considération de dix mille pieds de madiers et dix mille pieds de planches, que le dit acquéreur promet et s'oblige de délivrer au dit vendeur aux époques suivantes, savoir: cinq mille pieds de madiers, et cinq mille pieds de planches, dans le cours de cette présente année 1806; deux mille cinq cent pieds de madiers, et deux mille cinq cent pieds de planches, dans le cours de l'année prochaine, 1807; et deux mille cinq cent pieds de madiers, et deux mille cinq cents pieds de planches, pour dernier et entier paiement, dans le cours de l'année 1808. Lesquels madiers et planches doivent être bons et marchands, et délivrés au Detroit, dans le lieu désigné par le dit George Meldrum, sur le bord de la rivière du dit Detroit; et pour sûreté du paiement des dits madiers et des dites planches, et de la livraison aux époques ci-dessus désignées, le dit Joseph Ricard a de ce moment affecté et hypothéqué aux dits George Meldrum et William Park tous ses biens réels et personnels, et spécialement la dite ferme, ou plantation, cy-dessus vendue, laquelle restera affecté et hypothéqué jusqu'au parfait et entier paiement des dits madiers et planches, une obligation ne dérogeant à l'autre.

Au moyen de ce que dessus le dit George Meldrum, au nom et pour compte de l'ancienne société de Meldrum et Park, a de ce moment transporté, et par ces présentes transporte, au dit Joseph Ricard, ses heirs, et ayant cause à l'avenir, tous et tels droits de propriété, noms, raisons, et actions, que la dite société a et pouvait avoir sur la dite ferme, voulant et entendant qu'il en soit mis en bonne possession et seigneurie, par qui et ainsi qu'il appartiendra en vertu des présentes. Fait et passé au Detroit, le second jour de Juin, mille huit cent six, et les parties ont signé et scellé, après lecture faite.

For MELDRUM and PARK,

GEORGE MELDRUM. [L. s.]

JOSEPH RICARD, his X mark. [L. s.]

Scellé et délivré en présence de PETER AUDRAIN.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 302; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 303. JEAN MARIE BEAUBIEN, Esquire.—The Board took into consideration the claim of Jean Marie Beaubien, Esquire, to a tract of land on river St. Clair; and the notice by him filed was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, August 29, 1808.

Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim to a tract of land, situate on river St. Clair, containing sixteen arpents in front, by forty in depth, bounded in front by said river, in rear by unoccupied lands, on one side by lands claimed by Joseph Ricard, and on the other side by lands claimed by Messrs. Meldrum and Park, to the exception of one hundred and sixty arpents, sold to Olivier Ricard. I claim and set up title by virtue of possession, occupancy, and improvements made by me or those from whom I derive title.

JEAN MARIE BEAUBIEN.

This tract contains, by estimation, six hundred and forty arpents, it being sixteen arpents in front by forty in depth, bounded in front by river St. Clair, in rear by unoccupied lands, on one side by lands claimed by ——— Ricard, and on the other side by lands claimed by Messrs. Meldrum and Park.

Whereupon, George Meldrum was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the claimant was in possession and occupancy of the premises, and has continued so until this day, excepting one hundred and sixty arpents sold by the claimant to Olivier Ricard, who now occupies the same.

And thereupon it doth appear to the commissioners that the claimant is entitled to four hundred and eighty arpents of the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 303; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of ground therein contained, to be returned to the Register of the Land Office at Detroit.

No. 304. JOHN MELDRUM.—The Board took into consideration the claim of John Meldrum to a tract of land, situate on river St. Clair; and the notice filed for him by George Meldrum, his father, was read in the words and figures following, to wit:

TERRITORY OF MICHIGAN, to wit:

To the Register of the United States' Land Office at Detroit, in said territory.

SIR:

You are hereby notified that I enter in your office at this time the following tract of land, to wit: One tract of twenty acres in front, by thirty-two in depth, being about six hundred and forty acres, bounded on the north side by Pine river, on the south by the lands of Meldrum and Park, on the east by the river St. Clair, and on the west by the lands of Meldrum and Park, which I enter and claim for John Meldrum.

For JOHN MELDRUM,
MELDRUM & PARK.

This tract contains, by estimation, six hundred and forty acres, it being twenty acres in front by thirty-two in depth, bounded north by Pine river, south by the lands of Meldrum and Park, east by river St. Clair, and west by lands of Meldrum and Park.

Whereupon, Jean Marie Beaubien, Esq. was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, Messrs. Meldrum and Park were in possession and occupancy of the premises, and that they have always kept tenants on the said tract to this day.

Postponed.

No. 305. JAMES MELDRUM.—The Board took into consideration the claim of James Meldrum to a tract of land, situate on river St. Clair; and the notice filed for him by George Meldrum, his father, was read in the words and figures following, to wit:

TERRITORY OF MICHIGAN, to wit:

To the Register of the United States' Land Office at Detroit, in said territory.

Sir:

You are hereby notified that I enter in your office the following tract of land of thirty-two acres in front by twenty in depth, being, likewise, about six hundred and forty acres, in the district aforesaid, bounded south by Pine river, north and west by lands of Meldrum and Park, and on the east by river St. Clair, which is entered and claimed for James Meldrum.

FOR JAMES MELDRUM,
MELDRUM & PARK.

This tract contains, by estimation, six hundred and forty acres, it being thirty-two acres in front by twenty in depth, bounded south by Pine river, north and west by lands of Meldrum and Park, and east by river St. Clair.

Whereupon, Jean Marie Beaubien, Esq. was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, George Knaggs was living on the premises as a tenant to Meldrum and Park, that Meldrum and Park put the premises in the charge of their tenants, who lived in the big house opposite and across the river, which tenants cultivated, or caused to be cultivated, part of the premises; that there are about eight or ten acres in cultivation, and a large orchard.—Postponed.

No. 306. WILLIAM MELDRUM.—The Board took into consideration the claim of William Meldrum to a tract of land, situate on river St. Clair, and the notice filed for him by George Meldrum, his father, was read in the word and figures following, to wit:

TERRITORY OF MICHIGAN, to wit:

To the Register of the United States' Land Office at Detroit, in said territory.

Sir:

You are hereby notified that I enter in your office the following tract of land of thirty-two acres in front by twenty in depth, being, in all, about six hundred and forty acres, in the district aforesaid, bounded on the north by the aforesaid Pine river, thence running easterly from the west end of the portage on said river, and on the south and west by lands of Meldrum and Park. The said tract is entered, claimed as the property of William Meldrum.

FOR WILLIAM MELDRUM,
MELDRUM & PARK.

This tract contains, by estimation, six hundred and forty acres, it being thirty-two acres in front by twenty acres in depth, is bounded north by Pine river, thence running easterly from the west end of the portage on said river, south and west by lands claimed by Meldrum and Park.

Whereupon, Jean Marie Beaubien, Esq. was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, Meldrum and Park cultivated, by tenants, five or six acres, and that, since that time, those five or six acres have been cultivated occasionally, and sometimes have remained idle two or three years at a time; and that every year Meldrum and Park have caused their hay to be cut on the premises.—Postponed.

No. 307. DAVID MELDRUM.—The Board took into consideration the claim of David Meldrum to a tract of land, situate on river St. Clair, and the notice filed for him by George Meldrum, his father, was read in the words and figures following, to wit:

TERRITORY OF MICHIGAN:

To the Register of the United States' Land Office at Detroit, in said territory.

Sir:

You are hereby notified that I enter in your office the following tract of land of thirty-two acres in front by twenty in depth, being, in all, about six hundred and forty acres, commencing where there was formerly a large and commodious water grist and saw mill, built in the year 1793, and which was afterwards consumed by fire in 1803; said tract is bounded on the north by the aforesaid Pine river, and on every other side by the lands of Meldrum and Park. Said tract is entered and claimed as the property of David Meldrum.

FOR DAVID MELDRUM,
MELDRUM & PARK.

This tract contains, by estimation, six hundred and forty acres, it being thirty-two acres in front by twenty in depth, is bounded north by the aforesaid Pine river, and on every other side by lands of Meldrum and Park.

Whereupon, Jean Marie Beaubien, Esq. was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, Meldrum and Park were in possession of the premises, and kept tenants on the same until the year 1803, when, by an unforeseen accident, the grist and saw mills, and many other valuable buildings, were burnt to the ground; since which time the premises have remained unoccupied.—Postponed.

And then the Board adjourned to to-morrow, at nine in the forenoon.

WEDNESDAY, August 31, 1808.

The Board met at nine in the forenoon, pursuant to adjournment.

The Board reconsidered the claim of William Robison and Hugh R. Martin (No. 241.) which was postponed on the 16th day of July last. And thereupon it doth appear to the commissioners that the claimants are entitled to the aforesaid tract of land, and that they have a certificate thereof, which certificate shall be No. 241; and that they cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 308. JEAN BATISTE DAUNAY.—The Board took into consideration the claim of Jean Batiste Daunay to a tract of land situate on river St. Clair; and the notice by him filed was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

Sir:

DETROIT, August 26, 1808.

Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim to a tract of land, situate, lying, and being on river St. Clair, containing three arpents in front by forty in depth, bounded in front by said river St. Clair, in rear by unlocated lands, on one side by lands claimed by George Cotterall, Esq. and on the other side by lands claimed by George Cotterall, Jun. I claim and set up title by virtue of possession, occupancy, and improvements made by me or those from whom I derive title.

JEAN BATISTE DAUNAY, his x mark.

Witness, PETER AUDRAIN.

This tract contains, by estimation, one hundred and twenty arpents, it being three arpents in front by forty in depth, bounded in front by river St. Clair, in rear by unlocated lands, on one side by lands claimed by George Cotterall, Esq., and on the other side by George Cotterall, Junior.

Whereupon, Jean Batiste Comparet, Jun. was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, Joseph Ambroise Tremblé was in possession and occupancy of the premises, and continued so until he sold to Jean Marie Beaubien, Esq. who sold to Jean Batiste Yax, from whom the claimant has purchased, as per deed exhibited to be recorded, and who has possessed and occupied the same to this day.

TERRITOIRE DE MICHIGAN:

Par devant les témoins soussignés fut présent Jean Batiste Yax, habitant, demeurant dans le district de Huron, lequel reconnoit avoir vendu, cédé, transporté, et délaissé, dès maintenant et à toujours, avec garantie de toutes dettes, hypothèques, évictions, aliénations, et de tous troubles généralement quelconques, à Jean Batiste Daunay, du district du Detroit, à ce présent acquéreur, pour lui, ses hoirs, et ayant cause à l'avenir, une certaine ferme ou plantation, sise et située dans le district de Huron, et territoire de Michigan, sur le bord de la rivière St. Clair, consistant en trois arpents de front sur quarante arpents de profondeur, bornée par devant par la ditte rivière St. Clair, et par derrière par les terres non concédées, d'un côté par les terres du Colonel George Cotterall, et de l'autre côté par les terres de George Cotterall, fils, tel et ainsi que la ditte ferme ou plantation se poursuit et comporte de toutes parts, circonstances, et dépendances, que le dit acquéreur dit bien savoir et connoître, et dont il dit être content et satisfait.

Cette vente, cession, transport, et délaissement, ainsi fait pour et moyennant la somme de cent dix pounds, cours de la Nouvelle York, que le dit vendeur reconnoit avoir reçu comptant du dit acquéreur, lors et avant la passation des présentes, dont il le tient quitté et déchargé, ainsi que tous autres. Au moyen de quoy, le dit Jean Batiste Yax a de ce moment transporté, et par ces présentes transporte au dit Jean Batiste Daunay, ses hoirs, et ayant cause à l'avenir, tous et tels droits de propriété, noms, raisons, et tous autres droits qu'il a et a pu avoir sur la ditte terre, ferme, ou plantation susvendue, voulant et entendant qu'il soit mis en bonne possession et seigneurie, par qui et ainsi qu'il appartiendra, en vertu des présentes.

Fait et passé au Detroit, le 31er jour du mois d'Octobre, 1806; et le dit Jean Batiste Yax, vendeur, ayant déclaré ne savoir signer, a fait sa marque ordinaire après que lecture lui a été faite des présentes, en présence de témoins.

JEAN BATISTE YAX, sa x marque. [L. s.]

Scellé et delivré en présence de
SIMON YAX,
PETER AUDRAIN.

TERRITORY OF MICHIGAN, to wit:

Personally appeared before me, the undersigned, one of the Justices of the Peace in the district of Detroit, Jean Batiste Yax, the above grantor, who acknowledged the foregoing instrument of writing to be his voluntary act and deed for the purposes therein contained, and, the same being read to him, he has declared that he is content.

PETER AUDRAIN, J. P. D. D.

DETROIT, October 31, 1806.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 308; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 309. FRANCOIS CHARTIER, Sen.—The Board took into consideration the claim of François Chartier, Sen. to a tract of land, situate on river St. Clair; and the notice by him filed was read in the words and figures following, to wit:

To PETER AUDRAIN, Register of the Land Office at Detroit.

SIR:

DETROIT, June 21, 1808.

Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim to a tract of land situate on river St. Clair, containing three arpents in front by forty in depth, bounded in front by river St. Clair, in rear by unconceded lands, above by Pierre Mini, and below by lands of the United States. I claim and set up title by virtue of a long possession and occupancy of sixteen years, and by virtue of valuable improvements made by me thereon.

Witness, PETER AUDRAIN.

FRANCOIS CHARTIER, his x mark.

This tract contains, by estimation, one hundred and twenty arpents, it being three arpents in front by forty in depth; is bounded in front by river St. Clair, in rear by unconceded lands, above by lands claimed by Pierre Mini, and below by lands of the United States.

Whereupon, Jean Marie Beaubien, Esq. was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, sixteen or seventeen years ago, the claimant was in possession and occupancy of the premises, and has continued so to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 309; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 310. OLIVIER RICARD.—The Board took into consideration the claim of Olivier Ricard to a tract of land situate on river St. Clair, and the notice by him filed this day was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, August 31, 1808.

Take notice that I now enter with the Commissioners of the Land Office at Detroit, my claim to a tract of land, situate on river St. Clair, containing four arpents in front by forty in depth; bounded in front by said river, in rear by unconceded lands, on one side by Jean Marie Beaubien, Esq. and on the other side by Joseph Ricard. I claim and set up title by virtue of possession, occupancy, and improvements made by me or those from whom I derive title.

FOR OLIVIER RICARD,

JEAN MARIE BEAUBIEN.

This tract contains, by estimation, one hundred and sixty arpents, it being four arpents in front by forty in depth, bounded in front by river St. Clair, in rear by unconceded lands, on one side by lands claimed by Jean Marie Beaubien, Esq., and on the other side by lands claimed by Joseph Ricard.

Whereupon, François Chartier, Sen. was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July 1796, Jean Marie Beaubien was in possession and occupancy of the premises, and continued so until he sold to the claimant, who has possessed and occupied the same to this day.

The claimant, in support of his claim, produced the following deed, to wit:

Par devant les témoins soussignés fut présent le Sieur Jean Marie Beaubien, lequel reconnoit par ces présentes avoir vendu, cédé, quitté, transporté, et délaissé, dès maintenant et à toujours, avec garantie de tous troubles, dons, douaires, hypothèques, et de tout autre empêchement généralement quelconque, excepté des faits du Gouvernement, au Sieur Olivier Ricard, à ce présent, et acceptant pour lui, ses hoirs, et ayant cause à l'avenir, une terre de quatre arpents de front, située au nord de la rivière St. Clair, prenant par devant au bord de la ditte rivière, jusqu'à la Belle Rivière en profondeur; et si quarante arpents y sont, plus ou moins, elle finira par la ditte Belle Rivière, ou aux quarante arpents si la ditte Belle Rivière est plus loin; laquelle terre est bornée de chaque côté les terres appartenantes à Messrs. Meldrum et Park, ensemble tous les bâtiments susconstruits, circonstances, et dépendances, tels que le tout se poursuit et comporte de toutes parts, sans par le dit vendeur en rien réserver, excepter, ny retenir, que le dit acquéreur dit bien connoître, et dont il est content et satisfait. Cette vente, ainsi faite pour

et moyennant la somme de deux cent quatre-vingt-dix pounds, cours de la Nouvelle York, sur laquelle somme le dit vendeur reconnoit avoir reçu comptant celle de cent vingt-huit pounds, six chelings, York; et le dit acquéreur promet et s'oblige de payer au dit Sieur Jean Marie Beaubien, ou ses ayants cause, la somme de quatre-vingt pounds et six chelings dans un an de cette date, et quatre-vingt pounds six chelings dans l'année suivante, qui sera pour parfait payement en l'année 1804; et pour sureté du dit payement, et au terme dit, le dit Olivier Ricard a de ce moment affecté et hypothéqué envers le dit sieur vendeur tous ses biens, meubles, et immeubles, et principalement la ditte terre susvendue, laquelle restera affecté et hypothéqué au dit vendeur jusqu'au parfait payement, une obligation ne dérogeant à l'autre. Et le dit vendeur a de ce moment transporté, et transporte au dit acquéreur, ses hoirs, et ayant cause à l'avenir, tous droits qu'il a et pouvoit avoir sur la ditte terre, s'en démettant et dévêtissant au profit du dit acquéreur. Car ainsi sont convenües les parties de bonne foy, promettant, etc., obligeant, etc.

Fait et passé au dit Detroit, le 4 Octobre, 1802, et ont signé et scellé après lecture faite.

JEAN MARIE BEAUBIEN. [L. s.]
OLIVIER RICARD, sa x marque. [L. s.]

Présence de

ANTOINE DEQUINDRE,
JOHN BAPTISTE TEMOIN.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that they have a certificate thereof, which certificate shall be No. 310; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 311. PIERRE DELORME.—The Board took into consideration the claim of Pierre Delorme to a tract of land, situate on river St. Clair, and the notice by him filed the 21st June last was read in the words and figures following, to wit:

To PETER AUDRAIN, Register of the Land Office at Detroit.

Sir:

DETROIT, June 21, 1808.

Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim to a tract of land, situate on river St. Clair, containing three arpents in front by forty in depth, bounded in front by river St. Clair, in rear by unconceded lands, above by Ignace Champagne, and below by lands claimed by John McGregor. I make claim and set up title by virtue of a long possession, and improvements made by me, or those from whom I derive title.

PIERRE DELORME, his x mark.

Witness, PETER AUDRAIN.

This tract contains, by estimation, one hundred and twenty arpents, it being three arpents in front by forty in depth, is bounded in front by river St. Clair, in rear by unconceded lands, above by lands claimed by Ignace Champagne, and below by lands claimed by John McGregor.

Whereupon, Francois Chartier, Sen. was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, on the 1st July, 1796, Jacques Toulouse was in possession and occupancy of the premises, and continued so until he sold to one Reynier, who sold to Brindamour, from whom the claimant has purchased, and has possessed and occupied the same to this day.

The claimant, in support of his claim, exhibited the following deed, to wit:

Know all men by these presents, that I, Pierre Brindamour, carpenter, of river St. Clair, for and in consideration of the sum of eighty pounds, New York currency, equal to two hundred dollars, lawful money of the United States, to me in hand paid by Pierre Delorme, farmer, the receipt whereof I do hereby acknowledge, have granted, bargained, sold, alienated, and confirmed, and by these presents do bargain, grant, sell, alien, and confirm, unto the said Pierre Delorme, his heirs and assigns, forever, three acres of land in front, on river St. Clair, at Point aux Tremblés, bounded on the northeast by lands of Ignace Champagne, and southwest by lands of John McGregor, and running back forty acres, with all and singular the appurtenances whatsoever to the said premises belonging, or in anywise appertaining, and all the estate, right, title, interest, property, claim, or demand whatsoever of him, Pierre Brindamour, of, in, and to the said messuage, tenements, and premises, and of every part and parcel thereof, with the appurtenances: to have and to hold the said messuage, tenement, and premises, and every part and parcel thereof, with the appurtenances, unto the said Pierre Delorme, his heirs and assigns, forever. And the said Pierre Brindamour, for himself, his heirs and assigns, the said land and premises, and every part thereof, against himself, his heirs and assigns, and every person or persons whatever, (except the United States) will warrant and forever defend by these presents. In witness whereof the said Pierre Brindamour has unto these presents set his hand, and affixed his seal, this 26th day of September, in the year of our Lord 1807, at Detroit.

PIERRE BRINDAMOUR, his x mark. [L. s.]

Witnesses present, MARIE RACINE,
LOUIS CHARLES BOUETE.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 311; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And the Board adjourned to Saturday next, at nine o'clock in the forenoon.

REUBEN ATTWATER,
PETER AUDRAIN,
JAMES ABBOTT.

No. 10.

Transcript of decisions of the Commissioners of the Land Office at Detroit, for the month of September, 1808.

SEPTEMBER 3, 1808.

The Board met at nine o'clock in the forenoon, pursuant to adjournment.

No. 312. AARON THOMAS.—The Board took into consideration the claim of Aaron Thomas to a tract of land on river Rouge, which was entered with the former Commissioners of the Land Office at Detroit, in volume 4, page 66, under the date of 11th November, 1805.

This tract contains, by estimation, — acres, it being ten acres and five chains in front by forty acres in depth, bounded in front by river Rouge, on the lower side by lands claimed by John Dodemead, and on the upper side by lands claimed by the heirs of Godfrey Corbus.

Whereupon, Captain John Cissne was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, in March, 1796, one James Hobbs was in possession, and began to improve the premises by deadening and girdling trees, and continued so until one James Briggs succeeded him in the possession, and continued so until he sold to the claimant, who has possessed and occupied the same to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 312; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to Monday next, at nine in the forenoon.

MONDAY, September 5, 1808.

The Board met at nine o'clock in the forenoon, pursuant to adjournment.

No. 313. P. THIBAUT.—The Board took into consideration the claim of Captain Prosper Thibault to a tract of land on rivière Aux Loutres, (Otter creek,) which was entered with the former Commissioners of the Land Office at Detroit, in volume 1, page 292, under the date of 29th November, 1805.

This tract contains, by estimation, — arpent, it being seven arpents in front and three in rear, and between twenty-five and thirty arpents in depth, bounded in front by Otter creek, in rear by river Aux Vases, east by lands claimed by François Leonard, and west by lands claimed by Antoine Gui.

Whereupon, Jean Baptiste Dubreuil, junior, was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the claimant was in possession and occupancy of the premises, and has continued so to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 313; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 314. JEAN BAPTISTE DUBREUIL, JUN.—The Board took into consideration the claim of Jean Baptiste Dubreuil, junior, to a tract of land on rivière Aux Loutres, (Otter creek,) which was entered with the former Commissioners of the Land Office at Detroit, in volume 1, page 272, under the date of 29th November, 1805.

This tract contains, by estimation, one hundred and twenty-five arpents, it being five arpents in front by twenty-five in depth, bounded in front by Otter creek, in rear, towards river Raisins, by a farm claimed by Medard Couture, at Plaisance, east by a marsh bordering on lake Erie, and west by the lands claimed by Jean Duseau, dit Phinon.

Whereupon, Captain Prosper Thibault was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the claimant was in possession and occupancy of the premises, and has continued so to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 314; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to to-morrow, at nine in the forenoon.

TUESDAY, September 6, 1808.

The Board met at nine o'clock in the forenoon, pursuant to adjournment.

No. 315. THE WIDOW AND HEIRS OF JOSEPH POMAINVILLE, deceased.—The Board took into consideration the claim of the widow and heirs of Joseph Pomainville, deceased, to a tract of land situate at Grand Marais, on river Detroit; and the notice by them filed this day with the Commissioners of the Land Office at Detroit was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, September 6, 1808.

Take notice that we now enter with the Commissioners of the Land Office at Detroit our claim to a tract of land, situate on river Detroit, at Grand Marais, containing three arpents in front by forty in depth, bounded in front by river Detroit, in rear by unconceded lands, on one side by Louis Moran, and on the other side by Nicholas Campeau. We claim and set up title by virtue of possession, occupancy, and improvements made by us and those from whom we derive title.

The widow of JOSEPH POMAINVILLE,
and her children.

Witness, PETER AUDRAIN.

This tract contains, by estimation, one hundred and twenty arpents, it being three arpents in front by forty in depth, bounded in front by river Detroit, in rear by unconceded lands, above by lands claimed by Louis Moran, and below by lands claimed by Nicholas Campeau.

Whereupon, Phillis Peltier was brought forward as a witness in behalf of the claimants, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the widow and heirs of Joseph Pomainville were in possession and occupancy of the premises, and have continued so to this day.

And thereupon it doth appear to the commissioners that the claimants are entitled to the above described tract of land, and that they have a certificate thereof, which certificate shall be No. 315; and that they cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 316. LOUIS LEDUC.—The Board took into consideration the claim of Louis Leduc to a tract of land, situate at L'ance creuse, on lake St. Clair; and the notice by him filed was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, September 2, 1808.

Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim to a tract of land, situate at L'ance creuse, on lake St. Clair, containing three arpents in front by forty in depth, bounded in front by lake St. Clair, in rear by unconceded lands, above by one Panacha, and below by François Duchene. I claim by virtue of possession, occupancy, and improvements made by me or those from whom I derive title.

LOUIS LEDUC, his x mark.

Witness, PETER AUDRAIN.

This tract contains, by estimation, one hundred and twenty arpents, it being three arpents in front by forty in depth, bounded in front by lake St. Clair, in rear by unconceded lands, above by lands claimed by one Panacha, and below by lands claimed by François Duchene.

Whereupon, Jean Sunare was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, on the 1st July, 1796, one Champagne was in possession and occupancy of the premises, and continued so until he transferred the same to the deponent, who sold to the claimant, who has possessed and occupied the same to this day. The deponent further saith that the premises have been constantly cultivated and occupied from the 1st July, 1796, to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 316; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 317. FRANÇOIS MAGNEN DE SERRIERES.—The Board took into consideration the claim of François Magnen de Serrières to a tract of land, situate on river Raisins; and the notice by him filed the 18th July last was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, July 18, 1808.

Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim to a tract of land, situate on river Raisins, containing three arpents in front by eighty in depth, bounded in front by river Raisins,

in rear by unconceded lands, on one side, west, by Jacques and François Lasselle, and on the other side, east, by Pierre Tessier. I claim and set up title by virtue of possession, occupancy, and improvements made by me or those from whom I derive title.

For M. De SERRIERES,

PETER AUDRAIN.

This tract contains, by estimation, two hundred and forty arpents, it being three arpents in front by eighty in depth, bounded in front by river Raisins, in rear by unconceded lands, west by lands claimed by Jacques and François Lasselle, and east by lands claimed by Pierre Tessier.

Whereupon, Joseph Baron was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, Pierre Baron, dit Nanette, was in possession and occupancy of the premises, and continued so until the 27th December, 1806, when he sold to Messrs. Jacques and François Lasselle, as per deed here annexed, who possessed and tenanted the same until they sold to the claimant, as per deed here annexed, dated the 6th August, 1807, and that the claimant has possessed and tenanted the premises to this day. The claimant, in support of his claim, exhibited the two deeds above mentioned, which are in the words and figures following, to wit:

TERRITOIRE DE MICHIGAN:

Par devant les témoins soussignés fut présent Pierre Baron, lequel reconnoit avoir vendu, cédé, transporté, et délaissé, dès maintenant et à toujours, avec garantie de toutes dettes, hypothèques, dons, douaires, substitutions, et de tout trouble et empêchement généralement quelconque, à Messrs. Jacques et François Lasselle, à ce présent acceptants acquéreurs, pour eux, leurs hoirs, et ayant cause à l'avenir, une terre ou plantation sise et située sur le côté nord de la rivière aux Raisins, dans le district d'Erie, et territoire de Michigan, contenant trois arpents de front sur quatre-vingt arpents de profondeur, bornée à l'Ouest par les dits sieurs acquéreurs, et à l'Est par Pierre Tessier, par devant par la dite rivière aux Raisins, et par derrière par les terres non concédées; tel et ainsi que la dite terre ou plantation se poursuit et comporte circonstances et dépendances, que les dits acquéreurs disent bien savoir et connoître, et dont ils sont contents et satisfaits.

Cette vente, cession, transport, et délaissement, ainsi fait pour et moyennant la somme de cent pounds, cours de la Nouvelle York, que le dit Pierre Baron reconnoit avoir reçu comptant des dits acquéreurs, lors et avant la passation des présentes, dont il les tient quittés et déchargés, ainsi que tous autres. Au moyen de quoy, le dit vendeur a de ce moment transporté, et par ces présentes transporte aux dits acquéreurs, leurs hoirs, et ayant cause à l'avenir, tous et tels droits de propriété, noms, raisons, actions, et tous autres droits qu'il a et a pu avoir, voulant et entendant qu'il en soit mis en bonne possession et seigneurie, par qui et ainsi qu'il appartiendra, en vertu des présentes. Car ainsi sont convenues les parties de bonne foy, &c. &c.

Fait et passé au Detroit, le 27ème jour du mois de Décembre, en l'an de notre Seigneur 1806; et le dit Pierre Baron, ayant déclaré ne savoir signer, a fait sa marque ordinaire, et a scellé en présence de témoins.

PIERRE BARON, sa \times marque. [L. s.]

Scellé et délivré en présence de

Th. L'ECUEUR,
ANTOINE LASSELLE.

TERRITORY OF MICHIGAN, to wit:

Personally appeared before me, the undersigned, one of the Justices of the Peace in the district of Detroit, Pierre Baron, the above grantor, to whom I read, in French, the foregoing deed of bargain and sale, and acknowledged the same to be his free and voluntary act and deed for the purposes therein contained, that he had made his mark, and affixed his seal thereto, and that as such it may be recorded.

In testimony whereof, I have hereunto subscribed my name, at Detroit, the 27th day of December, 1806.

PETER AUDRAIN, J. P. D. D.

TERRITOIRE DE MICHIGAN, District du Detroit:

Par devant les témoins soussignés furent présents Messrs. Jacques et François Lasselle, négociants, demeurants dans le district du Detroit et territoire de Michigan, lesquels ont reconnus, et par ces présentes reconnoissent avoir vendu, cédé, transporté, et délaissé, dès maintenant et à toujours, avec garantie de toutes dettes, hypothèques, dons, douaires, substitutions, et de tout trouble et empêchement généralement quelconque, excepté de la part des Etats Unis, à Monsieur François Magnien de Serrières, du district et territoire susdit, à ce présent acceptant acquéreur, pour lui, ses hoirs, et ayant cause à l'avenir, une terre ou plantation sise et située sur le côté nord de la rivière aux Raisins, dans le district d'Erie, et territoire de Michigan, contenant trois arpents de front sur quatre-vingt arpents de profondeur, bornée à l'Ouest par les dits vendeurs, et à l'Est par Pierre Tessier, par devant par la dite rivière aux Raisins, et par derrière par les terres non concédées; tel et ainsi que la dite terre se poursuit et comporte de toutes parts, circonstances, et dépendances, que le dit acquéreur dit bien savoir et connoître, et dont il est content et satisfait.

Cette vente, cession, transport, et délaissement, ainsi fait pour et moyennant la somme de deux cent pounds, cours de la Nouvelle York, que le dit acquéreur promet et s'oblige de payer aux dits vendeurs, comme suit, savoir: deux cent piastres en whiskey, bon et marchand, à raison de six cheflings le gallon, payable d'ici au printemps; et que le dit acquéreur s'oblige de faire livrer aux dits vendeurs, par le Sieur Berthelet, deux cent piastres en articles de sellier, au prix d'argent comptant, que le dit acquéreur promet et s'oblige de faire livrer aux dits vendeurs, par James Andersun, sellier au Detroit, d'ici au printemps, et cent piastres en argent, que le dit acquéreur promet et s'oblige de payer aux dits vendeurs dans un mois de ce jour.

Et pour sureté desquels différents payements, le dit acquéreur a de ce moment affecté et hypothéqué aux dits vendeurs, leurs hoirs, et ayant cause à l'avenir, tous ses biens réels et personnels, et spécialement la dite terre ou plantation susdite, jusqu'au parfait et entier payement.

Au moyen de quoy, les dits vendeurs ont de ce moment transporté, et par ces présentes transportent au dit acquéreur, ses hoirs, et ayant cause à l'avenir, tous et tels droits de propriété, noms, raisons, actions, et tous autres droits qu'ils ont et ont pu avoir sur la dite terre ou plantation, voulant et entendant qu'il en soit mis en bonne possession et seigneurie, par qui et ainsi qu'il appartiendra, en vertu des présentes.

Fait et passé au Detroit, dans le district du Detroit, et territoire de Michigan, et les parties ont signé et scellé, après lecture faite, en présence de témoins, le 6 Aout, 1807.

J. & F. LASSELLE. [L. s.]
DE LA SERRIERES. [L. s.]

Signé, scellé, et délivré, en présence de

JOHN GENTLE,
PETER AUDRAIN.

TERRITORY OF MICHIGAN, District of Detroit, ss.

Personally appeared before me, the undersigned, one of the Justices of the Peace in the district of Detroit, the parties to the within deed, and both acknowledged the foregoing instrument of writing to be their act and deed for the purposes therein contained, and that, as such, it may be recorded.

In testimony whereof, I have hereunto set my hand, and affixed my seal, at Detroit, the 7th day of August, 1808.

PETER AUDRAIN, J. P. D. D. [L. s.]

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 317; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to Friday next, at nine in the forenoon.

FRIDAY, September 9, 1808.

The Board met at nine o'clock in the forenoon, pursuant to adjournment.

No. 318. JAMES CARTWRIGHT.—The Board took into consideration the claim of James Cartwright to a tract of land on river St. Clair, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 17, under the date of 5th November, 1805.

This tract contains, by estimation, about two hundred and forty acres, it being about six acres in front by forty in depth, bounded in front by river St. Clair, in rear by lands claimed by Alexander Harrow, north by lands claimed by Samuel Cribble, and south by lands claimed by Toussaint Chovin.

Whereupon, William Thorn, Jun, was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the claimant was in possession and occupancy of the premises, and has continued so to this day.

And thereupon, it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 318; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to Monday next, at nine o'clock in the forenoon.

MONDAY, September 12, 1808.

The Board met at nine o'clock in the forenoon, pursuant to adjournment.

No. 319. JOSEPH CAMPEAU.—The Board took into consideration the claim of Joseph Campeau, grantee of Louis Maure, to a tract of land situate on river Huron, which was entered by said Louis Maure with the former Commissioners of the Land Office at Detroit, vol. 2, page 60, under the date of January 15, 1806.

This tract contains, by estimation, — arpents, it being five arpents in front, extending in depth to lake St. Clair, bounded in front by river Huron, in rear by lake St. Clair, on one side by lands claimed by Louis Chapoton, Jun., and on the other side by lands claimed by the claimant.

Whereupon, William Tucker was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, Louis Maure was in possession and occupancy of the premises, and continued so until he executed to the claimant the following deed of bargain and sale, to wit:

TERRITOIRE DE MICHIGAN, *District du Detroit*:

Par devant les témoins soussignés fut présent Louis Maure, habitant demeurant sur la rivière aux Hurons, et a présent en cette ville du Detroit, lequel a reconnu avoir vendu, cédé, transporté, et délaissé, dès maintenant et a toujours, avec garantie de toutes dettes, hypothèques, dons, douaires, substitutions, évictions, et aliénations, et de tout trouble et empêchement généralement quelconque, au Sieur Joseph Campeau, négociant, demeurant au côté du nord-est, dans le district du Detroit, à ce présent acceptant acquéreur, pour lui, ses heirs, et ayant cause à l'avenir, une terre ou plantation sise et située dans le district de Huron, et territoire de Michigan, consistante en cinq arpents de front, et s'étendant en profondeur jusqu'au lac St. Clair; bornée par devant par la rivière aux Hurons, en arrière par le lac St. Clair, d'un côté par la terre de Louis Chapoton le jeune, et de l'autre côté par une terre du dit acquéreur, que le dit Joseph Campeau dit bien savoir et connoître, et dont il est content et satisfait. Cette vente, cession, transport, et délaissement, ainsi fait pour et moyennant le prix et somme de trois cent pounds, cours de la Nouvelle York, que le dit Louis Maure reconnoît avoir reçu du dit Joseph Campeau, lors et avant la passation des présentes, dont il le tient quitte et déchargé, ainsi que tous autres.

Au moyen de quoy, le dit vendeur a de ce moment transporté, et par ces présentes transporte au dit acquéreur, ses heirs, et ayant cause à l'avenir, tous et tels droits de propriété, noms, raisons, actions, et tous autres droits qu'il a et a pu avoir sur la dite terre ou plantation, voulant et entendant qu'il en soit mis en bonne possession et seigneurie, par qui et ainsi qu'il appartiendra, en vertu des présentes.

Fait et passé au Detroit, le dixième jour du mois de Septembre, mil huit cent huit; et le dit Louis Maure, ayant déclaré ne savoir signer, a fait sa marque ordinaire, et a scellé, après lecture faite, en présence des témoins.

LOUIS MAURE, sa \times marque. [L. s.]

Scellé et délivré en présence de

JOS. WATSON,
CHARLES POUPARD.

TERRITORY OF MICHIGAN, *District of Detroit*, ss.

Personally appeared before me, the undersigned, one of the Justices of the Peace in the district of Detroit, Louis Maure, the above grantor, to whom I read, in French, the foregoing deed of bargain and sale, and he acknowledged the same to be his free and voluntary act and deed for the purposes therein contained, and that, as such, it might be recorded.

In testimony thereof, I have hereunto set my hand, at Detroit, the 18th day of September, 1808.

PETER AUDRAIN, J. P. D. D.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 319; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to Wednesday next, at nine in the forenoon.

WEDNESDAY, September 14, 1808.

The Board met at nine o'clock in the forenoon, pursuant to adjournment.

The Board reconsidered the claim of Jean Batiste Nantay, (No. 163,) which had been before considered on the 30th and 23d day of June last, and then postponed for further consideration.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 163; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to to-morrow, at nine in the forenoon.

THURSDAY, September 15, 1808.

The Board met at nine o'clock in the forenoon, pursuant to adjournment.

No. 320. JEAN BATISTE ST. LAURENT.—The Board took into consideration the claim of Jean Batiste St. Laurent to a tract of land, situate on lake St. Clair; and the notice by him filed on the 15th July last was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, July 15, 1808.

Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim to a tract of land, situate at l'Ance creuse, on lake St. Clair, containing three arpents in front by forty in depth, bounded in front

by lake St. Clair, in rear by unconceded lands, on one side, northeast, by the farm of Batiste Ambroise Tremblé, on the other side, southwest, by François Ambroise Tremblé. I claim and set up title by virtue of possession, occupancy, and improvements made by me or those from whom I derive title.

JEAN BATISTE ST. LAURENT.

This tract contains, by estimation, one hundred and twenty arpents, it being three arpents in front by forty in depth, bounded in front by lake St. Clair, in rear by unconceded lands, northeast by lands claimed by Batiste Ambroise Tremblé, and southwest by lands claimed by François Ambroise Tremblé.

Whereupon, Gayet Tremblé was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, on the 1st July, 1796, Gabriel Reneau was in possession and occupancy of the premises, and continued so until he gave the same to his brother Louis Reneau, who sold to Bazile Crequi, from whom the claimant has purchased, and has possessed and occupied the premises to this day.

The claimant, in support of his claim, exhibited the following deed of bargain and sale, to wit:

To all to whom these presents may come, be it known that I, Bazile Crequi, of the district of Detroit and Huron, within the territory of Michigan, for and in consideration of ninety dollars, good and lawful money of the United States, the receipt whereof I do hereby acknowledge, and Baptiste St. Laurent, his heirs and assigns, therefrom and thereof do also hereby acquit and forever exonerate, and, for other good and valuable causes and considerations, the said Bazile Crequi thereunto specially moving, have given, granted, sold, and conveyed, and do hereby give, grant, sell, and convey, to Baptiste St. Laurent, his heirs and assigns, forever, a certain parcel of ground, situate, lying, and being at l'Ance creuse, fronting on lake St. Clair, having three acres (arpents) in front by forty acres (arpents) in depth, bounded on the northeast side by the farm of Baptiste Ambroise Tremblé, and on the southwest side by the farm of François Tremblé, dit Ambroise: to have and to hold the above granted premises, together with all the privileges and appurtenances thereunto belonging, and of right appertaining, to the aforesaid Baptiste St. Laurent, his heirs and assigns, forever. And I do covenant, both for myself, my heirs, executors, administrators, and assigns, with the said Baptiste, his heirs and assigns, that he, the said Baptiste, his heirs and assigns, shall not be in anywise troubled and interrupted in the quiet possession and enjoyment of the abovementioned premises, by me, my heirs, executors, administrators, and assigns, or any other person or persons whatsoever, lawfully claiming, or to claim, by, from, or under me, or them, or any of us, in anywise howsoever.

In witness whereof, I, the said Bazile Crequi, and Veronique Crequi, my wife, in testimony that she relinquishes all her right to dower and alimony in and to the above described premises, have hereunto set our hands and seals, this fifteenth day of July, in the year of our Lord one thousand eight hundred and eight.

BAZILE CREQUI, his \times mark. [L. s.]

VERONIQUE CREQUI, her \times mark. [L. s.]

Signed, sealed, and delivered, in presence of

LOUIS FELTIER,
ALEXIS CERAIT.

TERRITORY OF MICHIGAN, *District of Detroit*, ss.

Attest, that on the fifteenth day of July, in the year of our Lord one thousand eight hundred and eight, personally came and appeared before me, the undersigned, notary public in and for the district of Detroit, Bazile Crequi, and one of the within grantors, who acknowledged the within instrument of writing to be his act and deed for the purposes therein contained. Also, appeared Veronique Crequi, wife of the said Bazile Crequi, and one of the within grantors, who, having been, pursuant to the law of the aforesaid territory, examined by me, privily and apart from her husband, declared and acknowledged that she had affixed her mark and seal to the within instrument of writing without any fear, threat, or compulsion from her husband, but of her own free will and consent: further, that she doth still approve of the said act, wishes not to retract it, and desires that it may be recorded as such.

Given under my hand and seal of office, in the city of Detroit, the day and year above written.

JOSEPH WATSON, N. P. D. D. [L. s.]

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 320; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to Saturday next, at nine o'clock in the forenoon.

SATURDAY, September 17, 1803.

The Board met at nine o'clock in the forenoon, pursuant to adjournment.

No. 321. LOUIS GRIFFARD, JUN.—The Board took into consideration the claim of Louis Griffard, Jun. to two tracts of land, now united in one farm, situate at Grand Marais, on river Detroit; and the notice by him filed on the 14th instant, was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, September 16, 1803.

Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim to two tracts of land, now united in one farm, containing six arpents in front by forty in depth, bounded in front by river Detroit, in rear by unconceded lands, northeast by Jean Batiste Alloire, dit Lapierre, and southwest by Pierre Griffard. I claim and set up title by virtue of possession, occupancy, and improvements made by me, or those from whom I derive title.

PETER AUDRAIN,

For Louis Griffard, Jun.

This tract contains, by estimation, two hundred and forty arpents, it being six arpents in front by forty in depth. It was formerly divided in two tracts, now united in one farm; is bounded in front by river Detroit, in rear by unconceded lands, northeast by lands claimed by Jean Batiste Alloire, dit Lapierre, and southwest by lands claimed by Pierre Griffard.

Whereupon, Nicholas Campeau was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, on the 1st July, 1796, one Laderoute was in possession and occupancy of three arpents of the premises, and continued so until he sold to Ignace Thibault, who possessed and occupied it until he sold to the claimant, as per deed here exhibited to be recorded; and the claimant has possessed and occupied the same to this day. And that on the 1st July, 1796, Louis Griffard, Sen. was in possession and occupancy of the other three arpents, and has continued so until he sold to his son, (the present claimant,) as per deed exhibited to be recorded. The two deeds are in the words and figures following, to wit:

TERRITOIRE DU MICHIGAN, *District du Detroit*:

A tous à qui ces présentes viendront, qu'il soit connu et manifesté que ce-jourdhuy, le premier jour de Décembre, l'an de notre Seigneur mil huit cent sept, par devant moy, George McDougall, notaire public du territoire et district cy-dessus, par autorité licite dument commissionné et sermenté suivant la loy, résidant en la cité du Detroit, et témoins soussignés, personnellement a comparu Ignace Thibault, du dit district du Detroit, lequel reconnoît par ces présentes, qu'en consideration de la somme de deux cent vingt-cinq piastres, ou dollars, monoye légale des

Etats Unis, à lui payé comptant par Louis Griffard, fils, du dit district du Detroit, la recette de laquelle somme il avoue d'avoir reçu avant la passation du présent contrat; lui, le dit Ignace Thibault, reconnoit avoir vendu, cédé, quitté, transporté, et délaissé, dès maintenant et à toujours, avec garantie de tous troubles, doires, hypothèques, et de toute autre empêchement généralement quelconque, et il vend, cède, quitte, transporte, et délaissé par ces présentes au dit Louis Griffard, fils, pour lui, ses hoirs, et ayant cause, une terre avec tous les bâtimens et clôtures susconstruits, sisé et située au Grand Marais, de trois arpents de front sur quarante arpents de profondeur, bornée en front par l'entrée du lac St. Clair, en profondeur par les terres non cédées, au nord-est par Jean Baptiste Alloire, dit Lapierre, et au sud-ouest par Louis Griffard, père, sans aucune réserve. D'avoir et tenir les prémisses accordé et cédé comme est dit, avec toutes les privilèges et appartenances d'icelle, à lui, le dit Louis Griffard, fils, ses hoirs, et ayant cause, à perpétuité. Et moi, le dit Ignace Thibault, pour moi-même, mes hoirs, exécuteurs, et administrateurs, j'agréé et convient avec le dit Louis Griffard, fils, ses hoirs, et ayant cause, que je garantirai et défendrai les prémisses susdites au dit Louis Griffard, fils, ses hoirs, et ayant cause, pour tous jours, contre les claims et demandes de toutes personnes quelconques, le droits des Etats Unis excepté. En foy de quoi, le dit Ignace Thibault a signé et scellé le présent contrat, en la présence de moi, le dit notaire, et témoins soussignés, le jour, mois, et an susdit; et en confirmation d'icelle de surplus, moi, le dit notaire, j'ai à ceci aussi posé ma signature et mon cachet d'office notarial.

D'IGNACE THIBAUT, sa + marque, [L. s.]
MADELAINE THIBAUT, sa + marque. [L. s.]

Signé, scellé, reconnu, et livré, en présence de
WILLIAM JONES,
JEAN DURETTE.

GEORGE McDougall, Notaire Public, T. M. D. D.

TERRITORY OF MICHIGAN, District of Detroit, to wit:

Personally appeared before me, George McDougall, Notary Public of the said territory for the district of Detroit, Ignace Thibault, and Madelaine his wife, who acknowledged that they had voluntarily signed, sealed, and delivered the within deed for the purposes therein contained; and I do further certify and attest, that I examined the said Madelaine Thibault privily and apart from her husband, the said Ignace Thibault, and she declared to me that she did freely and willingly seal and deliver the said deed, which I have had explained to her, and she wishes not to retract it, and consenteth that it may be recorded.

In testimony whereof, I have granted the present certificate under my notarial form and seal of office, at the city of Detroit, the 1st December, 1807.

GEORGE McDougall, Notary Public.

TERRITOIRE DE MICHIGAN, District du Detroit, savoir:

Par devant George McDougall, Notaire Public du dit territoire et district, résidant dans la cité du Detroit, et témoins soussignés, furent présents le Sieur Louis Griffard, père, et Marguerite sa femme, lesquels considerant leurs infirmités corporels, quoique sain d'esprit, mémoire, et entendement, et en considération de l'amitié et de l'amour naturel qu'ils ont pour leur fils, Louis Griffard, ont de leur bon gré, et sans aucunes contraintes, fait donation entré vifs en la meilleure forme, que faire se peut et irrevocable, au dit Louis Griffard, fils, à ce présent et acceptant donataire, pour lui, ses hoirs, et ayant cause à l'avenir, de tous leur biens, meubles et immeubles, consistant les dits biens en trois arpents de terre, qui se tiennent, de front sur quarante de profondeur, prenant par devant au nord et sur le bord du lac St. Clair, et par derrière aux terres non concédées, borné d'un côté, au sud-ouest, à la terre de Pierre Griffard, et de l'autre côté, au nord-est, à celle du dit donataire, avec une maison et autres bâtimens susconstruits, et autres ameliorations, que le dit donataire dit bien connoître, ainsi que tous les animaux qui leur appartiennent à présent, meubles de ménage, et ustensiles d'agriculture, &c. le tous aux dits donateurs appartenant, suivant les titres qu'ils en ont, que le dit donataire dit bien connoître aussi, ainsi que tous les biens mentionnés en cette présente donation, pour les avoir tous vû et visité, d'ont il est content et satisfait, déclarant les dits donateur et donatrice n'en rien excepter ny retenir. Cette donation ainsi faite à les clauses et conditions suivantes, savoir: que le dit Louis Griffard, fils, promet et s'oblige envers les dits Louis Griffard, son père, et Marguerite Griffard, sa dite mère, de le bien nourrir, chérir, les entretenir de hardes, linges, feu, et lumière, tant en santé qu'en maladie, et au dit cas de maladie de les soigner, et faire soigner, comme il convient, de leur fournir du vin, du rum, et autres douceurs, tant en maladie que dans leur besoin, et ce tout le tems de leur vie, et après leur morts, de les faire enterrer décentement, s'oblige aussi le dit donataire de payer toutes leurs dettes que les dits donateurs ont contracté, tant anciennes que nouvelles, et d'en retirer des quittances, ayant le dit Louis Griffard, fils, promis, et il promet par ces présentes, d'accomplir ce que dessus, sous peine de revocation des présentes. Et en vertu de ce, les dits sieur et dame donateurs, chacun pour lui, ont mis et mettent le dit donataire en bonne possession et seigneurie de tous leurs dits biens, à commencer la jouissance de ce jour, pour par lui, ses hoirs, et ayant cause à l'avenir, user, faire jouir et disposer comme de biens à lui appartenant, à les clauses et conditions mentionnées dans les autres parts, car ainsi est la volonté des dites parties. Fait et passé au dit Detroit, en la chambre du dit notaire, le 17ème jour de Septembre, en l'an de notre Seigneur 1808; et ayant les parties déclarées ne savoir signer de cet enquis, ont fait leurs marques ordinaires, et scellé après lecture faite.

LOUIS GRIFFARD, père, + sa marque, [L. s.]
MARGUERITE GRIFFARD, + sa marque, [L. s.]

Signé, scellé, et livré, en la présence de

G. GODFROY,
J. N. BOBIEN.

Aussi reconnu devant moy,

GEORGE McDougall, Notaire Public.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 321; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 322. NICHOLAS CAMPEAU.—The Board took into consideration the claim of Nicholas Campeau to a tract of land, situate at Grand Marais; and the notice by him filed was read, in the words and figures following to wit:

To the Register of the Land Office at Detroit.

SIR:

Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim to a tract of land at Grand Marais, containing six arpents in front by forty in depth, bounded in front by river Detroit, in rear by unconceded lands, northeast by the heirs of Joseph Pomainville, and southwest by Louis Tremblé. I claim and set up title by virtue of possession, occupancy, and improvements made by me or those from whom I derive title.

FOR NICHOLAS CAMPEAU,
PETER AUDRAIN.

This tract contains, by estimation, two hundred and forty arpents, it being six arpents in front by forty in depth, bounded in front by river Detroit, in rear by unconceded lands, northeast by lands claimed by the widow and heirs of Joseph Pomainville, deceased, and southwest by lands claimed by Louis Tremblé.

Whereupon, Louis Griffard, Sen. was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, on the 1st July, 1796, the claimant was in possession and occupancy of the premises, and has continued so to this day.

DETROIT, September 14, 1808.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 322; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

The Board reconsidered the claim of Meldrum and Park, (No. 192,) which was postponed for consideration on the 29th of June last.

Whereupon, Antoine Provot was brought forward as a witness in behalf of the claimants, who, being duly sworn, deposed and said, that, on the 1st July, 1796, one Nicholas Petit was on the premises as a tenant of the claimants, and remained thereon a little more than one year; that he, the deponent, succeeded to Nicholas Petit; and lived on the premises one year; that, after he left it, one Dupré took his place, and remained thereon four or five years. The deponent further saith, that he had one hundred and five acres under enclosure, when he left the place.

François Dupré, another witness, being sworn, deposed and said, that he succeeded to Antoine Provot on the premises, and remained thereon four or five years.

Louis Thibault, another witness, being sworn, deposed and said, that he and his brother Gabriel, and one Landroche, have been living on that tract as tenants to Meldrum and Park these two years, and that eighteen acres have been enclosed in addition to the former enclosures.

The Board reconsidered the claim of Meldrum and Park, (No. 193,) which was postponed for consideration on the 29th June last.

Whereupon, Ignace Thibault was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, for these two years, he has been living on this tract of land as a tenant of the claimants, and has enclosed about six and a half arpents in superficies.

The Board reconsidered the claim of John Dicks, (No. 117,) which was affirmed to the claimant on the 4th of June last, the commissioners having been informed that the said Dicks had obtained the same by fraud.

François Chovin, who had been subpoenaed as a witness in behalf of the United States, appeared, and, being duly sworn, deposed and said, that, on the 1st July, 1796, the claimant was in possession, and had improved part of the premises by building a house, which he removed from the premises about three years ago.

And then the Board adjourned to Monday next, at nine o'clock in the forenoon.

MONDAY, September 19, 1808.

The Board met at nine o'clock in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Thursday next, at nine o'clock in the forenoon.

THURSDAY, September 22, 1808.

The Board met at nine o'clock in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Saturday next, at nine in the forenoon.

SATURDAY, September 24, 1808.

The Board met at nine o'clock in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Tuesday next, at nine o'clock in the forenoon.

TUESDAY, September 27, 1808.

The Board met at nine o'clock in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Friday next, at nine in the forenoon.

FRIDAY, September 30, 1808.

The Board met at nine o'clock in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Monday next, at nine in the forenoon.

REUBEN ATTWATER,
PETER AUDRAIN,
JAMES ABBOTT.

No. 11.

Transcript of decisions of the Commissioners of the Land Office at Detroit, for the month of October, 1808.

MONDAY, October 3, 1808.

The Board met at nine o'clock in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Wednesday next, at nine in the forenoon.

WEDNESDAY, October 5, 1808.

The Board met at nine o'clock in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Saturday next, at nine in the forenoon.

SATURDAY, October 8, 1808.

The Board met at nine o'clock in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Tuesday next, at nine in the forenoon.

TUESDAY, October 11, 1808.

The Board met at nine o'clock in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Friday next, at three o'clock in the afternoon.

FRIDAY, October 14, 1808.

The Board met at three o'clock in the afternoon, pursuant to adjournment.

The Board reconsidered the claim of James Baby, Esq. (No. 216,) which was postponed for further evidence the 6th and 12th of July last.

Whereupon, Charles Chovin, being sworn as a witness in behalf of the claimant, deposed and said, that, previous to the 1st of July, 1796, the claimant was in possession, and tenanted the premises, and that this tract has been cultivated every year from that time to this day; that Noel Chovin, father-in-law of this deponent, was living on the tract of land adjoining on the 1st July, 1796, and continued so until 1802; and that since that time Pierre Chene has had possession as a tenant to the claimant, and has continued so to this day.

François Trudel, another witness, being sworn, deposed and said, that Isidore Delille was living as a tenant to the claimant on the first above described tract on the 1st July, 1796, and that, to the best of his knowledge, has always been cultivated every year.

Gabriel Godfroy, senior, another witness, being sworn, deposed and said, that, on the 1st July, 1796, the claimant was in possession, and tenanted the two above tracts, and that they have been cultivated every year since that time to this day by the tenants of the claimant.

And then the Board adjourned to Monday next, at nine o'clock in the forenoon.

MONDAY, October 17, 1808.

The Board met at nine o'clock in the forenoon, pursuant to adjournment; and, there being no business, adjourned to to-morrow, at nine in the forenoon.

TUESDAY, October 18, 1808.

The Board met at nine in the forenoon, pursuant to adjournment.

No. 323. MICHAEL DOUSMAN.—The Board took into consideration the claim of Michael Dousman to a tract of land on the island of Bois Blanc; and the notice by him filed this day was read in the words and figures following, to wit:

To PETER AUDRAIN, Esq. Register of the Land Office at Detroit.

SIR:

DETROIT, October 5, 1808.

Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim to a tract of land, situate on the north side of Bois blanc, containing in the whole six hundred and forty acres, being twenty acres in front by thirty-two acres in depth, bounded in the front by the strait of Michillimackinack, in the rear by land unlocated, on the east and west by lands of the United States. I set up claim by virtue of possession, and valuable improvements made by me or those from whom I derive title.

MICHAEL DOUSMAN.

This tract contains, by estimation, six hundred and forty acres, it being sixteen acres in front by forty in depth, bounded in front by the strait of Michillimackinack, and in rear by unlocated lands, on the east and west by lands of the United States.

Whereupon, Daniel Daly was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, on the 1st of July, 1796, one Lagarée was in possession and occupancy of the premises, and was still in possession in 1797, when the deponent left Michillimackinack; that there were six or eight acres improved and cultivated in 1796.—Postponed.

No. 324. MICHAEL DOUSMAN.—The Board took into consideration the claim of Michael Dousman to a right of preference to a tract of land, situate on the island of Michillimackinack; and the notice by him filed this day was read in the words and figures following, to wit:

To PETER AUDRAIN, Esq. Register of the Land Office at Detroit.

SIR:

DETROIT, October 5, 1808.

Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim of the right of preference of purchase of a tract of land, situate near the centre of the island of Michillimackinack, containing two hundred acres, running east and west in its length, say sixteen and a half acres, and north and south, in its breadth, say twelve acres, bounded on the north by a swamp denominated and known under the name of Cedar swamp, on the east by the lands of the United States, on the south by lands also belonging to the United States, and on the west by a spring.

MICHAEL DOUSMAN.

This tract contains, by estimation, two hundred acres, it being twelve acres from north to south by sixteen and a half from east to west.

Whereupon, Daniel Daly was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, in the year 1803, the claimant was in possession, and had improved part of the premises, and has continued to cultivate the same to this day.

Thomas Cowles, another witness in behalf of the claimant, being sworn, deposed and said, that, in March and April, 1803, he helped to improve this tract for the claimant, and that the claimant was still improving the premises in 1805, when the deponent left Michillimackinack.—Postponed.

No. 325. SAMUEL ABBOTT, Esq.—The Board took into consideration the claim of Samuel Abbott, Esq. to a lot of ground at Michillimackinack, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 2, page 33, under the date of December 26, 1805.

This lot contains forty-six feet in front by fifty-one feet in depth, bounded in front by the main street, in rear by the house and concerns of Joseph Gui, southwest by widow Solomon, and northeast by one Petit.

Whereupon, Daniel Daly was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, James Aird was in possession and occupancy of the premises, and continued so until he sold to Bartholomew Noble, from whom the claimant has purchased, and has possessed and occupied the same to this day.—Postponed.

No. 326. SAMUEL ABBOTT, Esq.—The Board took into consideration the claim of Samuel Abbott, Esq. to a lot of ground at Michillimackinack, which was entered with the former Commissioners of the Land Office at Detroit, in volume 2, page 33, under the date of the 26th December, 1805.

This lot contains seventy-five feet in front by one hundred and seventy feet, more or less, in depth, bounded in front by the main street, in rear by the Government's ground, south by a lot now owned by Lashley, and north by a lot formerly owned by Noel Rocheclave.

Whereupon, Daniel Daly was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, on the 1st July, 1796, René Nadeau was in possession and occupancy of the premises, and continued so until he sold to the claimant, who has possessed and occupied the same to this day.—Postponed.

The Board reconsidered the claim of Pierre Lacroix, which was postponed on the 25th August.

Whereupon, Michael Dousman was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that claimant has been in possession and occupancy of the premises three or four years.—Postponed.

No. 327. AMBROISE DAVENPORT.—The Board took into consideration the claim of Ambrose Davenport to a lot of ground at Michillimackinack, which was entered with the former Commissioners of the Land Office at Detroit, in volume 2, page 2, under the date of December 24, 1805.

This lot contains one hundred and thirty feet in front, more or less, extending back to the public ground, bounded in front by the main street, on one side by Giasson, and on the other side by Ogilvy's lot.

Whereupon, Daniel Daly was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, on the 1st July, 1796, David McCrae was in possession and occupancy of the premises, and continued so until he sold to John Ogilvy, from whom the claimant purchased, and has possessed and occupied the same to this day.—Postponed.

No. 328. PIERRE DUMAY.—The Board took into consideration the claim of Pierre Dumay to a tract of land, on river Rouge; and the notice by him filed this day was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, October 17, 1808.

Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim to a tract of land, on which I have lived for more than twenty years, situate on the fork of river Rouge, called Arbres Matachés, containing three arpents and fifty links in front, and extending in depth about forty arpents, to the Pattawattamies road, bounded in front by the fork of said river Rouge, and in rear by the Pattawattamies road, above by lands claimed by James Baby, and below by lands claimed by Charles Rouleau. I claim and set up title by virtue of an uninterrupted possession of more than twenty years, and improvements made by me.

For PIERRE DUMAY,
PETER AUDRAIN.

This tract contains, by estimation, — arpents, it being three arpents and fifty links in front, and extending in depth to the Pattawattamies road, bounded in front by a fork of the river Rouge, above by lands claimed by James Baby, Esq. and below by lands claimed by Charles Rouleau.

Whereupon, Teophile Metté was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, many years previous to the 1st July, 1796, the claimant was in possession and occupancy of the premises, and has continued so without any interruption to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 328; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 329. LOUIS GRAVELLE.—The Board took into consideration the claim of Louis Gravelle to a lot of ground at Michillimackinack; and the notice by him filed was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

DETROIT, October 18, 1808.

Notice is hereby given that Louis Gravelle, of the island of Michillimackinack, makes entry and claim with the Commissioners of the Land Office at Detroit, for a certain lot of ground, situated in the village of Michillimackinack, upon the island of same name, with the buildings and improvements thereon made, of seventy feet front or thereabouts, and extending back to the hill for depth, is bounded in front by the lake Huron, in rear by the hill or second bank, southerly by a lot formerly belonging to Coates, northeasterly by a lot belonging to Toussaint Pothier; sets up claim by deed from George Meldrum, also by possession, improvements, &c.

SOL. SIBLEY, Attorney.

The lot contains seventy feet in front, or thereabouts, extending back to the hill, bounded in front by lake Huron, in rear by the hill or second bank, northeast by a lot of Toussaint Pothier, and southwest by a lot formerly belonging to John Coates.

Whereupon, Daniel Daly was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, on the 1st July, 1796, Patrick McGulpin tenanted the premises under the claimant, and has continued as a tenant to this day.—Postponed.

No. 330. GILLORY AND BRISBOIS.—The Board took into consideration the claim of Gillory and Brisbois to a lot of ground at Michillimackinack, which was entered with the former Commissioners of the Land Office at Detroit, in volume 2, page 12, under the date of 24th December, 1805.

This lot contains seventy-five feet in front and depth, is bounded on the lake in front, and in rear by a cross street, on one side by John Gregory's lot, and on the other side by John McNamara's lot.

Whereupon, Daniel Daly was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, on the 1st day of July, 1796, Gillory was in possession and occupancy of the premises, and has continued so to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 330; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of ground therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to to-morrow, at nine in the forenoon.

WEDNESDAY, October 19, 1808.

The Board met at nine o'clock in the forenoon, pursuant to adjournment; and, there being no business, adjourned to to-morrow, at nine in the forenoon.

THURSDAY, October 20, 1808.

The Board met at nine o'clock in the forenoon, pursuant to adjournment.

No. 331. GEORGE SHINDLER.—The Board took into consideration the claim of George Shindler to a tract of land on the island of Michillimackinack; and the notice by him filed yesterday was read in the words and figures following, to wit.

To the Register of the United States Land Office at Detroit.

SIR:

DETROIT, October 19, 1808.

George Shindler, of Michillimackinack, gives notice of claim, and hereby makes entry with the Commissioners of the United States Land Office at Detroit, of a certain tract of land, or farm, whereof he is proprietor and owner, situated upon the island of Michillimackinack, upon the southwest side thereof, containing six hundred and forty acres, being sixteen acres in front by forty in depth, bounded in front by the strait of lake Michigan, on both sides and rear by unlocated lands of the United States, being the same tract of land or farm by the claimant purchased of one Jeaneux; sets up and makes claim to said farm or tract of land, by virtue of occupancy, improvements, and long and continued possession, in himself and in and by those under whom he sets up title and claim in and to said tract of land.

GEORGE SHINDLER,

By Solomon Sibley, his attorney.

This tract contains, by estimation, six hundred and forty acres, it being sixteen acres in front by forty in depth, bounded in front by the strait of lake Michigan, and on both sides and rear by unlocated lands.

Whereupon, Daniel Daly was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, on the 1st July, 1796, one Cadien was in possession and occupancy of the premises as tenant to the claimant, and continued so until last spring, since which time the claimant has himself cultivated the same; that this tract was improved before 1796, and has been constantly cultivated ever since to this day.

Michael Dousman, another witness, being sworn, deposed and said, that there are upwards of twelve acres in cultivation.

No. 332. MICHAEL DOUSMAN.—The Board took into consideration the claim of Michael Dousman to a lot of ground at Michillimackinack, purchased by him from the legal representatives of the late Noel Rocheblave; and the notice by him filed yesterday was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

DETROIT, October 18, 1808.

Michael Dousman gives notice of claim, and makes entry with the Commissioners of the Land Office at Detroit, of a certain lot of ground, situate upon the island of Michillimackinack, in the said village, with the buildings thereon erected, being one hundred and twenty-six feet in front by two hundred and twenty feet in depth, to the exception of a part of said lot sold to Messrs. Chaudonet and Bouthellier by James Perrault, attorney to the estate of G. Côté, deceased, by deed of August 28, 1795, bounded in front by the lake, on the north by T. Pothier, on the west by main street, and south by Joseph Bailly; claims by deed from Giasson and Porlier, executors of Noel Rocheblave, who claimed by deed from Adhemar St. Martin, attorney to the estate of G. Côté, deceased, of 20th July, 1800; G. Côté purchased of Charles Gaultier; said Gaultier, by grant from Governor St. Clair, of 11th June, 1781; claims by virtue of possession, and improvements by himself and those under whom he claims.

MICHAEL DOUSMAN.

This tract was formerly entered with the former Commissioners of the Land Office at Detroit, in volume 2, page 35, under date of 24th December, 1805, by the late Noel Rocheblave, and contains one hundred and twenty-six feet in front by two hundred and twenty feet in depth, or thereabouts, (to the exception of a part of said lot sold to Chaudonet and Bouthellier, by Joseph Perrault, attorney for the estate of G. Côté, by deed dated 28th August, 1795.) bounded in front by the lake, north by G. Pothier, west by the main street, and south by Joseph Bailly.

Whereupon, Daniel Daly was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, on the 1st July, 1796, one Labruyer was in possession and occupancy of the premises, and continued so until he sold to Noel Rocheblave, who occupied the same until he died, when the claimant purchased the

same from the legal representatives of said Rocheblave, and has possessed and occupied the same to this day.—Postponed.

No. 333. JOSIAH DUNHAM.—The Board took into consideration the claim of Josiah Dunham to a lot of ground at Michillimackinack, which was entered with the former Commissioners of the Land Office at Detroit, in volume 2, page 32, under the date of the 24th December, 1808, by Rocheblave and Porlier; and the notice by him filed yesterday was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, October 19, 1808.

Josiah Dunham hereby gives notice of claim, and makes entry with the Commissioners of the United States' Land Office at Detroit of a certain lot of ground, situate at the village of Michillimackinack, situate upon the island of the same name, seventy-five feet front, by two hundred feet in depth, more or less, bounded in front by the main street, northerly by a lot belonging to John Campbell, on the west by Government field, and southerly by a lot of Samuel Abbott, Esquire; claims under grant of Samuel Lashley, said Lashley under grant of J. Porlier, or Jacques Giasson, executors and representatives of Rocheblave and Porlier, who claimed under grant of Forsyth, Richardson, & Co. of 25th July, 1797; claims by long possession, occupancy, and improvements by himself and those under whom he claims.

JOSIAH DUNHAM,

By Solomon Sibley, his attorney.

This lot contains seventy-five feet front by two hundred feet in depth, more or less, bounded in front by the main street, north by a lot, late in the possession of John Campbell, west by a field belonging to Government, and south by a lot now possessed by Samuel Abbott, Esq.

Whereupon, Daniel Daly was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, on the 1st of July, 1796, James and George Aird were in possession and occupancy of the premises, and continued so until they sold to Forsyth, Richardson, & Co., who sold to Rocheblave and Porlier; Rocheblave died, and Porlier sold to Samuel Lashley, who sold to the claimant.

Michael Dousman, another witness in behalf of the claimant, being duly sworn, deposed and said, that the claimant is in actual possession of the premises.

No. 334. THE LEGAL REPRESENTATIVES OF ROBERT CAMPBELL, deceased.—The Board took into consideration the claim of the legal representatives of Robert Campbell, deceased, to a certain farm, on the main land, southerly of the island of Michillimackinack; and the notice by them filed yesterday was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, October 19, 1808.

The legal representatives of Robert Campbell, late of Michillimackinack, deceased, hereby give notice of claim, and make entry in the Land Office at Detroit, of and to a certain farm, or tract of land, containing six hundred and forty acres, situate upon the main land, southerly of the island of Michillimackinack, near a place commonly called Old Michillimackinack, in said district, being twenty acres in front by thirty-two in depth, and is the same farm, or tract of land, whereon the said Robert Campbell, for many years past, and until his death, did live and improve, together with the houses, mills, and other improvements thereon erected and made, commonly known by the name of Campbell's farm. The said heirs of the said Robert Campbell claim said tract of land by virtue of long and continued possession, occupancy, and valuable improvements by them, and the said Robert Campbell, under whom they claim, made upon said farm.

For the legal heirs of ROBERT CAMPBELL, deceased,

SOL. SIBLEY, Attorney.

This farm contains, by estimation, six hundred and forty acres, it being twenty acres in front by thirty-two in depth.

Whereupon, Daniel Daly was brought forward as a witness in behalf of the claimants, who, being duly sworn, deposed and said, that, previous to the 1st of July, 1796, the late Robert Campbell was in possession and occupancy of the premises, and continued so until he died, since which time the heirs of the deceased have occupied the same, and that forty acres and upwards are cultivated.

Michael Dousman, another witness, being duly sworn, deposed and said, that there are considerable improvements made on the premises, to wit, a grist and a saw mill, a large orchard, and valuable buildings.—Postponed.

No. 335. PATRICK MCGULPIN.—The Board took into consideration the claim of Patrick McGulpin to a tract of land, situate on the main land, south of the island of Michillimackinack; and the notice by him filed yesterday was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

Patrick McGulpin hereby gives notice that he claims a certain tract of land, and makes entry of his said claim with the Commissioners of the Land Office at Detroit, of six hundred and forty acres, with the houses, buildings, and improvements thereon made; which said tract of land is situated on the main land, southerly of said island of Michillimackinack, in said district, upon the strait of lake Michigan, near the island of Michillimackinack, at a place called Old Michillimackinack, being twenty acres front by thirty-two acres in depth, and bounded in front, and on each side, and rear, by unlocated lands, being the same farm, or tract of land, whereon the father of the claimant lived, and, after his death, the said Patrick by himself and tenants, commonly known by the name of McGulpin's farm. The said Patrick sets up claim and title to said tract of land by virtue of long and continued possession, occupancy, and improvements in and by himself, and in and by those under whom he sets up title, and derives title.

FOR PATRICK MCGULPIN,

SOL. SIBLEY, Attorney.

This tract contains, by estimation, six hundred and forty acres, it being twenty acres in front by thirty-two in depth, and is bounded on all sides by the lands of the United States.

Whereupon, Daniel Daly was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st of July, 1796, the father of the claimant was in possession and occupancy of the premises, and continued so until he died, in 1802, since which time the claimant has constantly tenanted the premises to this day.—Postponed.

And thereupon the Board adjourned to Monday next, at nine in the forenoon.

MONDAY, October 24, 1808.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to tomorrow, at nine in the forenoon.

TUESDAY, October 25, 1808.

The Board met at nine o'clock in the forenoon, pursuant to adjournment.

The Board reconsidered the claim of the legal representatives of Robert Campbell, deceased, (No. 334,) which was postponed the 20th of October instant.

And thereupon it doth appear to the commissioners that the claimants are entitled to the above described tract of land, and that they have a certificate thereof, which certificate shall be No. 334; and that they cause the same to be

surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

The Board reconsidered the claim of Louis Gravelle, (No. 329,) which was postponed the 20th October instant.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described lot of ground, and that he have a certificate thereof, which certificate shall be No. 329; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

The Board reconsidered the claim of Patrick McGulpin, (No. 335,) which was postponed on the 20th of October instant.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 335; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 336. MURDOCK CAMERON.—The Board took into consideration the claim of Murdock Cameron, as grantee of George Hoffman, who was grantee of Louis Crawford, to a lot of ground at Michillimackinack; and the notice by him filed the 19th October instant, was read in the words and figures following, to wit:

To the Register of the United States' Land Office.

SIR:

DETROIT, October 19, 1808.

Murdock Cameron hereby gives notice that he makes claim and entry of a certain lot of ground, with the buildings thereon erected, situate in the village of Michillimackinack, within said district, containing seventy-five feet in front by two hundred feet in depth, bounded in front by Water street, on the north by a lot of Cameron, on the west by main street, and on the south by Robert Dixon & Co.; which said lot was entered in this office in the name of Louis Crawford, under the date of 26th December, 1805, (No. 284.) The said claimant makes claim and title under grant of George Hoffman, dated July 18, 1808; said Hoffman derived title by purchase from Louis Crawford, and makes claim and title by virtue of long possession, occupancy, and improvements in himself, and in and by those under whom he claims and derives title, &c.

For MURDOCK CAMERON,

SOL. SIBLEY, Attorney.

This tract contains seventy-five feet in front by two hundred in depth, is bounded in front by Water street, north by a lot of Cameron, west by the main street, and south by Robert Dixon & Co.

The claimant, in support of his claim, produced a deed from George Hoffman to him in the words and figures following, to wit:

This indenture, made the 18th day of July, in the year of our Lord 1808, between George Hoffman, of Michillimackinack, in the territory of Michigan, of the one part, and Murdock Cameron, of the same place, of the other part, witnesseth, that, for and in consideration of the sum of one hundred and seventy dollars, current money of the United States of America, to the said George Hoffman in hand well and truly paid by the said Murdock Cameron at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, the said George Hoffman has granted, bargained, and sold, and by these presents doth grant, bargain, and sell, unto the said Murdock Cameron, his heirs and assigns, forever, all his right, title, interest, property, claim, and demand, which he now has, or could have, in and to a certain lot of ground, situate and lying in the village of Michillimackinack, being the same which was conveyed to the said George Hoffman by Louis Crawford, as by reference to his deed, dated the 7th September, 1807, will more fully appear, and all the houses, and buildings, and improvements, to the same belonging: to have and to hold the said lot of ground, with all its appurtenances, unto the said Murdock Cameron, his heirs and assigns, forever, to the only proper use and behoof of him, the said Murdock Cameron, his heirs and assigns, forever; the said George Hoffman doth covenant and agree to and with the said Murdock Cameron, that he will forever warrant and defend the title to the said lot of ground against all and every person or persons whatsoever, claiming by, through, from, or under him.

In witness whereof, he hath hereunto set his hand, and affixed his seal, the day and year first aforesaid.

GEORGE HOFFMAN. [L. s.]

Signed, sealed, and delivered, in the presence of
SAMUEL ABBOTT,
DAN. DALY.

TERRITORY OF MICHIGAN, *District of Michillimackinack*, ss.

George Hoffman personally appeared before me, the subscriber, a justice of the peace in and for the district aforesaid, and acknowledged that he signed, sealed, and delivered the foregoing instrument of writing as and for his act and deed for the purposes therein expressed.

Given under my hand and seal, this 21st day of July, 1808.

SAMUEL ABBOTT. [L. s.]

I, George Hoffman, clerk of the court of judicature, for the district of Michillimackinack, in the territory of Michigan, certify that this deed is faithfully recorded in my office, in book A, folios 10 and 11.

Given under my hand, and seal of the said court, this 21st day of July, A. D. 1808, and in the 33d year of American independence.

GEO. HOFFMAN.

And thereupon it doth appear to the commissioners, from the above deed, and the evidence taken on this claim on the 27th of August last, given by Robert Dixon, that the claimant is entitled to the above described lot of ground, and that he have a certificate thereof, which certificate shall be No. 336; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of ground therein contained, to be returned to the Register of the Land Office at Detroit.

The Board reconsidered the claim of Samuel Abbott, Esq. (No. 325,) which was postponed the 18th October instant.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described lot of ground, and that he have a certificate thereof, which certificate shall be No. 325; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of ground therein contained, to be returned to the Register of the Land Office at Detroit.

The Board reconsidered the claim of Samuel Abbott, Esq. (No. 326,) which was postponed on the 18th October instant.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described lot of ground, and that he have a certificate thereof, which certificate shall be No. 326; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of ground therein contained, to be returned to the Register of the Land Office at Detroit.

The Board reconsidered the claim of Meldrum and Park, (No. 192,) which was postponed the 28th June last. And thereupon it doth appear to the commissioners that the claimants are entitled to the said described tract of land, and that they have a certificate thereof, which certificate shall be No. 192; and that they cause the same to

be surveyed, and a plot of the survey, with the quantity of ground therein contained, to be returned to the Register of the Land Office at Detroit.

The Board reconsidered the claim of Meldrum and Park, (No. 193,) which was postponed the 28th June last.

And thereupon it doth appear to the commissioners that the claimants are entitled to the said described tract of land, and that they have a certificate thereof, which certificate shall be No. 193; and that they cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

The Board reconsidered the claim of James Baby, Esq. (No. 217,) which was postponed on the 6th July last.

And thereupon it doth appear to the commissioners that the claimant is not entitled to the said described tract of land; and, therefore, that his claim be rejected.

The Board reconsidered the claim of Isidore Morin, (No. 221,) which was postponed on the 8th of July last.

And thereupon it doth appear to the commissioners that the claimant is not entitled to the said described tract of land; and, therefore, that his claim is rejected.

The Board reconsidered the claim of Francois Benome, (No. 244,) which was postponed 19th July last.

And thereupon it doth appear to the commissioners that the claimant is entitled to the said described tract of land, and that he have a certificate thereof, which certificate shall be No. 244; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

The Board reconsidered the claim of William Conner, (No. 263,) which was postponed the 10th August last.

And thereupon it doth appear to the commissioners that the claimant is not entitled to the said described tract of land; and, therefore, that his claim be rejected.

And then the Board adjourned to to-morrow, at nine in the forenoon.

WEDNESDAY, October 26, 1808.

The Board met at nine o'clock in the forenoon, pursuant to adjournment.

The Board reconsidered the claim of John Meldrum, grantee of Meldrum and Park, (No. 304,) which was postponed 30th August last.

The claimant, in support of his claim, exhibited a power of attorney of William Park to George Meldrum, and a deed of George Meldrum to the claimant, which power of attorney and deed are in the words and figures following, to wit:

Know all men by these presents, that I, William Park, of Petite Côte, township of Sandwich, county of Essex, and province of Upper Canada, Esquire, have made, ordained, authorized, constituted, and appointed, and by these presents do make, ordain, authorize, constitute, and appoint, George Meldrum, of Detroit, Esquire, (my late partner in trade,) my true and lawful attorney, for me, and in my name, or in the name of George Meldrum and William Park, to the use of George Meldrum and William Park, to ask, demand, sue for, recover, and receive of and from all and every person or persons whatsoever, all and every such sum and sums of money, debts, and demands whatsoever, which now are due and owing unto George Meldrum and William Park, late merchants in trade, under the firm of Meldrum and Park, which hereafter may grow or become due, and, in default of payment thereof, to have, use, and take all lawful ways and means for the recovery thereof; and also to ask, demand, sue for, recover, and receive all rents, and arrearages of rent, which are now due, or hereafter shall grow out of and from any message, lands, and tenements now belonging to the said George Meldrum and William Park, or which hereafter may belong, or anywise appertain, unto them, the said George Meldrum and William Park, and, in default of payment thereof, for me, and in my name, or in his own name, or in the name of George Meldrum and William Park, to use and take all lawful ways and means for the recovery thereof, and also to take and receive quiet possession and seizure of all such messages or tenements, lands and premises, with their and every of their appurtenances, which now belong unto the said George Meldrum and William Park, or which at any time hereafter may be bargained and sold unto them, or either of them, by persons indebted to the said firm of Meldrum and Park, and the same possession so had and taken to detain and keep to the sole use and behoof of the said George Meldrum and William Park, their heirs and assigns. And also, for me, and in my name, or in his own name, or in the name of the said George Meldrum and William Park, to grant, bargain, sell, release, and convey all and every my estate, title, interest, claim, and demand, whatsoever, of, in, and to any messages, lands, and tenements which now belong, or which at any time or times hereafter may belong unto the said George Meldrum and William Park, or which he, the said George Meldrum, may hold for them, unto any person or persons who may be inclined to purchase the same, and for the most money that reasonably can or may be gotten for the same, and any contract and agreement being entered into and concluded for the purchase for any lands, messages, or tenements, now belonging to the said George Meldrum and William Park, or which hereafter may or ought of right to belong unto them, the said George Meldrum and William Park, for me, and in my name, place, and stead, and as my proper act and deed, to execute, seal, and deliver such conveyances and assurances of any and every the messages, lands, and tenements, which now do or hereafter may belong to the said George Meldrum and William Park, unto any person on purchasing the same, or shall be needful and requisite for the doing thereof; giving and granting unto my said attorney full power and absolute authority to do, execute, and perform any act or acts, thing or things, whatsoever, that shall be needful and necessary to be done, touching or concerning the premises, or the conveying or assuring thereof to any person and persons as aforesaid, in as full and ample a manner, to all intents and purposes, as I, the said William Park, might or could do if I was then and there personally present, and did the same; and on receipt of any sum or sums of money on and for account of any debts now due, or hereafter to grow or become due, or for any purchase money which he, the said George Meldrum, may receive on my account, or on account of the said George Meldrum and William Park, sufficient releases and discharges for the same to sign, seal, and deliver, and, if needs be, to acknowledge my hand and seal before any Register or Registers of the said Detroit and its dependencies, with faculty to my said attorney, one or more attorneys under him, for all and every the purposes aforesaid, to appoint, and at his pleasure to revoke. And I, the said William Park, for myself, my heirs, executors, administrators, and assigns, do hereby undertake and faithfully promise to ratify, confirm, and allow all, and whatsoever my said attorney, or any attorney or attorneys to be appointed under him, shall lawfully do or cause to be done in the premises, by virtue of these presents.

In witness whereof, I, the said William Park, have hereunto set my hand and seal, at Sandwich, the 30th day of September, in the year of our Lord 1800.

WILLIAM PARK. [L. s.]

Signed and sealed in the presence of
GEO. McDougall,
SOL. SIBLEY.

TERRITORY OF MICHIGAN, *District of Huron and Detroit:*

Know all men by these presents, that I, George Meldrum, of the district of Detroit, merchant, in consideration of the love I bear towards my son John, do grant, alienate, and confirm unto him, the said John, a certain tract of land, situate, lying, and being on the river Sinclair, containing twenty acres in front by thirty-two acres in depth, bounded north by Pine river, south by lands of Meldrum and Park, with all and singular the appurtenances whatsoever to the said premises belonging, or in anywise appertaining, and all the estate, right, title, interest, property, claim, or demand, whatever, of me, the said George Meldrum, of, in, and to the said premises, and of, in, and to every part and parcel thereof, with the appurtenances; to have and to hold the said premises, and every part and parcel thereof, with the appurtenances, unto the said John, his heirs and assigns, forever. And I, the said George Meldrum, for Meldrum and Park, and myself, the said tract of land and premises, against myself, and my heirs and

assigns, and against the heirs and assigns of William Park, and against all and every other person or persons whatsoever, shall and will warrant and forever defend by virtue of these presents.

In witness whereof, I, the said George Meldrum, for myself, and Meldrum and Park, have hereunto set my hand, and affixed my seal, at Detroit, this 23d day of August, A. D. 1807.

For MELDRUM and PARK,

GEORGE MELDRUM. [L. s.]

Witnesses present,

WM. MCSMOTT,
E. BRUSH.

TERRITORY OF MICHIGAN, District of Detroit:

Personally appeared before me, the undersigned, one of the justices of the peace in the district of Detroit, George Meldrum, the above grantor, and acknowledged the foregoing instrument of writing to be his act and deed for the purposes therein contained, and that as such it may be recorded.

In testimony whereof, I have hereunto set my hand, at Detroit, the 5th day of September, 1808.

PETER AUDRAIN, J. P. D. D.

And thereupon, from the evidence adduced on the 30th August last, and from the two foregoing instruments of writing, it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 304; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

The Board reconsidered the claim of James Meldrum, (No. 305,) which was postponed the 30th August last.

The claimant, in support of his claim, exhibited the same letter of attorney of William Park to George Meldrum, registered in the preceding claim. He also exhibited the deed of George Meldrum to him, in the words and figures following, to wit:

TERRITORY OF MICHIGAN, District of Huron and Detroit:

Know all men by these presents, that I, George Meldrum, of the district of Detroit, merchant, in consideration of the love I bear towards my son James, do hereby grant, alienate, and confirm unto him, the said James, a certain tract of land, situate, lying, and being on the river St. Clair, in the district of Huron, and territory of Michigan, containing thirty-two acres in front by twenty in depth, bounded on the south by Pine river, on the north and west by lands of Meldrum and Park, and on the east by river St. Clair, with all and singular the appurtenances whatsoever to said premises belonging, or in anywise appertaining, and all the estate, right, title, interest, property, claim, or demand, whatsoever, of me, the said George Meldrum, of, in, and to the said premises, and of, in, and to every part and parcel thereof, with the appurtenances: to have and to hold the said premises, and every part and parcel thereof, with the appurtenances, unto the said James, his heirs and assigns, forever. And I, the said George Meldrum, for Meldrum and Park, and myself, the said tract of land and premises against myself, and my heirs and assigns, and against the heirs and assigns of William Park, and against all and every other person or persons whatsoever, shall and will warrant and forever defend by virtue of these presents. In witness whereof, I, the said George Meldrum, for myself, and Meldrum and Park, have hereunto set my hand, and affixed my seal, at Detroit, this 23d day of August, in the year of our Lord 1807.

For MELDRUM and PARK,

GEORGE MELDRUM. [L. s.]

Witnesses present,

WM. MCSMOTT,
E. BRUSH.

TERRITORY OF MICHIGAN, District of Detroit:

Personally appeared before me, the subscriber, one of the justices of the peace in the district of Detroit, George Meldrum, the above grantor, and acknowledged the foregoing instrument of writing to be his act and deed for the purposes therein contained, and that as such it may be recorded.

In testimony whereof, I have hereunto set my hand, at Detroit, the 5th day of September, 1808.

PETER AUDRAIN, J. P. D. D.

And thereupon, from the evidence adduced on the 30th August last, and the foregoing instruments of writing, it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 305; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

The Board reconsidered the claim of William Meldrum, (No. 306,) which was postponed the 30th August last.

The claimant, in support of his claim, exhibited the same letter of attorney of William Park to George Meldrum, registered in the claim of John Meldrum. He also exhibited the deed of George Meldrum to him, in the words and figures following, to wit:

TERRITORY OF MICHIGAN, District of Huron and Detroit:

Know all men by these presents, that I, George Meldrum, of the district of Detroit, merchant, in consideration of the love I bear unto my son William, do hereby grant, alienate, and confirm unto him, the said William, a certain tract of land, situate, lying, and being on river St. Clair, in the district of Huron, and territory of Michigan, containing thirty-two acres in front and twenty acres in depth, bounded north by Pine river, thence running easterly from the west end of the portage on said river, on the south and west by lands of Meldrum and Park, with all and singular the appurtenances whatsoever to the said premises belonging, or in anywise appertaining, and all the estate, right, title, interest, property, claim, or demand, whatever, of me, the said George Meldrum, of, in, and to the said premises, and of, in, and to every part and parcel thereof, with the appurtenances: to have and to hold the said premises, and every part and parcel thereof, with the appurtenances, unto the said William, his heirs and assigns, forever. And I, the said George Meldrum, for Meldrum and Park, and myself, the said tract of land and premises against myself, and my heirs and assigns, and against the heirs and assigns of William Park, and against all and every other person or persons whatsoever, shall and will warrant and forever defend by these presents. In witness whereof, I, the said George Meldrum, for myself, and Meldrum and Park, have hereunto set my hand, and affixed my seal, at Detroit, the 23d day of August, in the year of our Lord 1807.

For MELDRUM and PARK,

GEORGE MELDRUM. [L. s.]

Witnesses present,

WM. MCSMOTT,
E. BRUSH.

TERRITORY OF MICHIGAN, District of Detroit:

Personally appeared before me, the subscriber, one of the justices of the peace in the district of Detroit, George Meldrum, the above grantor, and acknowledged the foregoing instrument of writing to be his act and deed for the purposes therein contained, and that as such it may be recorded.

In testimony whereof, I have hereunto set my hand, at Detroit, the 5th day of September, 1808.

PETER AUDRAIN, *J. P. D. D.*

And thereupon, from the evidence adduced on the 30th August last, and the foregoing instruments of writing, it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 306; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

The Board reconsidered the claim of David Meldrum, (No. 307,) which was postponed the 30th August last. Whereupon, Jean Marie Beaubien, Esq., was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, since the burning of the mills and other buildings, Meldrum and Park have kept an agent to guard and superintend the premises, and to prevent people committing waste thereon; that the said agent lived in a house in the neighborhood, and has continued so to this day.

The claimant, in support of his claim, exhibited the same letter of attorney of William Park to George Meldrum, registered in the claim of John Meldrum. He also exhibited a deed of George Meldrum to him, in the words and figures following, to wit:

TERRITORY OF MICHIGAN, District of Huron and Detroit:

Know all men by these presents, that I, George Meldrum, of the district of Detroit, merchant, in consideration of the love I bear towards my son David, do hereby grant, alienate, and confirm unto him, the said David, a certain tract of land, situate, lying, and being on Pine river, in the district of Huron, and territory of Michigan, containing thirty-two acres in front by twenty in depth, commencing where the grist and saw mill was, bounded north by Pine river, and on every other side by lands of Meldrum and Park, with all and singular the appurtenances whatsoever to the said premises belonging, or in anywise appertaining, and all the estate, right, title, interest, property, claim, or demand, whatever, of me, the said George Meldrum, of, in, and to the said premises, and of, in, and to every part and parcel thereof, with the appurtenances: to have and to hold the said premises, and every part and parcel thereof, with the appurtenances, unto the said David, his heirs and assigns, forever. And I, the said George Meldrum, for Meldrum and Park, and myself, the said tract of land and premises against myself, and my heirs and assigns, and against the heirs and assigns of William Park, and against all and every other person or persons whatsoever, shall and will warrant and forever defend by these presents. In witness whereof, I, the said George Meldrum, for myself, and Meldrum and Park, have hereunto set my hand, and affixed my seal, at Detroit, the 23d day of August, in the year of our Lord 1807.

For MELDRUM and PARK,

GEORGE MELDRUM.

Witnesses present,

WM. McSCOTT,
E. BRUSH.

TERRITORY OF MICHIGAN, District of Detroit:

Personally appeared before me, the undersigned, one of the justices of the peace in the district of Detroit, George Meldrum, the above grantor, and acknowledged the foregoing instrument of writing to be his act and deed for the purposes therein contained, and that as such it may be recorded.

In testimony whereof, I have hereunto set my hand, at Detroit, the 5th day of September, 1808.

PETER AUDRAIN, *J. P. D. D.*

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 307; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to Friday next, at nine o'clock in the forenoon.

FRIDAY, October 28, 1808.

The Board met at nine o'clock in the forenoon, pursuant to adjournment.

The Board reconsidered the claim of James Baby, Esq., (No. 216,) part of which was affirmed on the 30th July last, to wit, four acres in front by forty in depth, and the remaining part of said claim, to wit, five acres in front by forty in depth, was reconsidered.

And thereupon, from the evidence adduced in 4th volume, page 223, in 5th volume, pages 15 and 123, under the dates of 6th and 12th July last, and 14th October instant, it doth appear to the commissioners that the claimant is entitled to said described tract of land, and that he have a certificate thereof, which certificate shall be No. 216; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

The Board reconsidered the claim of Isaac Todd, (No. 266,) which was postponed on the 11th August last.

And thereupon it doth appear to the commissioners that the claimant is entitled to the said described tract of land, and that he have a certificate thereof, which certificate shall be No. 266; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

The Board reconsidered the claim of Isaac Todd, (No. 267,) which was postponed on the 11th August last. And thereupon it doth appear to the commissioners that the claimant is not entitled to the said described tract of land; and, therefore, that his claim be rejected.

The Board reconsidered the claim of Isaac Todd, (No. 268,) which was postponed on the 11th August.

And thereupon it doth appear to the commissioners that the claimant is not entitled to the said described tract of land; and, therefore, that his claim be rejected.

The Board reconsidered the claim of Isaac Todd, (No. 269,) which was postponed on the 11th August last.

And thereupon it doth appear to the commissioners that the claimant is not entitled to the said described tract of land; and, therefore, that his claim be rejected.

The Board reconsidered the claim of James McGill, (No. 270,) which was postponed on the 11th August last.

And thereupon it doth appear to the commissioners that the claimant is not entitled to the said described tract of land; and, therefore, that his claim be rejected.

The Board reconsidered the claim of John Askin, Esq. (No. 271,) which was postponed on the 11th August last.

And thereupon it doth appear to the commissioners that the claimant is not entitled to the said described tract of land; and, therefore, that his claim be rejected.

The Board reconsidered the claim of the heirs of William Robertson, deceased, which was postponed on the 13th and the 18th August last.

And thereupon it doth appear to the commissioners that the claimants are not entitled to the said described tract of land; and, therefore, that their claim be rejected.

And then the Board adjourned to Monday next, at nine in the forenoon.

MONDAY, October 31, 1808.

The Board met at nine o'clock in the forenoon, pursuant to adjournment.

No. 337. JEAN BAPTISTE CHOVIN.—The Board took into consideration the claim of Jean Baptiste Chovin, as grantee of Charles Chovin, his father; and the notice by him filed was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

OCTOBER 29, 1808.

Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim to a tract of land, situate at the Grand Marais, in the district of Detroit, containing two arpents in front by forty in depth, bounded east-northeast by the lands of the heirs of William McComb, and west-southwest by Jean Baptiste Campeau, in front by river Detroit, and in rear by unconceded lands. I claim as grantee of my father, Charles Chovin, who has occupied this farm since the year 1782, until the 22d instant.

JEAN BAPTISTE CHOVIN, his x mark.

Witness, PETER AUDRAIN.

This tract contains, by estimation, eighty arpents, it being two arpents in front by forty in depth, bounded in front by river Detroit, in rear by unconceded lands, east-northeast by lands claimed by the heirs of William McComb, deceased, and west-southwest by lands claimed by Jean Baptiste Campeau.

Whereupon, Jean Simare was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, for these twenty-four years past, the claimant's father was in possession and occupancy of the premises, and has continued so to this day, and is now still living with his son on the premises.

The claimant, in support of his claim, exhibited a deed in the words and figures following, to wit:

TERRITOIRE DE MICHIGAN, District du Detroit:

Par devant les témoins soussignés furent présents Charles Chovin, et Louise Chovin son épouse, qu'il autorise à l'effet des présentes, demeurant au Grand Marais, dans le district du Detroit, lesquels considérant leur âge avancé et leur infirmité, mais néanmoins sains d'esprit, mémoire, et entendement, et en considération de l'amitié et de l'amour naturel qu'ils ont pour leur fils, Jean Baptiste Chovin, ont de leur bon gré, et sans aucune contrainte, fait donation entre vifs en la meilleure forme que faire se peut et irrevocable, au dit Jean Baptiste Chovin, leur fils, à ce présent et acceptant donateur, pour lui, ses heirs, et ayant cause à l'avenir, de tous leur biens, meubles et immeubles, consistant les dits biens en une terre de deux arpents de front sur quarante de profondeur, sise et située au Grand Marais, dans le district du Detroit, et territoire de Michigan, bornée par devant par la rivière du Detroit, et par derrière par des terres non cédées, à l'est-nord-est par la terre de la famille McComb, et au ouest-sud-ouest par la terre de Jean Baptiste Campeau, avec maison et autres bâtimens susconstruits, circonstances, et dépendances, que le dit donataire dit bien savoir et connoître, ainsi que tous les animaux qui leur appartiennent, meubles de menage, ustensils d'agriculture, &c. Cette donation ainsi faite aux clauses et conditions suivantes, savoir: que le dit Jean Baptiste Chovin promet et s'oblige par ces présentes envers les dits Charles Chovin et Louise Chovin, ses père et mère, de les loger, chauffer, et les entretenir de hardes, et linge, suivant leur état, tant en santé qu'en maladie, et en cas de maladie, de les soigner et faire soigner comme il convient, et après leur mort de les faire enterrer décentement, le tout sous peine de revocation des présentes. En vertu et au moyen de ce que dessus, les dits sieurs donateurs ont mis et mettent le dit donataire en bonne possession et seigneurie de tous leurs dits biens, à commencer la jouissance de ce jour, pour par lui, ses heirs, et ayant cause à l'avenir, user, faire jouir, et disposer, comme des biens à lui appartenant aux clauses et conditions mentionnées cy-dessus, car ainsi est la volonté des dites parties, &c.

Fait et passé au Detroit, le vingt-deuxième jour du mois d'Octobre, mil huit cent huit, et les parties ont signé, ou fait leurs marques accoutumées, et ont scellé après que lecture leur a été faite des présentes, en présence de témoins.

CHARLES CHOVIN, [L. s.]

LOUIS CHOVIN, sa x marque, [L. s.]

JEAN BAPTISTE CHOVIN, sa x marque, [L. s.]

Signé, scellé, et delivré, en présence de

F. AUDRAIN,
PETER AUDRAIN.

TERRITORY OF MICHIGAN, District of Detroit:

Personally appeared before me, the undersigned, one of the justices of the peace in the district of Detroit, the parties to the foregoing instrument of writing, to whom I read and explained the same in the French language, and they all acknowledged the same to be their voluntary act and deed for the purposes therein contained; that they do not wish to retract it, but do consent that it may be recorded.

In testimony whereof, I hereunto set my hand at Detroit the 22d day of October, 1808.

PETER AUDRAIN, J. P. D. D.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 337; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 338. F. CHABERT.—The Board took into consideration the claim of Col. Francis Chabert to a tract of land on river Detroit, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 175, under the date of 22d November, 1805.

This tract contains, by estimation, forty arpents, it being one arpent in front by forty in depth, bounded in front by river Detroit, in rear by unconceded lands, and on both sides by lands claimed by Messrs. Jacques and Francois Lasselle.

Whereupon, Charles Poupard was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, before the 1st July, 1796, the claimant was in possession and occupancy of the premises, and has continued so to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 338; and that he cause the same to be surveyed, and a plot of the survey, together with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 339. F. CHABERT.—The Board took into consideration the claim of Col. Francois Chabert to a tract of land, situate on the river Detroit; and the notice by him filed this day was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, October 31, 1808.

Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim to a tract of land, situate, lying, and being on the river Detroit, containing, by estimation, six hundred and thirty-nine acres, bounded in front by river Detroit, in rear by lands of Alexis Labadi, northeast by a creek dividing this tract from Lasselle's lands, and southwest by rivière aux Vases. I claim and set up title by virtue of possession of twenty-four years, occupancy, and improvements.

FRANCIS CHABERT JONCAIRE.

Whereupon, Charles Poupard was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, for more than fifteen years past, he has cut hay almost every year on this tract of land by the permission of the claimant, to whom he has always paid a consideration for the same, and that he has always understood that it was Col. Chabert's property, and that there is no improvement.

Col. Gabriel Godfroy, another witness, being sworn, deposed and said, that he has cut hay, or caused to be cut, on the premises, by permission of the claimant, to whom he has always paid a consideration, and that he always considered Col. Chabert as the owner of the premises.—Postponed.

And then the Board adjourned to Wednesday next, at nine in the forenoon.

REUBEN ATTWATER,
PETER AUDRAIN,
JAMES ABBOTT.

No. 12.

Transcript of the Commissioners of the Land Office at Detroit, from the 2d to the 30th day of November, inclusively, 1808.

WEDNESDAY, November 2, 1808.

The Board met at nine o'clock in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Friday next, at nine in the forenoon.

FRIDAY, November 4, 1808.

The Board met at nine o'clock in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Monday next, at nine o'clock in the forenoon.

MONDAY, November 7, 1808.

The Board met at nine o'clock in the forenoon, pursuant to adjournment.

No. 340. PETER CURRY.—The Board took into consideration the claim of Capt. Peter Curry to a tract of land on river Rouge, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 113, under the date of 18th November, 1805.

Whereupon, Patrick Fitzpatrick was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, sixteen or seventeen years ago, the claimant cut timber on the premises for building vessels for Meldrum and Park, and for the Northwest Company, and that previous to 1st July, 1796, the claimant had made and enclosed a small garden, and that, during the buildings of vessels, there were sheds and huts built for the convenience of the workmen.

Major Jean Baptiste Cicot, another witness in behalf of the claimant, being sworn, deposed and said, that, previous to the 1st July, 1796, the claimant built, on the premises, two vessels, and that, after the arrival of the Americans in this country, the claimant employed several hands in making rails, and cutting ditches on the premises; that six years ago, the claimant rented the premises to one Alexander Voillet, who left the premises about two years ago. Postponed for further evidence.

And then the Board adjourned to Wednesday next, at nine in the forenoon.

WEDNESDAY, November 9, 1808.

The Board met at nine o'clock in the forenoon, pursuant to adjournment.

No. 341. JESSE HICKS.—The Board took into consideration the claim of Jesse Hicks to the right of pre-emption to a tract of land on Gross Isle; and the notice by him filed this day was read in the words and figures following, to wit:

To the Register of the United States' Land Office at Detroit.

SIR:

DETROIT, November 8, 1808.

Please take notice that I enter and claim the right of pre-emption to a certain tract or parcel of land in the district of Detroit, containing, by estimation, three hundred and twenty-four acres, situate, lying, and being on the island commonly called Gross Isle, eighteen acres in front by eighteen in depth, bounded in front or on the east side by the Detroit river, in rear or on the west side also by Detroit river, on the north side by unlocated lands, and on the south side by vacant lands. I claim the right of preference by possession, occupancy, and valuable improvements made thereon in the year 1803, and continued to this day.

JESSE HICKS, his \times mark,

Witness, LAMBERT LAFOY.

This tract contains, by estimation, three hundred and twenty-four acres, it being eighteen acres in front by eighteen acres in depth, bounded in front, or on the east side, by the Detroit river, in rear, or on the west side, also, by Detroit river, on the north and south by unlocated lands: whereupon, Joseph Barreau was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that he knows that the claimant has been in possession and occupancy of the premises for near five years past, and has cultivated the same; that the first improvements were made by one Thomas Williams, and that the claimant has paid rent to the heirs of William McComb, deceased, every year.

Adna Heacock, another witness, being sworn, deposed and said, that the claimant has been living on the premises for better than these four years, and has worked and cultivated the same; that about twenty-five acres are in cultivation and under fence.

No. 342. FRANÇOIS DUPEE.—The Board took into consideration the claim of François Dupée, which was entered with the former Commissioners of the Land Office at Detroit, in volume 1, page 305, under the date of 30th November, 1805.

This tract contains, by estimation, four hundred arpents, is situated on a point of land, bounded on one side by lake St. Clair, and on the other side by la rivière à la Salmi, about four miles higher than river Huron.

Whereupon, Pierre Yax was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, about thirteen years ago, the claimant was making improvements on the premises, by building a house and a working shop, and a small garden enclosed and seeded, and that he continued until the buildings were destroyed by fire about eight years ago, to the best of his knowledge, and that since that time he has not occupied the premises.—Postponed.

No. 343. PIERRE YAX.—The Board took into consideration the claim of Pierre Yax to a tract of land on lake St. Clair, at a place called la pointe de la rivière aux Crapaux; and the notice by him filed this day was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, November 9, 1808.

Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim to a tract of land situate on lake St. Clair, at a place called la Pointe aux Crapaux, containing twelve arpents in front by forty in depth, bounded in front by lake St. Clair, and in rear by unconceded lands, on both sides by unlocated lands. I claim and set up title by virtue of possession, occupancy, and improvements made by me.

PIERRE YAX, his \times mark.

Witness, PETER AUDRAIN.

This tract contains, by estimation, four hundred and eighty arpents, it being twelve arpents in front by forty in depth, bounded in front by lake St. Clair, in rear and on both sides by unconceded lands.

Whereupon, François Dupée was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, at least thirteen years ago the claimant was in possession and occupancy of the premises, which were then improved, and that ever since to this day he has cultivated, or caused to be cultivated, the same.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 343; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 344. PIERRE YAX.—The Board took into consideration another claim of Pierre Yax, to a tract of land at Gross Point; and the notice by him filed this day was read in the words and figures following, to wit:

Sir: *To the Register of the Land Office at Detroit.*

DETROIT, November 9, 1808.

Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim to a tract of land situate at Gross Point, on lake St. Clair, containing two arpents in front by forty in depth, bounded in front by lake St. Clair, in rear by unconceded lands, southwest by Benjamin Marsac, and northeast by John Yax. I claim and set up title by virtue of possession, occupancy, and improvements made by me or those from whom I derive title.

PIERRE YAX, his x mark.

Witness, PETER AUDRAIN.

This tract contains, by estimation, eighty arpents, it being two arpents in front by forty in depth, bounded in front by lake St. Clair, in rear by unconceded lands, southwest by lands claimed by Jean Baptiste Marsac, and northeast by lands claimed by John Yax.

Whereupon, Pierre Goulin was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st of July, 1796, the claimant was in possession and occupancy of the premises, and has continued so to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 344; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to Friday next, at nine in the forenoon.

FRIDAY, November 11, 1808.

The Board met at nine o'clock in the forenoon, pursuant to adjournment; and there being no business, adjourned to Monday next, at nine o'clock in the forenoon.

MONDAY, November 14, 1808.

The Board met at nine o'clock in the forenoon, pursuant to adjournment.

No. 345. WILLIAM WALKER.—The Board took into consideration the claim of William Walker to a tract of land, situate on river Detroit; and the notice by him filed the 10th August last was read in the words and figures following, to wit:

TERRITORY OF MICHIGAN, *District of Detroit:*

TO PETER AUDRAIN, Esquire, *Register of the United States' Land Office at Detroit, in the district and territory aforesaid.*

Sir: DETROIT, July 22, 1808.

I hereby make entry and claim the following improved tract of land, situate, lying, and being on the river Detroit, near Brown's town, being twelve acres in front on said river, by fifty in depth, bounded on the upper side by the lands of the United States, and on the lower by the improved lands of the Wyandot Indians; which said tract of land I lay claim to by virtue of a long and uninterrupted possession, and improvements.

WILLIAM WALKER.

Witnesses for the claimant,

ADAM BROWN,
JACOB VISGER.

This tract contains, by estimation, six hundred acres, it being twelve acres in front by fifty in depth, bounded on the upper side by the lands of the United States, and on the lower side by the improved lands of the Wyandot Indians.

Whereupon, Adam Brown was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st of July, 1796, the claimant was in possession and cultivated the premises, and has continued so to this day; and that there are thirteen acres cultivated and under fence.—Postponed.

And then the Board adjourned to to-morrow, at nine in the forenoon.

TUESDAY, November 15, 1808.

The Board met at nine in the forenoon, pursuant to adjournment.

No. 346. IGNACE TUOT, Sen. dit DUVAL.—The Board took into consideration the claim of Ignace Tuot, Sen. dit Duval, to a tract of land, situate on the south side of river Raisins; and the notice filed by him yesterday was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

Sir: DETROIT, November 14, 1808.

Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim to a tract of land, situate on the south side of river Raisins, containing four arpents in front by one hundred and twenty in depth, bounded in front by river Raisins, in rear by unconceded lands, west by Cadit Suzor, and east by Isidore Robert. I claim and set up title by virtue of possession, occupancy, and improvements made by me.

IGNACE TUOT, dit DUVAL, his x mark.

Witness, PETER AUDRAIN.

This tract contains, by estimation, four hundred and eighty arpents, it being four arpents in front by one hundred and twenty in depth, bounded in front by river Raisins, in rear by unconceded lands, west by lands claimed by Cadit Suzor, and east by lands claimed by Isidore Robert.

Whereupon, Joseph Menac was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the claimant was in possession and occupancy of the premises, and has continued so to this day; that he, the deponent, originally owned the above described tract of land, which he had purchased from the Indians for one hundred and twenty arpents in depth, and that he himself sold it for the same depth to one Nadault, from whom the claimant has purchased.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 346; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 347. ISIDORE ROBERT.—The Board took into consideration the claim of Isidore Robert to a tract of land, situate on the south side of river Raisins; and the notice by him filed yesterday was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, November 14, 1808.

Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim to a tract of land, situate, lying, and being on the south side of river Raisins, containing about three arpents in front by one hundred and twenty arpents in depth, bounded in front by said river Raisins, in rear by unlocated lands, east by Baptiste Reaume, and west by Ignace Tuot, Senior. I claim and set up title by virtue of possession, occupancy, and improvements.

ISIDORE ROBERT, his \times mark.

Witness, PETER AUDRAIN.

This tract contains, by estimation, about three hundred and sixty arpents, it being about three arpents in front by one hundred and twenty in depth, bounded in front by river Raisins, in rear by unconceded lands, east by Baptiste Reaume, and west by Ignace Tuot, Senior.

Whereupon, Joseph Menard was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, a long time previous to the 1st July, 1796, the claimant was in possession and occupancy of the premises, and has continued so to this day; that he, the deponent, was present when the claimant purchased the premises from Isidore Chene, for about three arpents in front by one hundred and twenty arpents in depth.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 347; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 348. BAPTISTE REAUME.—The Board took into consideration the claim of Baptiste Reaume to a tract of land, situate on the south side of river Raisins, and the notice by him filed yesterday was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, November 14, 1808.

Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim to a tract of land, situate, lying, and being on the south side of river Raisins, containing three arpents in front by one hundred and twenty in depth, bounded in front by said river Raisins, in rear by unlocated lands, east by François Robert, and west by Isidore Robert. I claim and set up title by virtue of possession, occupancy, and improvements made by me.

BAPTISTE REAUME, his \times mark.

Witness, PETER AUDRAIN.

This tract contains, by estimation, three hundred and sixty arpents, it being three arpents in front by one hundred and twenty in depth, bounded in front by said river Raisins, in rear by unlocated lands, east by François Robert, and west by Isidore Robert.

Whereupon, Joseph Menard was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, eighteen or twenty years ago, the claimant was in possession and occupancy of the premises, and has continued so until this day without any interruption.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 348; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 349. FRANÇOIS ROBERT.—The Board took into consideration the claim of François Robert to a tract of land, situate on the south side of river Raisins, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 350, under the date of November 30, 1805.

This tract contains, by estimation, four hundred and forty arpents, it being twenty arpents in front by twenty-two in depth, bounded in front by the river Raisins, and in rear by lands claimed by the claimant, east by lands claimed by Meldrum and Park, and west by Jean Baptiste Reaume, Jun.

Whereupon, Joseph Menard was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the late Jean Baptiste Suzor was in possession and occupancy of the premises, and continued so until he died; after which time, the claimant married the widow, and has ever since possessed and occupied the same.—Postponed.

No. 350. THE WIDOW AND HEIRS OF FRANÇOIS MENARD, deceased.—The Board took into consideration the claim of the widow and heirs of François Menard, deceased, to a tract of land, situate on the north side of river Raisins, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 373, under the date of December 4, 1805.

This tract contains, by estimation, one hundred and twenty arpents, it being three arpents in front by forty in depth, bounded in front by river Raisins, in rear by unconceded lands, east by lands claimed by John Askin, and west by lands claimed by Antoine Rivard.

Whereupon, Joseph Menard was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the late François Menard, deceased, was in possession and occupancy of the premises, and continued so until he died; since which time, the widow and heirs have possessed and tenanted the same.

And thereupon it doth appear to the commissioners that the claimants are entitled to the above described tract of land, and that they have a certificate thereof, which certificate shall be No. 350; and that they cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 351. JOSEPH MORISSEAU.—The Board took into consideration the claim of Joseph Morisseau to a tract of land, situate on the south side of rivière aux Sables; and the notice by him filed this day was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, November 15, 1808.

Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim to a tract of land, situate on river Aux Sables, containing three arpents in front by twenty-five in depth, more or less, bounded north by said river Aux Sables, south by the lands of the river Raisins settlements, east by Alexis Bourdeaux, and west by Jean Baptiste Solo. I claim and set up title by virtue of possession, occupancy, and improvements made by me or those from whom I derive title.

JOSEPH MORISSEAU, his \times mark.

Witness, PETER AUDRAIN.

This tract contains, by estimation, seventy-five arpents, it being three arpents in front by twenty-five in depth, more or less, bounded north by river Aux Sables, south by the lands of the river Raisins' settlements, east by Alexis Bourdeaux, and west by lands claimed by Jean Baptiste Solo.

Whereupon, Medard Labadi was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, one Vincent Maheine was in possession and occupancy of the premises, and continued so until he sold to Pierre Solo, sen., who occupied the same until he died; after which time, his son possessed and cultivated the same, until he sold to the claimant, who has possessed and occupied the same to this day.

The claimant, in support of his claim, exhibited the following deed, to wit:

TERRITOIRE DE MICHIGAN, *District d'Erie, ss.*

Par devant moy, George McDougall, notaire public pour le territoire et district cy-dessus, dûment nommé, commissionné, et sermenté, suivant la loi, et témoins soussignés, fut présent Pierre Solo, résidant à la rivière aux Raisins, lequel a reconnu et confessé, par ces présentes, avoir vendu, quitté, transporté, et délaissé, des maintenant et à toujours, avec garantie de tous troubles, dons, dettes, et hypothèques, évictions, aliénations, et de tout autre empêchement généralement quelconque, (les droits des Etats Unis seulement exceptés) au Sieur Joseph Morisseau, à ce présent, et acceptant acquéreur pour lui, ses hoirs, et ayant cause, une terre de trois arpents de front sur vingt-cinq arpents de profondeur, plus ou moins, sur le rivage sud de la rivière aux Sables, bornée au nord par la ditte rivière aux Sables, au sud par les terres de la rivière aux Raisins, à l'est par Alexis Bourdeaux, et à l'ouest par J. B. Solo, avec une maison, grange, &c.; ainsi que le tout se comporte, se poursuit, et s'étend de toutes parts, circonstances, et dépendances, tant en terre labourée que labourable, et bois de bout, tel que le tout se poursuit et comporte, dont le dit acquéreur a dit bien savoir et connoître pour l'avoir vu et visité, et dont il est content, satisfait, et a pris possession, sans en rien retenir ni réserver, de toutes parts, et surtout de la part du dit vendeur. Cette vente, cession, transport, et délaissement, ainsi fait pour et moyennant le prix et somme de deux cent cinquante piastres, cours des Etats Unis, que le dit acquéreur promet et a payé, comme suit, savoir: cent vingt-cinq piastres que le dit vendeur n'a point eues, et cent vingt-cinq piastres que le dit acquéreur promet et s'oblige de bailler et payer au dit sieur vendeur, comme suit: soixante-deux piastres et demie le 1er jour de Novembre prochain, et les autres soixante-deux piastres et demie le 1er jour de Novembre qui sera dans l'année de notre Seigneur mil huit cent huit; lesquels dits paiements se feront en grains ou farine, au prix courant, et pour sureté desquels dits paiements, la susdite terre présentement vendue demeurera par privilège special, affecté, obligé, et hypothéqué envers le susdit vendeur jusqu'à l'entier et parfait paiement susmentionné; et au moyen de tout ce que ci-dessus, le dit vendeur transporte au dit acquéreur, pour lui, ses hoirs, et ayant cause, tous droits de propriété qu'il pouvoit avoir en ou sur la ditte terre présentement vendue, dont il se désaisit et demit, voulant et entendant qu'il enjoisse, lui, et ses hoirs, et ayant cause, comme de choses à lui ou eux appartenant, en pleine propriété, pour en faire et disposer, comme bon leur semblera, ainsi que les dites parties sont convenues de bon foi.

En témoignage de quoi, les dites parties ont à cecy posées leurs signatures, par leurs marques usitées, le *signe de la croix*, (n'étant pas capable d'écrire) après lecture faite, en présence de témoins soussignés, et moi, notaire, à la rivière aux Raisins, l'an mil huit cent six, le 6ème jour de Septembre.

PIERRE SOLO, sa \times marque. [L. s.]

JOSEPH MORISSEAU, sa \times marque. [L. s.]

Signé et cacheté en présence de

LAURENT DUROCHER,
JOSEPH LORANGER.

GEORGE McDOUGALL, *Not. Pub. T. M. D. E.*

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 351; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to to-morrow, at nine in the forenoon.

WEDNESDAY, November 16, 1808.

The Board met at nine in the forenoon, pursuant to adjournment.

No. 352. WHITMORE KNAGGS.—The Board took into consideration the claim of Whitmore Knaggs to a tract of land on the north side of river Raisins; and the notice filed by him this day was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR: DETROIT, November 16th, 1808.

Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim to a tract of land, situate on the north side of river Raisins, containing four arpents in front by eighty in depth, bounded in front by the river Raisins, in rear by unconceded lands, above by William Knaggs, and below by Antoine Rivard. I claim and set up title by virtue of possession, occupancy, and improvements.

WILLIAM KNAGGS.

This tract contains, by estimation, three hundred and twenty arpents, it being four arpents in front by eighty in depth, bounded in front by river Raisins, in rear by unconceded lands, above by lands claimed by William Knaggs, and below by lands claimed by Antoine Rivard.

Whereupon, Joseph Menard was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the claimant was in possession, and tenanted the premises, and has continued so to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 352; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 353. THE HEIRS OF PIERRE SOLO, deceased.—The Board took into consideration the claim of the heirs of the late Pierre Solo, deceased, to a tract of land on the north side of river Raisins; and the notice filed this day in their behalf, by Medard Labadi, was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR: DETROIT, November 16, 1808.

Take notice that I now enter with the Commissioners of the Land Office at Detroit the claim of the heirs of the late Pierre Solo, deceased, to a tract of land on the north side of river Raisins, containing four arpents in front, more or less, by one hundred and twenty in depth, bounded below by lands claimed by J. and F. Lasselle, and above by Alexis Labadi, in front by river Raisins, and in rear by unconceded lands. The said heirs claim and set up title by virtue of possession, occupancy, and improvements made by them or those from whom they derive title.

For the heirs of PIERRE SOLO,

MEDARD LABADI, his \times mark.

Witness, PETER AUDRAIN.

This tract contains, by estimation, four hundred and eighty arpents, more or less, it being four arpents in front, more or less, by one hundred and twenty arpents in depth, bounded in front by river Raisins, in rear by unconceded lands, above by lands claimed by Alexis Labadi, and below by lands claimed by J. and F. Lasselle.

Whereupon, Joseph Menard was brought forward as a witness in behalf of the claimants, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the late Pierre Solo, deceased, was in possession and occupancy of the premises, and continued so until he died; since which time, the heirs have occupied the same to this day.

And thereupon it doth appear to the commissioners that the claimants are entitled to the above described tract of land, and that they have a certificate thereof, which certificate shall be No. 353; and that they cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 354. ADAM BROWN.—The Board took into consideration the claim of Adam Brown to a tract of land, situate on the west side of Brownstown creek; and the notice by him filed yesterday was read in the words and figures following, to wit:

To PETER AUDRAIN, Esq. Register of the Land Office in the District of Detroit.

SIR:

NOVEMBER 15, 1808.

In pursuance of the different acts of Congress, in this behalf made and provided, I hereby give you notice that I claim the farm whereon I now live, situate, lying, and being on the west side of a creek commonly called Brownstown creek, containing six hundred and forty acres of land, being sixteen acres in front by forty acres in depth, bounded in front by said Brownstown creek, in rear, due west, by unlocated lands, on the south side of my orchard by the Indian village, and on the north by the United States' lands; which said tract of land I hold and claim by virtue of the uninterrupted possession, occupancy, and improvements of the same, several years prior to the 1st July, 1796.

ADAM BROWN.

This tract contains, by estimation, six hundred and forty acres, it being sixteen acres in front by forty in depth, bounded in front by a creek called Brownstown creek, in rear, due west, by unlocated lands, on the south side of my orchard by the Indian village, and on the north by the United States' lands.

Whereupon, William Walker was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, seven years previous to the 1st July, 1796, the claimant was in possession and occupancy of the premises, and has cultivated part of said premises every year to this day; that about twenty acres are in cultivation, and that there is on the premises a flourishing orchard.—Postponed.

No. 355. ADAM BROWN.—The Board took into consideration another claim of Adam Brown to a tract of land, situate near the village of Brownstown; and the notice by him filed yesterday was read in the words and figures following, to wit:

To PETER AUDRAIN, Esq. Register of the Land Office at Detroit.

SIR:

DETROIT, November 15, 1808.

You will please take notice that I set up title; and make claim to a certain tract of land, situate, lying, and being in the said district of Detroit, containing six hundred and forty acres of land, bounded on the west by Brownstown creek, on the east by William Walker, on the south by Indian corn fields towards the Detroit river, and on the north, following the division line of the said William Walker's plantation; which said tract of land I hold and claim by virtue of the uninterrupted possession, occupancy, and improvements thereof, for several years prior to the 1st day of July, 1796.

ADAM BROWN.

This tract contains, by estimation, six hundred and forty acres, and is bounded west by Brownstown creek, east by lands claimed by William Walker, south by Indian corn fields towards the river Detroit, and north, following the division line of the said William Walker's plantation.

Whereupon, William Walker was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the claimant was in possession and occupancy of the premises; that there is a house and barn erected on the said premises, and also a small orchard; and that the claimant has cultivated, or caused to be cultivated, part of the said premises every year to this day; and that about forty acres are in cultivation, or meadow land.—Postponed.

No. 356. MEDARD LABADI.—The Board took into consideration the claim of Medard Labadi to the right of preference to a tract of land, situate on river à la Savatte; and the notice by him filed this day was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, November 16, 1808.

Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim to a right of preference to a tract of land, situate, lying, and being on river à la Savatte, containing four acres in front by eighteen acres in depth, bounded in front by the river à la Savatte, in rear by lands of Medard Coutière, east by Baptiste Bourdeau, and west by Joseph Tuot, Jun. dit Duval. I claim by virtue of possession and improvements.

MEDARD LABADI, his x mark.

Witness, PETER AUDRAIN.

This tract contains, by estimation, seventy-two acres, it being four acres in front by eighteen acres in depth, bounded in front by rivière à la Savatte, in rear by lands claimed by Medard Couture, east by lands claimed by Baptiste Bourdeau, and west by lands claimed by Joseph Tuot, Jun. dit Duval.

Whereupon, Joseph Menard was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the month of March, 1804, the claimant was in possession and occupancy of the premises, and has continued so to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the right of pre-emption to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 356; and that he return the same, together with a receipt from the Receiver of public moneys for at least one-fourth part of the purchase money, to the Register of the Land Office at Detroit, on or before the first day of January next.

And then the Board adjourned to Friday next, at nine in the forenoon.

FRIDAY, November 18, 1808.

The Board met at nine in the forenoon, pursuant to adjournment.

No. 357. ANTOINE LASSELLE, Jun.—The Board took into consideration the claim of Antoine Lasselle, Jun. as grantee of Alexander Bouvie, to a tract of land, situate on river à Dulu; and the notice by him filed this day was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, November 18, 1808.

Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim, as grantee of Alexander Bouvie, to a tract of land, situate on the river à Dulu, in the district of St. Clair, containing sixteen arpents in front by forty in depth, bounded in front by said river à Dulu, in rear by unconceded lands, on one side by François Bonhomme, and on the other side by the United States' lands. I claim and set up title by virtue of possession, occupancy, and improvements made by me or those from whom I derive title.

ANTOINE LASSELLE, Jun.

This tract contains, by estimation, six hundred and forty acres, it being sixteen acres in front by forty in depth, bounded in front by river à Dulu, in rear by unconceded lands, on one side by lands claimed by François Bonhomme, and on the other side by lands of the United States.

Whereupon, Charles Pouier was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, seven years previous to the 1st July, 1796, Alexander Bouvie was in possession and occupancy of the premises, and continued so until he sold to the claimant, who has possessed and tenanted the same to this day; there are about six arpents in cultivation and enclosed.

The claimant, in support of his claim, exhibited a deed in the words and figures following, to wit:

TERRITOIRE DE MICHIGAN, *District du Detroit:*

Par devant les témoins soussignés fut présent Alexander Bouvie, de la rivière à Dulu, dans le district de St. Clair, lequel reconnoît par ces présentes avoir vendu, cédé, transporté, et délaissé, des maintenant et à toujours, avec garantie de toutes dettes, hypothèques, dons, douaires, évictions, aliénation, substitution, et de tout trouble et empêchement généralement quelconque, (excepté de la part du Gouvernement des Etats Unis de l'Amérique.) à Antoine Lasselle, Jun. à ce présent acceptant acquéreur, pour lui, ses heirs, et ayant cause à l'avenir, une terre ou plantation sise et située à la rivière à Dulu, dans le district de St. Clair, et territoire de Michigan, consistant en seize arpents de front sur quarante de profondeur, bornée par devant par la ditte rivière à Dulu, et par derrière par des terres non concédées, d'un côté par la terre de François Bonhomme, et de l'autre côté par la terre des Etats Unis, ainsi que le tout se poursuit, se comporte, et s'étend de toutes parts, circonstances, et dépendances, que le dit acquéreur dit bien savoir et connoître, et dont il dit être content et satisfait.

Cette vente, cession, transport, et délaissement, ainsi fait pour et moyennant le prix et somme de cent cinquante pouds, cours de la Nouvelle York, que le dit vendeur reconnoît avoir reçu comptant du dit acquéreur lors et avant la passation des présentes, dont il le tient quitte et déchargé, ainsi que tous autres. Au moyen de quoy, le dit vendeur a de ce moment transporté, et par ces présentes transporte au dit acquéreur, ses heirs, et ayant cause à l'avenir, tous et tels droits de propriété, noms, raisons, actions, et tous autres droits qu'il a et a pu avoir sur la ditte terre susvendiue, voulant et entendant qu'il en soit mis en bonne possession et seigneurie, par qui et ainsi qu'il appartiendra en vertu des présentes. Fait et passé au Detroit, le 17ème jour de mois de Novembre, 1808; et le dit vendeur a signé ou fait sa marque, scellé, après lecture faite, en présence de témoins.

ALEXANDRE BOUVIE, sa x marque. [L. s.]

Scellé et délivré en présence de

PH. LECUYER,
PETER AUDRAIN.TERRITORY OF MICHIGAN, *District of Detroit:*

Personally came and appeared before me, the undersigned, one of the Justices of the Peace for the District of Detroit, Alexander Bouvie, the above grantor, and acknowledged that he had of his own free will executed the foregoing instrument of writing, sealed and delivered the same for the purposes therein contained, and that as such it may be recorded.

In testimony whereof, I have hereunto set my hand, at Detroit, the 17th day of November, 1808.

PETER AUDRAIN, *J. P. D. D.*

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 357; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 358. MELDRUM AND PARK.—The Board took into consideration the claim of Meldrum and Park to a tract of land on river St. Clair; and the notice by them filed yesterday was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR: DEDROIT, November 17, 1808.

Take notice that we now enter with the Commissioners of the Land Office at Detroit our claim to a tract of land, situate, lying, and being on river St. Clair, containing ten acres in front by thirty acres in depth, bounded in front by the said river St. Clair, in rear by unlocated lands, above by lands claimed by Meldrum and Park, and below by a tree marked M. P. K. We claim by virtue of a long, uninterrupted possession, occupancy, and improvements made by us.

FOR MELDRUM AND PARK,

GEORGE MELDRUM.

This tract contains, by estimation, three hundred acres, it being ten acres in front by thirty in depth, bounded in front by river St. Clair, in rear by unconceded lands, above by lands of the claimants, and below by a tree marked M. P. K.

Whereupon, Henry Saunders was brought forward as a witness in behalf of the claimants, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the claimants were in possession and occupancy of the premises, and that from that time to this day they have cultivated the same by their tenants; above fifty acres are enclosed.

Peter Curry, another witness, being sworn, deposed and said, that the above testimony of Henry Saunders is correct.

And thereupon it doth appear to the commissioners that the claimants are entitled to the above described tract of land, and that they have a certificate thereof, which certificate shall be No. 358; and that they cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

The Board reconsidered the claim of Peter Curry, which was postponed on the 7th November instant.

Whereupon, John Shaw was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, in the year 1801, Joseph Rigby was living on the premises, but doth not know whether it was as a tenant to the claimant; that, after Rigby left the premises, Joseph Weaver took possession, and lived on the same as a tenant of the claimant; after Weaver, Alexander Woillet lived on the premises, and continued on the same until last fall.—Postponed.

No. 359. DOMINIQUE DROUYARD.—The Board took into consideration the claim of Dominique Drouyard to a tract of land, situate on Otter creek, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 270, under the date of 29th November, 1805.

This tract contains, by estimation, one hundred and twenty arpents, it being three arpents in front by about forty in depth, bounded in front by Otter creek, in rear by river Aux Vases, east by lands claimed by Etienne Lavolette, and west by lands claimed by Jacques Lasselle.

Whereupon, Francois Lionard was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the claimant was in possession and occupancy of the premises, and has continued so to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 359; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 360. FRANCOIS LIONARD.—The Board took into consideration the claim of Francois Lionard to a tract of land, situate on Otter creek, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 271, under the date of 29th November, 1805.

This tract contains, by estimation, one hundred arpents, being four arpents in front by twenty-five in depth, bounded in front by Otter creek, in rear by river Aux Vases, east by lands claimed by Andre Jourdain, and west by lands claimed by Prospect Thibault.

Whereupon, Dominique Drouyard was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the claimant was in possession and occupancy of the premises, and has continued so to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 360; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 361. JEAN BATISTE ROE.—The Board took into consideration the claim of Jean Batiste Roe to a tract of land situate on Otter creek, which was entered with the former commissioners, in vol. 1, page 275, under the date of 29th November, 1805. This tract contains, by estimation, one hundred and twenty arpents, it being three arpents in front by forty in depth; bounded in front by Otter creek, in rear by unlocated lands, east by lands claimed by Joseph St. Bernard, and west by lands claimed by Jacques Prudhomme.

Whereupon, Francois Lionard was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st of July, 1796, the claimant was in possession and occupancy of the premises, and has continued so to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 361, and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 362. THE LEGAL HEIRS OF ETIENNE LAVIOLETTE, deceased.—The Board took into consideration the claim of the legal heirs of Etienne Laviolette, deceased, to a tract of land, situate on Otter creek, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 281, by Catherine Susor, under the date of 29th November, 1805. This tract contains, by estimation, seventy-five arpents, it being three arpents in front by twenty-five in depth, bounded in front by Otter creek, in rear by river aux Vases, east by lands claimed by Etienne Robidou, and west by lands claimed by Dominique Drouyard.

Whereupon, Dominique Drouyard was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st of July, 1796, the late Etienne Laviolette was in possession and occupancy of the premises, and continued so until he died; since which time, the widow and children have occupied the same.

And thereupon it doth appear to the commissioners that the claimants are entitled to the above described tract of land, and that they have a certificate thereof, which certificate shall be No. 362; and that they cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to to-morrow, at nine in the forenoon.

SATURDAY, November 19, 1808.

The Board met at nine o'clock in the forenoon, pursuant to adjournment.

No. 363. JEAN BATISTE TAILLON.—The Board took into consideration the claim of Jean Baptiste Taillon to a tract of land, situate on the river aux Loutres, which was entered by J. and F. Lasselle with the former Commissioners of the Land Office at Detroit, in vol. 1, page 212, under the date of the 27th of November, 1805. This tract contains, by estimation, about one hundred and twenty arpents, it being three arpents in front by about forty in depth; bounded in front by Otter creek, in rear by river aux Vases, east by lands claimed by the heirs of Ganier, and west by lands claimed by Joseph St. Bernard.

Whereupon, Dominique Drouyard was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that the claimant began to possess, occupy, and cultivate, the premises in the year 1794, and has continued so to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 363; and that he cause the same to be surveyed, and a plot of the survey, together with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 364. LOUIS MONMINI.—The Board took into consideration the claim of Louis Monmini to a tract of land, situate on Otter creek, which was entered by J. and F. Lasselle with the former Commissioners of the Land Office at Detroit, in vol. 1, page 241, under the date of 27th November, 1805. This tract contains, by estimation, about one hundred and twenty arpents, it being three arpents in front, by about forty in depth; bounded in front by Otter creek, and in rear by river aux Vases, on one side by Jean Monmini, and on the other side by Francois Monmini.

Whereupon, Dominique Drouyard was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st of July, 1796, the claimant was in possession and occupancy of the premises, and has continued so to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 364; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 365. AIMABLE BELLAIR.—The Board took into consideration the claim of Aimable Bellair to a tract of land situate on Otter creek, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 278, under the date of 28th of November, 1805. This tract contains, by estimation, about two hundred and forty arpents, it being six arpents in front by about forty in depth; bounded in front by Otter creek, and in rear by river aux Vases, east by lands claimed by Jean Baptiste Lapoint, and west by the highway.

Whereupon, Dominique Drouyard was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st of July, 1796, Colonel John Anderson possessed and tenanted the premises, and continued so until he sold to the claimant, who has possessed and occupied the same since that time to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 365; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 366. JEAN DUSEAU.—The Board took into consideration the claim of Jean Duseau to a tract of land, situate on Otter creek, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 276, under the date of 29th November, 1805. This tract contains, by estimation, one hundred arpents, being twenty-five arpents in depth by four in front, bounded front by Otter creek, and in rear by the farms of the settlement of Plaisance, east by lands claimed by Batiste Dubreuil, and west by lands claimed by Nicholas Drouillard.

Whereupon, Dominique Drouillard was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st of July, 1796, Charles Drouillard was in possession and occupancy of the premises, and continued so until he sold to Joseph Chattebraux, from whom the claimant purchased about eight years ago, and has since occupied the same to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 366; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be delivered to the Register of the Land Office at Detroit.

No. 367. THE LEGAL HEIRS OF NICHOLAS DROUILLARD, deceased.—The Board took into consideration the claim of the legal heirs of Nicholas Drouillard, deceased, to a tract of land situate on Otter creek; and the notice filed was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

DETROIT, November 19, 1808.

SIR:

Take notice that we claim title to a tract of land, situate, lying, and being on Otter creek, containing four arpents in front by twenty-five in depth, bounded in front by said creek, in rear by lands of Plaisance settlement, east by lands of Jean Duseau, and west by lands of Ignace Tuot, Jun. dit Duval. We claim title by virtue of possession, occupancy, and improvements made by us or those from whom we derive title.

PETER AUDRAIN,
For the heirs of Nicholas Drouillard.

This tract contains, by estimation, about one hundred arpents, it being about four arpents in front by twenty-five in depth, bounded in front by Otter creek, in rear by the lands of Plaisance settlement, east by lands claimed by Jean Duseau, and west by lands claimed by Ignace Tuot, Jun. dit Duval.

Whereupon, Dominique Drouillard was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st of July, 1796, Antoine Guy was in possession and occupancy of the premises, and continued so until he sold it, about ten years ago, to the late Nicholas Drouillard, deceased, who possessed and occupied the same until he died; since which time, the widow and children have occupied the same to this day.

And thereupon it doth appear to the commissioners that the claimants are entitled to the above described tract of land, and that they have a certificate thereof, which certificate shall be No. 367; and that they cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

NO. 368. THE LEGAL HEIRS OF IGNACE TUOT, JUN. deceased.—The Board took into consideration the claim of the legal heirs of the late Ignace Tuot, Jun. deceased, to a tract of land, situate on Otter creek, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 277, under the date of the 29th of November, 1805.

This tract contains, by estimation, one hundred arpents, it being four arpents in front by twenty-five in depth, bounded in front by Otter creek, in rear by lands claimed by Claude Couture, east by lands claimed by the heirs of the late Nicholas Drouillard, and west by lands claimed by Charles Drouillard.

Whereupon, Dominique Drouillard was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st of July, 1796, the late Ignace Tuot, Jun. deceased, was in possession and occupancy of the premises, and continued so until he died; since which time, the widow and children have occupied the same to this day.

And thereupon it doth appear to the commissioners that the claimants are entitled to the above described tract of land, and that they have a certificate thereof, which certificate shall be No. 368; and that they cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

NO. 369. JOSEPH MONMINI.—The Board took into consideration the claim of Joseph Monmini to a tract of land, situate on Otter creek, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 374, under the date of the 4th of December, 1805.

This tract contains, by estimation, one hundred arpents, it being four arpents in front by twenty-five in depth, bounded in front by Otter creek, in rear by lands claimed by Medard Couture, east by lands claimed by Jacques Ganier, and west by lands claimed by Joseph Chatelreaux.

Whereupon, Dominique Drouillard was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st of July, 1796, Francois Billet possessed and cultivated the premises, and continued so until he sold to Pierre Montour, who sold to Jean Baptiste Lefevre, who made a present to the claimant, who has cultivated the same these six years; a house is built, and twenty-four arpents are in cultivation and enclosed.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 369; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

NO. 370. JOSEPH CHATELREAUX.—The Board took into consideration the claim of Joseph Chatelreaux to a tract of land, situate on Otter creek, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 284, under the date of the 29th of November, 1805.

This tract contains, by estimation, about one hundred and sixty arpents, it being four arpents in front by forty in depth, bounded in front by Otter creek, in rear by the lands of Plaisance settlement, east by lands claimed by Joseph Monmini, and west by lands claimed by Jean Louis Bellair.

Whereupon, Dominique Drouillard was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st of July, 1796, Francois Billet was in possession and occupancy of the premises, and continued so until he sold to Pierre Montour, who sold to Jean Baptiste Lefevre, who made a present of the same to the claimant, who has occupied the same these five or six years; has built a house, barn, and stables, with about twenty-four arpents in cultivation and enclosed.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 370; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

NO. 371. JEAN LOUIS BELLAIR.—The Board took into consideration the claim of Jean Louis Bellair to a tract of land, situate on Otter creek, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 285, under the date of the 29th of November, 1805.

This tract contains, by estimation, one hundred and sixty arpents, it being four arpents in front by forty in depth, bounded in front by Otter creek, and in rear by the lands of the settlement of Plaisance, east by lands claimed by Joseph Chatelreaux, and west by lands claimed by Jean Baptiste Couture.

Whereupon, Dominique Drouillard was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st of July, 1796, Francois Billet possessed and cultivated the premises, and continued so until he sold to the claimant, twelve years ago, who has ever since to this day occupied the same; has built a house and barn, and has planted an orchard bearing apples and peaches.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 371; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

NO. 372. ETIENNE ROBIDOU.—The Board took into consideration the claim of Etienne Robidou to a tract of land, situate on Otter creek; and the notice by him filed this day was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

DETROIT, November 18, 1808.

SIR:

Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim to a tract of land, situate on Otter creek, containing four arpents in front by about twenty-five in depth, bounded in front by Otter creek, in rear by river aux Vases, east by lands claimed by Francois Valiquet, and west by lands claimed by

Antoine Lafontaine. I claim and set up title by virtue of possession, occupancy, and improvements made by me since the year 1794.

For ETIENNE ROBIDOU,
DOMINIQUE DROUILLARD.

This tract contains, by estimation, about one hundred arpents, it being four arpents in front by about twenty-five in depth, bounded in front by Otter creek, in rear by river aux Vases, east by lands claimed by Francois Valiquet, and west by lands claimed by Antoine Lafontaine.

Whereupon, Dominique Drouillard was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st of July, 1796, the claimant was in possession, and cultivated the premises, and has continued so to this day without any interruption.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 373; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 373. **IGNACE MORAS.**—The Board took into consideration the claim of Ignace Moras to two tracts of land, (now united into one farm) situate on the river Huron; and the notice by him filed this day was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, November 19, 1808.

Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim to two tracts of land, (now united into one farm,) situate on river Huron of lake St. Clair, containing, together, eight and a half arpents in front, extending in depth to lake St. Clair, bounded in front by river Huron, above by the lands of the widow and heirs of Alexis Peltier, deceased, and below by lake St. Clair. The first tract I purchased (as per deed herewith) from Louis Baudin, and the other from Pierre Gouin, entered by said Gouin with the former Commissioners of the Land Office at Detroit, in vol. 1, page 305, under the date of the 5th of February, 1805. I claim and set up title by virtue of possession, occupancy, and improvements made by me or those from whom I derive title.

IGNACE MORAS, his \times mark.

Witness, **PETER AUDRAIN.**

This tract contains, by estimation, — arpents, it being eight and a half arpents in front, extending in depth to lake St. Clair, bounded in front by river Huron, in rear by lake St. Clair, above by lands claimed by the widow and heirs of the late Alexis Peltier, deceased, and below by lake St. Clair. This farm is not to exceed, in the whole, six hundred and forty acres.

Whereupon, Robert Robertjean was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, on the 1st of July, 1796, Michael Comparet was in possession and occupancy of the first tract, and continued so until he sold to Jean Baptiste Bodin, who occupied the same until he sold to the claimant, who has possessed and cultivated the same to this day; that, with respect to the second tract, previous to the 1st of July, 1796, Seraphin Loson was in possession and occupancy of the premises, and continued so until he sold to Jean Baptiste Bodin, who sold to Pierre Gouin, from whom the claimant has purchased, and has occupied the same to this day.

The claimant, in support of his claim, exhibited the following deed, to wit:

TERRITORY OF MICHIGAN, District of Detroit, ss.

Par devant les témoins soussignés fut présent le sieur Pierre Gouin, du district du Detroit, lequel reconnoit avoir vendu, cédé, transporté, et délaissé, dès maintenant et à toujours, avec garantie de tous troubles, dons, donaires, hypothèques, évictions, aliénations, et de tout empêchement généralement quelconque, (excepté de la part du Gouvernement des Etats Unis de l'Amerique) au sieur Ignace Moras, aussi du district du Detroit, à ce présent acceptant acquéreur pour lui, ses hoirs, et ayant cause à l'avenir, une terre ou plantation sise et située à la rivière aux Hurons, dans le district de Huron, et territoire de Michigan, contenant à peu près de huit à dix arpents de front, et s'étendant en profondeur jusqu'au lac St. Clair, bornée par devant par la rivière aux Hurons, et par derrière par le lac St. Clair, en haut par une terre de l'acquéreur, et en bas par le lac St. Clair, tel et ainsi que la ditte terre se poursuit et comporte et s'étend de toutes parts, circonstances, et dépendances, ensemble les bâtiments suscoultruits, que le dit acquéreur dit bien savoir et connoître, et dont il dit être content et satisfait.

Cette vente, cession, transport, et délaissement, ainsi fait pour et moyennant le prix et somme de cent quarante-cinq pounds, cours de la Nouvelle York, que le dit vendeur reconnoit avoir reçu comptant lors et avant la passation des présentes du dit acquéreur, dont il le tient quitte et déchargé, ainsi que tous autres.

Au moyen de quoy, le dit Pierre Gouin a de ce moment transporté, et par ces présentes transporte au dit Ignace Moras, ses hoirs, et ayant cause à l'avenir, tous et tels droits de propriété, noms, raisons, actions, et tous autres droits qu'il a et a pu avoir sur la ditte terre ou plantation, voulant et entendant qu'il en soit mis en bonne possession et seigneurie, par qui et ainsi qu'il appartiendra en vertu des présentes.

Fait et passé au Detroit, le douzième jour du mois de Septembre, 1808; et le dit Pierre Gouin a signé et scellé en présence de témoin, après que lecture lui a été faite des présentes.

PIERRE GOUIN. [L. s.]

Scellé et délivré en présence de
JOS. WATSON.

TERRITORY OF MICHIGAN, District of Detroit, ss.

Personally appeared before me, the undersigned, one of the justices of the peace in the district of Detroit, Peter Gouin, the above grantor, who acknowledged the foregoing instrument of writing to be his act and deed for the purposes therein contained. In testimony whereof, I have hereunto set my hand, at Detroit, the 13th day of September, 1808.

PETER AUDRAIN, J. P. D. D.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 373; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 374. **THE WIDOW AND HEIRS OF ALEXIS PELTIER, deceased.**—The Board took into consideration the claim of the widow and heirs of Alexis Peltier, deceased, to a tract of land on river Huron; and the notice by them filed on the 11th July last was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, July 11, 1808.

Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim, for myself and children, to a tract of land, situate on river Huron, of lake St. Clair, containing three arpents in front by about twenty-five or thirty arpents in depth, bounded in front by river Huron, in rear by lake St. Clair, on one side by Joseph Robertjean, and on the other side by Ignace Moras. I claim and set up title by virtue of possession, occupancy, and improvements made by me or those from whom I derive title.

WIDOW AND HEIRS OF ALEXIS PELTIER, deceased, \times .

Witness, **IGNACE MORAS**, his \times mark..

This tract contains, by estimation, about ninety arpents, it being three arpents in front by about thirty in depth, bounded in front by river Huron, in rear by lake St. Clair, west by lands claimed by Joseph Robertjean, and east by lands claimed by Ignace Moras.

Whereupon, Robert Robertjean was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the late Alexis Peltier, deceased, was in possession and occupancy of the premises, and continued so until he died; since which time, the widow and children have occupied the same to this day.

And thereupon it doth appear to the commissioners that the claimants are entitled to the above described tract of land, and that they have a certificate thereof, which certificate shall be No. 374; and that they cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to Monday next, at nine in the forenoon.

MONDAY, November 21, 1808.

The Board met at nine in the forenoon, pursuant to adjournment.

No. 375. JEAN B. LA POINTE.—The Board took into consideration the claim of Jean B. La Pointe to a tract of land, situate on Otter creek, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 2, page 51, under the date of 25th January, 1806.

This tract contains, by estimation, one hundred and twenty arpents, it being three arpents in front by forty in depth, bounded in front by Otter Creek, in rear by river aux Vases, on one side by lands claimed by Amable Bellair, and on the other side by lands claimed by Jean Baptiste Lasselle.

Whereupon, Dominique Drouillard was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st of July, 1796, Prospect Thibault was in possession and occupancy of the premises, and continued so until he sold to Francois Berard, who sold to Jean Monnini, who sold to Amable Bellair, from whom the claimant has purchased, and has possessed and occupied the same these five years past; that there are about thirty-six arpents in cultivation and under fence.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 375; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 376. FRANCOIS VALIQUET.—The Board took into consideration the claim of Francois Valiquet, as grantee of Antoine Guy, to a tract of land, situate on Otter creek, which was entered by said Antoine Guy with the former Commissioners of the Land Office at Detroit, in vol. 1, page 282, under the date of 29th November, 1805.

This tract contains, by estimation, one hundred arpents, it being four arpents in front by twenty-five in depth, bounded in front by Otter creek, in rear by river aux Vases, east by lands claimed by Prospect Thibault, and west by lands claimed by Etienne Robidou.

Whereupon, Dominique Drouillard was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, twelve years ago, the said tract was cultivated by Pierre Foucreau, dit Misac, and continued so until he sold to Antoine Guy, who possessed the same until the 4th April, 1806, when he sold to the claimant, who has occupied the same to this day; that about sixty arpents are in cultivation and under fence; also, a dwelling-house, barn, stables, &c.

The claimant, in support of his claim, exhibited the following deed, to wit:

TERRITOIRE DE MICHIGAN, *District d'Erie*, ss.

Par devant moy, George McDougall, notaire public pour le district cy-dessus, dûment commissionné et sermenté selon la loi, et temoins soussignés, fut présent Antoine Guy, habitant de la rivière aux Loutres, dans le dit district d'Erie, lequel a reconnu, et par ces présentes reconnoit avoir vendu, cédé, transporté, et délaissé, dès maintenant et à toujours, au Sieur Francois Valiquet tous et tels droits qu'il a ou peut avoir sur une terre sise et située à la rivière aux Loutres, de quatre arpents de front sur vingt-cinq de profondeur, plus au moins, bornée par devant par la ditte rivière aux Loutres, et par derrière par la rivière, aux Vases, à l'est par la terre de Prospect Thibeault, et à l'ouest par celle d'Etienne Robidou; avec les bâtiments, clôtures, &c. susconstruit. En considération qu'il me permit de recueillir la sémence que j'y ai fait dessus, ayant vendu la ditte terre à Pierre Foucreau, qui l'a vendue ce jour au dit Francois Valiquet. Je prie les honorables commissaires nommés par le Gouvernement des Etats Unis de prêter attentions à ceci, comme c'est la même terre que j'ai entrée au Bureau des Terres l'automne passé. Rivière aux Raisins, le 11 Avril, 1806.

ANTOINE GUY, sa X marque.

FRANCOIS NAVARRE.
Geo. McDougall, N. P.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 376; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 377. ANDRE JOURDAIN.—The Board took into consideration the claim of André Jourdain to a tract of land, situate on Otter creek, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 273, under the date of the 29th November, 1805.

This tract contains, by estimation, ——— arpents; it is situate on the southerly side of river aux Loutres, beginning at the mouth thereof, going up said creek until it intersects the farm of Francois Lionard, following his division line in a southerly direction until it strikes river aux Vases, going down said river aux Vases until it empties into lake Erie, and from thence to the mouth of Otter creek, the place of departure; bounded west by lands claimed by Francois Lionard, and east by lake Erie.

Whereupon, François Lionard was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, Alexander Woillet was in possession and occupancy of the premises, and continued so until he sold to Joseph Guy, from whom the claimant has purchased, and has possessed and occupied the same ever since to this day; that there are thirty or forty arpents in cultivation and under fence, a dwelling-house, a barn, and out-houses, &c. This farm is not to exceed six hundred and forty acres.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 377; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 378. JACQUES PRUDHOMME.—The Board took into consideration the claim of Jacques Prudhomme to a tract of land, situate on Otter creek, which was entered by Jacques and François Lasselle, in his behalf, with the former Commissioners of the Land Office at Detroit, vol. 1, page 122, under the date of 19th January, 1805.

This tract contains, by estimation, about two hundred and forty arpents, it being three arpents in front by about eighty in depth, bounded in front by Otter creek, in rear by river aux Vases, on one side by lands claimed by François Soudrette, and on the other side by lands claimed by Louis Monnini.

Whereupon, Dominique Drouillard was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, François Monnini was in possession and occupancy of the premises, and continued so until he sold to Jacques Lasselle, from whom the claimant has purchased about six years ago, and has occupied the same ever since to this day; that about forty-five arpents are in cultivation, with a dwelling-house, barn, and stables.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 378; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 379. JOSEPH LOUIS TREMBLE.—The Board took into consideration the claim of Joseph Louis Tremblé to a tract of land, situate on lake St. Clair; and the notice by him filed this day was read in the words and figures following, to wit:

To the Register of the United States' Land Office at Detroit.

SIR:

Please take notice that I claim title to a tract of land in the district of Detroit, situate, lying, and being on lake St. Clair, containing, by estimation, four hundred and eighty arpents, it being six arpents in front by eighty in depth, bounded in front by said lake, and in rear by unlocated lands, on the northeast by lands claimed by Charles Goulin, and on the southwest by lands claimed by John Little. I claim title by virtue of possession, occupancy, and valuable improvements made thereon by me previous to the year 1796, and continued to this day.

JOSEPH LOUIS TREMBLE, his \times mark.

Witness, LAMBERT LAFAY.

This tract contains, by estimation, four hundred and eighty arpents, it being six arpents in front by eighty in depth, bounded in front by lake St. Clair, in rear by unlocated lands, northeast by lands claimed by Charles Goulin, and southwest by lands claimed by John Little.

Whereupon, François Chartier was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the claimant was in possession and occupancy of the premises, and has continued so to this day without any interruption.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 379; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 380. FRANÇOIS VALIQUET.—The Board took into consideration the claim of François Valiquet, as grantee of Amable Bellair, to a tract of land, situate on Otter creek, which was entered with the former Commissioners of the Land Office at Detroit, by said Amable Bellair, in vol. 2, page 71, under the date of 25th January, 1806.

This tract contains, by estimation, one hundred and twenty arpents, it being three arpents in front by about forty in depth, bounded in front by Otter creek, in rear by river aux Vases, on one side by lands claimed by the heirs of Jacques Ganier, deceased, and on the other by lands claimed by Jacques and François Lasselie.

Whereupon, Dominique Drouillard was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, one Bodin was in possession and occupancy of the premises, and continued so until he sold to François Soudriette, who sold to Amable Bellair, from whom the claimant has purchased, and has occupied the same to this day. Nine or ten arpents are in cultivation and enclosed. —Postponed.

No. 381. JACQUES AND FRANÇOIS LASSELLE.—The Board took into consideration the claim of Jacques and François Lasselie to a tract of land, situate on Otter creek, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 122, under the date of 19th January, 1805.

This tract contains, by estimation, one hundred and sixty arpents, it being four arpents in front by about forty in depth, bounded in front by Otter creek, and in rear by river aux Vases, on one side by lands claimed by Dominique Drouillard, and on the other side by lands claimed by François Soudriette.

Whereupon, Dominique Drouillard was brought forward as a witness in behalf of the claimants, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, Medard Couture was in possession and occupancy of the premises, and continued so until he sold to Pierre Robidou, who sold to J. and F. Lasselie, who sold to Etienne Robidou, who sold to Baptiste Couture, from whom the claimants have purchased, and have possessed and tenanted the same to this day. Thirty arpents are in cultivation and enclosed, with a dwelling-house, and out-houses.

And thereupon it doth appear to the commissioners that the claimants are entitled to the above described tract of land, and that they have a certificate thereof, which certificate shall be No. 381; and that they cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 382. JACQUES AND FRANÇOIS LASSELLE, ADMINISTRATORS OF JOSEPH HYRAGUE, deceased.—The Board took into consideration the claim of Jacques and François Lasselie, as administrators of the late Joseph Hyrague, deceased, to three tracts of land, (now united into one farm,) situate on Otter creek, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 122, under the date of 19th January, 1805.

This tract contains, by estimation, about four hundred arpents, it being ten arpents in front by about forty in depth, bounded in front by Otter creek, in rear by unconceded lands, east by lands claimed by Charles Drouillard, and west by unlocated lands.

Whereupon, Dominique Drouillard was brought forward as a witness in behalf of the claimants, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, Paul Campeau, Joseph Drouillard, and François Campeau were in possession and occupancy of the premises, and continued so until they sold each one tract to Joseph Hyrague, deceased, who possessed and occupied the same until he died; since which time, the claimants, as administrators, have tenanted the same for the use of the legal heirs of the said Joseph Hyrague. —Postponed.

No. 383. JEAN BAPTISTE LASSELLE.—The Board took into consideration the claim of Jean Baptiste Lasselie to a tract of land, situate on Otter creek, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 92, under the date of 16th January, 1805.

This tract contains, by estimation, one hundred and twenty arpents, it being three arpents in front by about forty in depth, bounded in front by Otter creek, in rear by river aux Vases, on one side by lands claimed by Louis Moumini, and on the other side by lands claimed by Jean Moumini.

Whereupon, Dominique Drouillard was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, Baptiste Drouillard was in possession and occupancy of the premises, and continued so until he sold to Jean Moumini, from whom the claimant has purchased, and has possessed and tenanted the same to this day; about twenty arpents are cultivated and enclosed. The claimant has been in possession about eight years.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 383; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 384. THE LEGAL HEIRS OF JACQUES GANIER, deceased.—The Board took into consideration the claim of the legal heirs of Jacques Ganier, deceased, to a tract of land, situate on Otter creek; and the notice filed by André Jourdain, in their behalf was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, November 21, 1808.

Take notice that I now enter with the Commissioners of the Land Office at Detroit the claim of the legal heirs of the late Jacques Ganier, deceased, to a tract of land, situate on Otter creek, containing about nine arpents in front

by about sixty in depth, bounded in front by Otter creek, and in rear by river aux Vases, east by Francois Valiquet, and west by Jean Batiste Taillon. They claim by virtue of possession, occupancy, and improvements made by the late Jacques Ganier.

Witness, PETER AUDRAIN.

ANDRE JOURDAIN, his × mark.

This tract contains, by estimation, about five hundred and forty arpents, it being about nine arpents in front by about sixty in depth, bounded in front by Otter creek, and in rear by river aux Vases, east by lands claimed by Francois Valiquet, and west by lands claimed by Jean Batiste Taillon.

Whereupon, Francois Valiquet was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the late Joseph Ganier, deceased, was in possession and occupancy of the premises, and continued so until he died; since which time, his widow and children have occupied the same to this day; a dwelling-house, barn, and out-houses are erected on the premises, and more than thirty arpents are in cultivation and enclosed.

And thereupon it doth appear to the commissioners that the claimants are entitled to the above described tract of land, and that they have a certificate thereof, which certificate shall be No. 384; and that they cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to Wednesday next, at nine in the forenoon.

WEDNESDAY, November 23, 1808.

The Board met at nine in the forenoon, pursuant to adjournment.

No. 385. LOUIS TREMBLE, Sen.—The Board took into consideration the claim of Louis Tremblé to a tract of land, situate on river Detroit; and the notice by him filed on the 21st November instant was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, November 21, 1808.

Please take notice that I claim title to a tract of land in the district of Detroit, situate, lying, and being on the river Detroit, containing, by estimation, about two hundred and fifty arpents, it being three arpents and three perches in front by eighty in depth, bounded in front by said river, and in rear by unlocated lands, northeast by lands of Thomas Tremblé, and southwest by lands of Joseph Lionard Tremblé. I claim title by virtue of possession, occupancy, and very valuable improvements, such as horse mill, water mills, dwelling-houses, barns, stables, &c. made thereon by me many years previous to the 1st day of July, 1796, and continued to this day.

LOUIS TREMBLE, his × mark.

Witness, LAMBERT LAFOY.

This tract contains, by estimation, two hundred and fifty arpents, it being three arpents and three perches in front by eighty arpents in depth, bounded in front by river Detroit, in rear by unlocated lands, northeast by lands claimed by Thomas Tremblé, and southwest by lands claimed by Joseph Lionard Tremblé.

Whereupon, Michael Yax was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that the claimant has possessed the premises for more than thirty years, and still doth occupy the same: two dwelling-houses, a grist and saw mill are erected on the premises.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 385; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 386. JOSEPH LIONARD TREMBLE.—The Board took into consideration the claim of Joseph Lionard Tremblé to a tract of land, situate, lying, and being on river Detroit; and the notice filed by him the 21st November instant was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, November 21, 1808.

Please take notice that I claim title to a tract of land in the district of Detroit, situate, lying, and being on the river Detroit, containing, by estimation, two hundred and forty arpents, it being three arpents in front by eighty in depth, bounded in front by said river, and in rear by unlocated lands, northeast by Louis Tremblé, and southwest by Robert Marsac. I claim title by virtue of possession, occupancy, and very valuable improvements made by me many years previous to the 1st July, 1796, and continued to this date.

JOSEPH LIONARD TREMBLE, his × mark.

Witness, LAMBERT LAFOY.

This tract contains, by estimation, two hundred and forty arpents, it being three arpents in front by eighty in depth, bounded in front by river Detroit, and in rear by unlocated lands, northeast by lands claimed by Louis Tremblé, and southwest by lands claimed by Robert Marsac.

Whereupon, Michael Yax was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that the claimant has been in possession and occupancy of the premises these thirty-five years at least, and still occupies the same: a dwelling-house, barn, and stables are erected thereon.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 386; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 387. MICHAEL YAX.—The Board took into consideration the claim of Michael Yax to a tract of land, situate on the river Detroit; and the notice by him filed this day was read in the words and figures following, to wit:

To the Register of the United States' Land Office at Detroit.

SIR:

DETROIT, November 23, 1808.

Please take notice that I claim title to a tract of land in the district of Detroit, situate, lying, and being on the river Detroit, containing, by estimation, three hundred and twenty arpents, it being four arpents in front by eighty in depth, bounded in front by said river, and in rear by unlocated lands, on the northeast by lands claimed by Joseph Laderoute, and on the southwest by lands claimed by Pierre Chene. I claim title by virtue of possession, occupancy, and valuable improvements made thereon previous to the 1st July, 1796, and continued to this date.

MICHAEL YAX, his × mark.

Witness, LAMBERT LAFOY.

This tract contains, by estimation, three hundred and twenty arpents, it being four arpents in front by eighty in depth, bounded in front by said river, and in rear by unlocated lands, northeast by lands claimed by Joseph Laderoute, and southwest by lands claimed by Pierre Chene.

Whereupon, Joseph Lionard Tremblé was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that the claimant has been in possession and occupancy of the premises more than twenty-six years ago, and still occupies the same. A dwelling-house, barn, and stables are erected thereon.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 387; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 388. THOMAS TREMBLE.—The Board took into consideration the claim of Thomas Tremblé to a tract of land, situate on river Detroit; and the notice by him filed this day was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, November 23, 1808.

Please to take notice that I claim title to a tract of land in the district of Detroit, situate, lying, and being on the river Detroit, containing, by estimation, one hundred and sixty arpents, it being two arpents in front by eighty in depth, bounded in front by said river, and in rear by unlocated lands, on the northeast by lands claimed by Collet Campeau, and on the southwest by lands claimed by Louis Tremblé. I claim title by virtue of possession, occupancy, and valuable improvements made thereon by me or those from whom I derive title.

THOMAS TREMBLE.

This tract contains, by estimation, one hundred and sixty arpents, it being two arpents in front by eighty in depth, bounded in front by river Detroit, in rear by unlocated lands, northeast by lands claimed by Collet Campeau, and southwest by lands claimed by Louis Tremblé.

Whereupon, Michael Yax was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, Louis Tremblé, senior, was in possession, and tenanted the premises, and continued so until he sold to the claimant, his son, who has occupied the same to this day. A dwelling-house, a barn, and stables are erected thereon, and thirty arpents are in cultivation and enclosed.

The claimant, in support of his claim, exhibited a deed in the following words and figures, to wit:

TERRITOIRE DE MICHIGAN, *Distric du Detroit*:

Par devant les témoins soussignés fut présent Louis Tremblé, habitant, demeurant dans la ditte district du Detroit, lequel a reconnu avoir vendu, cédé, transporté, et délaissé, dès maintenant et à toujours, promet garantir de tous troubles, dons, donaires, dettes, hypothèques, évictions, aliénations, et de tout empêchement généralement quelconque, à Thomas Tremblé, a ce présent et acceptant acquéreur, pour lui, ses hoirs, et ayant cause à l'avenir, une terre sise et située dans le susdit district du Detroit, et territoire de Michigan, contenant cent soixante arpents, savoir: deux arpents de front sur quatre-vingt de profondeur, bornée par devant par la rivière du Detroit, et par derrière par des terres non concédées, au nord-est par la terre de Colet Campeau, et au sud-ouest par la terre de moy, Louis Tremblé, ensemble la maison, et autres bâtimens susconstruits, circonstances, et dépendances que le dit Thomas Tremblé dit bien savoir et connoître, et dont il est content et satisfait.

Cette vente, cession, transport, et délaissement, ainsi fait pour et moyennant la somme de cent quatre vingts cours de la Nouvelle York, que le dit vendeur reconnoît avoir reçu du dit Thomas Tremblé avant la passation de pouds, présentes, dont il le tient quitte et déchargé, ainsi que tous autres.

Au moyen de ce que dessus le dit Louis Tremblé a transporté, et par ces présentes transporte au dit Thomas Tremblé, ses hoirs, et ayant cause à l'avenir, tous et tels droits de propriété, noms, raisons, actions, et tous autres droits qu'il a et peut avoir sur la ditte terre, ou emplacement, maison, et autres bâtimens susconstruits, s'en démettant et dévêtissant à son profit, voulant et entendant qu'il en soit mis en bonne possession et seizine, par qui et ainsi qu'il appartiendra en vertu des présentes.

Fait et passé au Detroit, le 20ème jour du mois de Novembre, en l'an de notre Seigneur mil huit cent huit; et le dit Louis Tremblé a signé et scellé, en présence de témoins, après lecture faite des présentes.

LOUIS TREMBLE, sa x marque. [L. s.]

Signé, scellé, et délivré, en présence de LAMBERT LAFOY,
JAMES ABBOTT.

MICHIGAN TERRITORY, *to wit*:

Personally appeared before the undersigned, one of the Judges of the District Court of Huron and Detroit, Louis Tremblé, the within grantor, and acknowledged the within deed of bargain and sale to be his free and voluntary act and deed for the purposes therein contained; that the same has been read to him, and therewith is perfectly satisfied; and that, as such, it may be recorded. In testimony whereof, I have hereunto set my hand and seal, at Detroit, the 23d day of November, A. D. 1808.

JAMES ABBOTT, [L. s.]

Judge of the District Court of Huron and Detroit.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 388; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 389. JOSEPH LOUIS TREMBLE.—The Board took into consideration the claim of Joseph Louis Tremblé to a tract of land, situate on Tremblé's creek; and the notice by him filed 21st November instant was read in the words and figures following, to wit:

To PETER AUDRAIN, Esq. Register of the Land Office at Detroit.

SIR:

Please to take notice that I enter with the Commissioners of the Land Office at Detroit my claim to a tract of land in the district of Detroit, containing, by estimation, six hundred and forty acres, situate, lying, and being on a creek commonly called *Tremblé's creek*, sixteen acres in front by forty in depth, bounded in front by said creek, and in rear by unlocated lands, on the northwest or upper side by lands claimed by François Marsac, and southeast or lower side by unlocated lands. I claim title by virtue of possession, occupancy, and improvements made thereon in the year 1788, and continued to this date.

JOSEPH LOUIS TREMBLE, his x mark.

Witness, LAMBERT LAFOY.

This tract contains, by estimation, six hundred and forty acres, it being sixteen acres in front by forty in depth, bounded in front by said creek, and in rear by unlocated lands, northwest by lands claimed by François Marsac, and southeast by unlocated lands.

Whereupon, Michael Yax was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that Joseph Lionard Tremblé, godfather to the claimant, was in possession and occupancy many years previous to the 1st July, 1796, and continued so until he made a present of it to his godson, the claimant, who has been in possession and occupancy these ten years. The said Joseph Lionard Tremblé, being present, was sworn, and said that he really had made a present of it to the claimant; and that he relinquishes all right, title, interest, claim, and demand to the claimant. There are about thirty arpents under cultivation.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 389; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

NO. 390. THE WIDOW AND HEIRS OF ANTOINE MORAS, deceased.—The Board took into consideration the claim of the widow and heirs of the late Antoine Moras, deceased, to a tract of land, situate near the river Detroit; and the notice filed by Ignace Moras in their behalf on the 11th July last was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, July 11, 1808.

Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim, for myself and my children, to a tract of land, situate on river Detroit, back to the farm on which I live, containing three arpents in front by forty arpents in depth, bounded in front by my own farm, and in rear by unlocated lands, on one side by lands claimed by Paul Malcher, and on the other side by unlocated lands. I claim and set up title by virtue of possession, occupancy, and improvements made by me or those from whom I derive title.

MARIANNE MORAS, her × mark,
Widow of Antoine Moras, deceased.

Witness, ANTOINE MORAS, his × mark.

This tract contains, by estimation, one hundred and twenty arpents, it being three arpents in front by forty in depth, bounded in front by the farm of the claimants, and in rear by unlocated lands, on one side by lands claimed by Paul Malcher, and on the other side by unlocated lands.

Whereupon, Pierre Landroche was brought forward as a witness in behalf of the claimants, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the late Antoine Moras, deceased, was in possession, and cultivated the premises, and continued so until he died; since which time, the widow and children have possessed and cultivated the same. A house is erected thereon, and about twelve arpents are cultivated and enclosed.

And thereupon it doth appear to the commissioners that the claimants are entitled to the above described tract of land, and that they have a certificate thereof, which certificate shall be No. 390; and that they cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

NO. 391. CHARLES GOUIN, Sen.—The Board took into consideration the claim of Charles Gouin to a tract of land, situate on lake St. Clair; and the notice by him filed on the 3d September last was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, September 3, 1808.

Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim to a tract of land, situate in the district of Detroit, containing three arpents in front by forty in depth, bounded in front by lake St. Clair, and in rear by unlocated lands, above by René Marsac, and below by Joseph Tremblé. I claim and set up title by virtue of possession, occupancy, and improvements made by me or those from whom I derive title.

CHARLES GOUIN.

This tract contains, by estimation, one hundred and twenty arpents, it being three arpents in front by forty in depth, bounded in front by lake St. Clair, and in rear by unlocated lands, above by lands claimed by René Marsac, and below by lands claimed by Joseph Tremblé.

Whereupon, Joseph Lionard Tremblé was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the late Charles Morin was in possession and occupancy of the premises, and continued so until he died; since which time, the widow and children, being of age, sold to Isidore Morin, from whom the claimant has purchased, and has occupied and cultivated the same to this day.

The claimant, in support of his claim, exhibited the following deed, to wit:

TERRITOIRE DE MICHIGAN, *District du Detroit*, ss.

Par devant les témoins soussignés fut présent Isidore Morin, du district du Detroit, lequel tant en son nom qu'au nom de ses frères et sa sœur, qui l'ont autorisé à cet effet, a reconnu, et par ces présentes reconnoit avoir vendu, cédé, transporté, et délaissé, dès maintenant et à toujours, avec garantie de tout troubles, dons, douaires, hypothèques, évictions, aliénations, substitutions, et de tout empêchement généralement quelconque, excepté de la part des Etats Unis, et de la part de la famille Benoit, à Charles Gouin, habitant, demeurant à la côté du nord-est dans le susdit district du Detroit, à ce présent acceptant acquéreur, pour lui, ses hoirs, et ayant cause à l'avenir, une certaine ferme, ou plantation, sise et située dans le susdit district du Detroit, et territoire de Michigan, consistante en trois arpents de front sur quarante de profondeur, bornée en haut par René Marsac, et en bas par Joseph Tremblé, laquelle ferme, ou plantation, le dit Isidore Morin avait achetée de Nicholas Patenaude et de Marie Josette, son épouse, par contrat passé au Detroit, le 22 Octobre, 1803, et enregistré au greffe du Detroit, dans le livre No. 2, page 68.

Cette vente, cession, transport, et délaissement, ainsy fait pour et moyennant la somme de trente pounds, cours de la Nouvelle York, que le dit vendeur reconnoit avoir reçu comptant lors et avant la passation des présentes, dont il le tient quitte et déchargé, ainsy que tous autres, et aussi aux clauses et conditions que le dit Charles Gouin remplira envers le dit Patenaude, pendant la vie naturelle de son épouse, Marie Josette, l'obligation que le dit Isidore Morin a contracté par le dit contrat mentionné cy-dessus, c'est à dire de leur payer chaque année vingt minots de grains que aura été semé sur la ditte terre.

Au moyen de ce le dit Isidore Morin a de ce moment transporté au dit Charles Gouin, ses hoirs, et ayant cause à l'avenir, tous et tels droits de propriété qu'il a et a pu avoir sur la ditte terre, voulant et entendant qu'il en soit mis en bonne possession et seigneurie, par qui et ainsy qu'il appartiendra en vertu des présentes.

Fait et passé au Detroit, le 19ème Mars, 1807, et les parties ont signé et scellé, après lecture faite, en présence de témoins.

ISIDORE MORIN, [L. s.]
CHARLES GOUIN. [L. s.]

En présence de

PETER AUDRAIN, J. P. D. D.
JOHN GENTLE.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 391; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

NO. 392. ROBERT MARSAC.—The Board took into consideration the claim of Robert Marsac to a tract of land, situate on the river Detroit; and the notice by him filed this day was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, November 23, 1808.

Please take notice that I claim title to a tract of land in the district of Detroit, situate, lying, and being on the river Detroit, containing, by estimation, one hundred and sixty arpents, it being two arpents in front by eighty in depth, bounded in front by said river, and in rear by unlocated lands, on the northeast by lands of Lionard Tremblé,

and southwest by lands of Jacques Marsac. I claim title by virtue of possession, occupancy, and improvements made by me or by those from whom I derive title.

Witness, LAMBERT LAFOY.

ROBERT MARSAC, his x mark.

This tract contains, by estimation, one hundred and sixty arpents, it being two arpents in front by eighty in depth, bounded in front by river Detroit, in rear by unlocated lands, northeast by lands claimed by Lionard Tremblé, and southwest by lands claimed by Jacques Marsac.

Whereupon, Joseph Lionard Tremblé was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, François Marsac was in possession and occupancy of the premises, and continued so until he sold to the claimant, who has possessed and occupied the same to this day. About thirty-two arpents are cultivated and enclosed.

The claimant, in support of his claim, exhibited the following deed, which is written on the back of the above notice, to wit:

TERRITORY OF MICHIGAN, District of Detroit:

Know all men by these presents, that I, François Marsac, of Detroit, for and in consideration of the sum of five hundred dollars, money of the United States, to me in hand paid by Robert Marsac at and before the sealing of these presents, the receipt whereof I do hereby acknowledge, have assigned and made over to the said Robert Marsac, his heirs or assigns, all my right, title, interest, claim, and demand, of and to the within mentioned lands, to have and to hold to the said Robert Marsac, his heirs and assigns, forever. And I, the said François Marsac, for myself, my heirs and assigns, forever quit claim to the within mentioned lands, and every part thereof.

In witness whereof, I have hereunto set my hand, and affixed my seal, this 23d day of November, A. D. 1808.

FRANCOIS MARSAC. [L. s.]

Witnesses, LAMBERT LAFOY,
JAMES ABBOTT.

Acknowledged before me,

PETER AUDRAIN, J. P. D. D.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 393; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 393. JEAN BAPTISTE CHOVIN.—The Board took into consideration the claim of Jean Baptiste Chovin to a tract of land, situate at Gross Point; and the notice by him filed the 30th August last was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

DETROIT, August 30, 1808.

SIR:

Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim to a tract of land, situate at Gross Point, on lake St. Clair, containing three arpents in front by one hundred in depth, bounded in front by lake St. Clair, in rear by unlocated lands, on one side, northeast, by François Forton, and on the other side by the heirs of the late William Forsyth. I claim and set up title by virtue of possession, occupancy, and improvements made by me or those from whom I derive title.

JEAN BAPTISTE CHOVIN, his x mark.

Witness, PETER AUDRAIN.

This tract contains, by estimation, three hundred arpents, it being three arpents in front by one hundred in depth, bounded in front by lake St. Clair, in rear by unlocated lands, on one side by lands claimed by François Forton, and on the other by lands claimed by the heirs of the late William Forsyth, deceased.

Whereupon, Michael Yax was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, Antoine Billou, dit l'Espérance, was in possession and occupancy of the premises, and continued so until he sold to the claimant, who has possessed and occupied the same to this day.

The claimant, in support of his claim, exhibited the following deed, to wit:

Par devant les témoins soussignés, résidant au Detroit, dans le territoire de Michigan, fut présent Antoine Billou, dit l'Espérance, d'une part, et Jean Batiste Chovin, d'autre part; lesquels ont fait les échanges et permutations suivantes, savoir: que le dit Antoine Billou, dit l'Espérance, cède et abandonne au dit Jean Batiste Chovin une ferme ou plantation sise et située à la Grosse Pointe, consistante en trois arpents de front sur cent arpents en profondeur, au nord du lac St. Clair, bornée au nord-est par François Forton, et au sud-ouest par les héritiers de défunt William Forsyth, avec une maison, grange, &c. que le dit Jean Batiste Chovin dit bien connoître, et dont il est content et satisfait.

Et le dit Jean Batiste Chovin cède et abandonne au dit Antoine Billou, dit l'Espérance, un terrain d'un arpent de front sur quarante de profondeur, sis à la côté du nord-est sur la rivière du Detroit, borné au nord-est à Jacob Marsac, et au sud-ouest à la terre du défunt Jean Batiste Chovin, père, dont le dit défunt fait partie, que le dit Antoine Billou, dit l'Espérance, dit bien connoître, et dont il est content et satisfait.

Les parties se garantissent réciproquement l'un à l'autre de tout trouble et empêchement généralement quelconque, pour les terres cy-dessus échangées; et le dit Jean Batiste Chovin promet et s'oblige de payer au dit Antoine Billou, dit l'Espérance, la somme de cent pounds, cours de la Nouvelle York, dans l'espace de quatre années, à compter de la date des présentes, sans intérêt, en grains, au prix courant qu'il vaudra au jour du paiement, et cela en considération de l'échange cy-dessus. Car ainsi sont convenues les parties de bonne loy.

Fait et passé double au Detroit, le trente-premier jour du mois d'Octobre, mil huit cent cinq; et les parties ayant déclarées ne savoir signer, ont faites leurs marques ordinaires, et ont scellées après que lecture leur a été faite des présentes, en présence de témoin.

ANTOINE BILLOU, dit L'ESPERANCE, sa x marque. [L. s.]

JEAN BATISTE CHOVIN, sa x marque. [L. s.]

Signé, scellé, et délivré, en présence de PIERRE CHENE.

TERRITORY OF MICHIGAN, to wit:

Personally appeared before me, the subscriber, one of the justices of the peace in the district of Detroit, Antoine Billou, dit l'Espérance, and Jean Batiste Chovin, and both acknowledged that they had signed and sealed the foregoing instrument of writing for the purposes therein contained, and that, as such, it may be recorded.

In testimony whereof, I have hereunto set my name, at Detroit, the 31st of October, 1805.

PETER AUDRAIN, J. P. D. D.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 393; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 394. FRANCOIS MARSAC.—The Board took into consideration the claim of Captain François Marsac to a tract of land, situate on Tremblé's creek, at Grand Marais; and the notice by him filed this day was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, November 23, 1808.

Please take notice that I claim title to a tract of land in the district of Detroit, situate, lying, and being on a creek called Tremblé's creek, containing, by estimation, four hundred arpents, it being ten arpents in front by forty in depth, bounded in front by said creek, and in rear by unlocated lands, on the south, or below, by Joseph Louis Tremblé, and on the north, or upper side, by unlocated lands. I claim title by virtue of possession, occupancy, and improvements made by me thereon previous to the 1st July, 1796, or by those from whom I derive title.

FRANCOIS MARSAC.

This tract contains, by estimation, four hundred arpents, it being ten arpents in front by forty in depth, bounded in front by Tremblé's creek, and in rear by unlocated lands, south by lands claimed by Joseph Louis Tremblé, and north by unlocated lands.

Whereupon, Joseph Lionard Tremblé was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, Louis Griffard, Pierre Griffard, and Gaetan Tremblé were in possession, occupancy, and improvements, of ten arpents in front by forty in depth, (as per deed herewith,) and continued so until they sold to the claimant, who has possessed and occupied the same to this day.

The claimant, in support of his claim, exhibited the following deed, to wit:

L'an mil huit cent quatre, le vingt-deuxième jour d'Octobre, furent présent Louis Griffard, père, et Pierre Griffard, et Gaetan Tremblé, de vendre chacun une terre: Louis Griffard, trois arpents; Pierre Griffard, trois arpents; Gaetan Tremblé, quatre arpents; tous les trois de quarante arpents de profondeur; la celle de Louis Griffard joint à François Marsac à l'est, la troisième joignant à la terre de Ignace Thibault, ouest, et située dans le haut du Marais le long de la rivière du Moulin; de Mr. Louis Tremblé, à François Marsac, pour la somme de vingt-cinq pounds, York, Louis Griffard dix pontes, Pierre Griffard sept et demi, Gaetan Tremblé sept et demi; les dits sieurs ont dit d'être contents et satisfaits, et promettent et s'obligent de faire jouir le dit François Marsac, et lui garantir de toutes dettes et hypothèques, excepté le Gouvernement. Le dit François Marsac ayant été mis en possession en présence de témoin, dit d'être content et satisfait. Les dits sieurs ayant déclaré d'être content, ont signé leurs noms, et fait leurs marques ordinaires, en présence de témoin.

PIERRE GRIFFARD,
LOUIS GRIFFARD, sa × marque.
GAETAN TREMBLE, sa × marque.

Témoin, ANTOINE LEGAIRE.

Fait et passé au Detroit, 22 Octobre, 1804.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 394; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And the Board then adjourned to Friday next, at nine in the forenoon.

FRIDAY, November 25, 1808.

The Board met at nine o'clock in the forenoon, pursuant to adjournment.

The Board reconsidered the claim of Jesse Hicks, to a right of pre-emption to a tract of land on Grosse isle, which was postponed on the 9th November.

Whereupon, Solomon McCulloch was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 26th March, 1804, the claimant was in possession and occupancy of the premises, and occupied the same till November of the same year, and that, in the year 1806, he, the deponent, saw the claimant tilling the ground.—Postponed.

No. 395. JACQUES and FRANCOIS LASSELLE.—The Board took into consideration the claim of Jacques and Francois Lasselle as grantees of André Langlois, to a tract of land, situate on the south side of river Raisins; and the notice by him filed this day was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, November 25, 1808.

Take notice that we now enter with the Commissioners of the Land Office at Detroit our claim to a tract of land situate on river Raisins, containing three arpents in front by — arpents in depth, bounded in front by river Raisins, in rear by the farms of river aux Loutres, on one side by Ambroise Langlois, and on the other side by William King. We claim and set up title by virtue of possession, occupancy, and improvements made by us, or those from whom we derive title.

J. & F. LASSELLE.

This tract contains, by estimation, — arpents, it being three arpents in front, extending in depth to the farms of Otter creek, bounded on one side by land claimed by Ambrose Langlois, and on the other side by land claimed by William King.

Whereupon, Louis Robidou was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st of July, 1796, André Langlois was in possession and occupancy of the premises, and that he always kept the farm in cultivation until he sold to the claimants, who have possessed and tenanted the same ever since to this day; twenty-five or thirty arpents are cultivated and enclosed.

The claimants, in support of their claim, exhibited the following deed, to wit:

STANTON, le 27ème Octobre, 1808.

Par devant le témoin soussigné fut présent André Langlois, dit Traversis, lequel reconnoit avoir cédé et vendu, par ces présentes, à Messrs. Jacques et Francois Lasselle, négociants au Detroit, une terre située à la rivière aux Raisins, de la contenance de trois arpents de front sur ce que se trouvera en profondeur, joignant le très quarré des terres de la rivière aux Loutres, tenant d'un côté à Ambroise Langlois, son frère, et de l'autre côté à William King, par devant à la rivière aux Raisins, et derrière à les terres de la rivière aux Loutres. Cette vente ainsy faite pour et moyennant la somme de quarante piastres, en argent, que le dit André Langlois, dit Traversis, reconnoit avoir reçu comptant, et dont il est satisfait. En foy de quoy, le dit André Langlois, dit Traversis, a signé la présente vente, de sa marque ordinaire d'un croix, après lecture faite.

ANDRE LANGLOIS, dit TRAVERDIS, sa × marque. [L. s.]

Témoin, PIERRE FELIX.

THE STATE OF OHIO, *Miamis County, ss.*

Personally came before me, the subscriber, one of the Associate Judges in and for the said county, Andrew Langlois, and acknowledged the within to be his act and deed for the purposes within mentioned.

Given under my hand and seal, the 27th day of October, 1808.

JOHN GERRARD. [L. s.]

THE STATE OF OHIO, *Miami County*, ss.

This is to certify that John Gerrard Esq. before whom the within acknowledgment is stated to have been taken, is and was at the time of the taking thereof, truly commissioned one of the Associate Judges within and for the county aforesaid, and that full faith and credit is and ought to be given to all his judicial acts.

In testimony whereof, I have hereunto set my hand, and affixed the seal of our said Court of Common Pleas, Stanton, the 27th day of October, 1808.

CORNELIUS WESTFALL, *Clerk.* [L. s.]

And thereupon it doth appear to the commissioners that the claimants are entitled to the above described tract of land, and that they have a certificate thereof, which certificate shall be No. 395; and that they cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 396. AMBROSE TRAVERSIS.—The Board took into consideration the claim of Ambrose Traversis to a tract of land, situate on the south side of river Raisins; and the notice filed by Francois Lasselle in his behalf this day, was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, November 25, 1808.

Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim to a tract of land, situate on river Raisins, of four arpents in front by the depth of the adjoining farms of one hundred arpents, more or less, bounded in front by river Raisins, on one side by lands of Jacques Jacob, and on the other side by Joseph Jobin. I claim and set up title by virtue of possession occupancy, and improvements made by me or those from whom I derive title.

FOR AMBROSE TRAVERSIS,
FRANCOIS LASSELLE.

This tract contains, by estimation, about four hundred arpents, it being four arpents in front by about one hundred arpents in depth, more or less, bounded in front by river Raisins, on one side by lands claimed by Jacques Jacob, and on the other side by lands claimed by Joseph Jobin.

Whereupon, Louis Robidou was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the claimant was in possession and occupancy of the premises, and has continued to cultivate, or cause to be cultivated, the same every year, from that time to this day; about fifteen arpents are cultivated and enclosed.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 396; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to Monday next, at nine in the forenoon.

MONDAY, November 28, 1808.

The Board met at nine o'clock in the forenoon, pursuant to adjournment.

No. 397. LOUIS ROBIDOU.—The Board took into consideration the claim of Louis Robidou to a tract of land, situate on the north side of river Raisins; and the notice by him filed on the 26th November instant, was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, November 26, 1808.

Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim to a tract of land, situate on the north side of river Raisins, on which I was living several years previous to the 1st July, 1796, and have continued to this day without any interruption, consisting of six arpents in front by one hundred in depth, bounded in front by said river Raisins, in rear by unconceded lands; above and below by lands of J. and F. Lasselle. I claim and set up title by virtue of possession, occupancy, and improvements made by me.

LOUIS ROBIDOU, his x mark.

Witness, PETER AUDRAIN.

This tract contains, by estimation, six hundred arpents, it being six arpents in front by one hundred in depth, bounded in front by river Raisins, in rear by unconceded lands, above and below by lands claimed by Jacques and Francois Lasselle.

Whereupon, Etienne Dubois was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the claimant was in possession and occupancy of the premises, and has continued so to this day without any interruption; at least forty arpents are under cultivation: a dwelling-house, barn, &c. are erected on the premises.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 397; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 398. J. and F. LASSELLE.—The Board took into consideration the claim of J. and F. Lasselle to a tract of land situate on the south side of river Raisins; and the notice by them filed this day was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, November 28, 1808.

Take notice that we now enter with the Commissioners of the Land Office at Detroit our claim to a tract of land, situate on the river Raisins, containing about three arpents in front by eighty in depth, bounded in front by said river Raisins, northwest by Samuel Egnew, and southeast by George McDougall, Esq. We claim and set up title by virtue of possession, occupancy, and improvements made by us, or those from whom we derive title.

J. & F. LASSELLE.

This tract contains, by estimation, two hundred and forty arpents, it being three arpents in front by eighty in depth, bounded in front by river Raisins, northwest by lands claimed by Samuel Egnew, and southeast by lands claimed by George McDougall, Esq.

Whereupon, Louis Robidou was brought forward as a witness in behalf of the claimants, who, being duly sworn, deposed and said, that, previous to the first of July, 1796, Louis Suzore was in possession and occupancy of the premises, and continued so until he sold to Israel Ruland, from whom the claimants have purchased, (as per deed herewith) who have possessed and tenanted the same to this day. About sixteen arpents are cultivated and enclosed; a dwelling-house, barn, &c. are erected on the premises.

The claimants, in support of their claim, exhibited a deed in the words and figures following, to wit:

TERRITOIRE DE MICHIGAN, *Distriet d'Erie*:

Par devant les témoins soussignés fut présent le Sieur Israel Ruland, orfèvre, demeurant à la rivière Raisins, dans le district d'Erie, lequel a reconnu, et par ces présentes reconnoit avoir vendu, cédé, transporté, et délaissé, dès maintenant et à toujours, promet faire jouir et garantir de tous troubles, dons, douaires, dettes, hypothèques,

évictions, aliénations, et de tout empêchement généralement quelconque, (exceptant, cependant, de la part des Etats Unis seulement,) à Messrs. Jacques et François Lasselle, négociants, demeurant dans le district du Detroit, à ce présents acceptants acquéreurs, pour eux, leurs hoirs, et ayant cause à l'avenir, une terre sise et située au sud de la rivière aux Raisins, dans le district d'Erie, et territoire de Michigan, consistant en trois arpents de front, moins quinze pieds Français, sur quatre-vingt de profondeur, bornée d'un côté, au nord-ouest, par Samuel Egnew, et de l'autre côté, au sud-est, par George McDougall, écuyer, ensemble les bâtimens susconstruits, circonstances, et dépendances, sans par le vendeur susdit en rien excepter, réserver, ny retenir, que les dits acquéreurs disent bien savoir et connoître, et dont ils sont contents et satisfaits.

Cette vente, transport, et délaissement, ainsi fait pour et moyennant la somme de quatre-vingt pounds, cours de la Nouvelle York, égale à deux cent dollars, monnaie légale des Etats Unis, que le dit vendeur reconnoît avoir reçu comptant des dits acquéreurs, lors et avant la passation des présentes, dont il les tient quittes et les décharge, ainsi que tous autres.

Au moyen de ce, le dit vendeur a de ce moment transporté, et par ces présentes transporte aux dits acquéreurs, leurs hoirs, et ayant cause à l'avenir, tous et tels droits de propriété, noms, raisons, actions, et tous autres droits, qu'il a et a pu avoir sur la ditte terre susvendue, s'en démettant et dévêtissant à leur profit; voulant et entendant qu'ils en soient mis en bonne possession et seigneurie, par qui et ainsi qu'il appartiendra en vertu des présentes.

Fait et passé à la rivière aux Raisins, dans le district d'Erie, le troisième jour d'Octobre, en l'an de notre Seigneur mil huit cent six, et le dit Israel Ruland a signé et scellé, après lecture faite.

ISRAEL RULAND. [L. s.]

Signé, scellé, et délivré, en présence de
PH. LECUYER,
JACQUES CIGOT.

TERRITOIRE DE MICHIGAN, District d'Erie:

Est personnellement comparu par devant moy, John Anderson, écuyer, un des juges assignés pour tenir la paix dans et pour le district d'Erie, dans le territoire de Michigan, Israel Ruland, le susdit vendeur, et a reconnu que la vente cy-dessus est son acte libre et volontaire, pour les raisons y mentionnées, et que, comme tel, il peut être enregistré au greffe du dit district, ou partout besoin sera. En foy de quoy, j'ai signé le présent, à la rivière aux Raisins, le 3ème jour d'Octobre, A. D. 1806.

JOHN ANDERSON, J. P.

And thereupon it doth appear to the commissioners that the claimants are entitled to the above described tract of land, and that they have a certificate thereof, which certificate shall be No. 399; and that they cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 399. J. and F. LASSELLE.—The Board took into consideration the claim of Jacques and Francois Lasselle to a tract of land, situate on the south side of river Raisins; and the notice by them filed this day was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR: DETROIT, November 28, 1805.

Take notice that we now enter with the Commissioners of the Land Office at Detroit our claim to a tract of land, situate on the south side of river Raisins, containing three arpents in front by eighty in depth, bounded in front by said river Raisins, above and below by lands claimed by us. We claim and set up title by virtue of possession, occupancy, and improvements made by us or those from whom we derive title.

J. & F. LASSELLE.

This tract contains, by estimation, two hundred and forty arpents, it being three arpents in front by eighty in depth, bounded in front by river Raisins, and above and below by lands of the claimants.

Whereupon, Louis Robidou was brought forward as a witness in behalf of the claimants, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, Etienne Robidou was in possession and occupancy of the premises, and continued so until he sold to Pierre Foucreau, who sold to Israel Ruland, from whom the claimants have purchased, (as per deed here annexed,) who has possessed and tenanted the same to this day. About twelve arpents are cultivated and enclosed: a dwelling-house and barn are erected on the premises.

The claimants, in support of their claim, exhibited a deed in the words and figures following, to wit:

TERRITOIRE DE MICHIGAN, District d'Erie:

Par devant les témoins soussignés fut présent le sieur Israel Ruland, orfèvre, demeurant à la rivière aux Raisins, dans le district de Erie, lequel a reconnu, et par ces présentes reconnoît avoir vendu, cédé, transporté, et délaissé, dès maintenant et à toujours, promet faire jouir et garantir de tous troubles, dons, douaires, dettes, hypothèques, évictions, aliénations, substitutions, et de tout empêchement généralement quelconque, (excepté seulement de la part des Etats Unis,) à Messrs. Jacques et François Lasselle, négociants, demeurant dans le district du Detroit, à ces présents acceptants acquéreurs, pour eux, leurs hoirs, et ayant cause à l'avenir, une terre sise et située au sud-ouest de la rivière aux Raisins, dans le district d'Erie, et territoire de Michigan, consistant en trois arpents de front sur quatre-vingt arpents de profondeur, joignant des deux côtés les terres des dits acquéreurs, ensemble les bâtimens susconstruits, et clôtures, &c. circonstances, et dépendances, sans par le dit vendeur en rien excepter, réserver, ny retenir, que les dits acquéreurs disent bien savoir et connoître, et dont ils sont contents et satisfaits.

Cette vente, cession, transport, et délaissement, ainsi fait pour et moyennant la somme de soixante-dix pounds, cours de la Nouvelle York, égale à cent soixante et quinze dollars, monnaie légale des Etats Unis, que le dit vendeur reconnoît avoir reçu des dits acquéreurs lors et avant la passation des présentes, dont il les tient quittes et les décharge, ainsi que tous autres.

Au moyen de ce, le dit vendeur a de ce moment transporté et par ces présentes transporte aux dits acquéreurs, leurs hoirs, et ayant cause à l'avenir, tous et tels droits de propriété, noms, raisons, actions, et tous autres droits, qu'il a et pouvoit avoir sur la ditte terre susvendue, s'en démettant et dévêtissant à leur profit, voulant et entendant qu'ils en soient mis en bonne possession et seigneurie, par qui et ainsi qu'il appartiendra en vertu des présentes.

Fait et passé à la rivière aux Raisins, dans le district d'Erie, le 3ème jour d'Octobre, en l'an de notre Seigneur mil huit cent six; et le dit Israel Ruland a signé et scellé, après lecture faite.

ISRAEL RULAND. [L. s.]

Signé, scellé, et délivré, en présence de
PH. LECUYER,
JACQUES CIGOT.

TERRITOIRE DE MICHIGAN, District d'Erie:

Est personnellement comparu par devant moy, John Anderson, écuyer, un des juges assignés pour tenir la paix dans et pour le district d'Erie, dans le territoire de Michigan, Israel Ruland, le susdit vendeur, et a reconnu que la vente cy-dessus est son acte libre et volontaire, pour les raisons y mentionnées, et que comme tel il peut être enregistré au greffe du dit district, ou partout ailleurs ou besoin sera. En foy de quoy, j'ai signé le présent.

JOHN ANDERSON, J. P.

RIVIERE RAISINS, le 3ème jour d'Octobre, 1806.

And thereupon it doth appear to the commissioners, that the claimants are entitled to the above described tract of land, and that they have a certificate thereof, which certificate shall be No. 399; and that they cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 400. J. and F. LASSELLE.—The Board took into consideration the claim of Jacques and Francois Lasselie to a tract of land, situate on the south side of river Raisins; and the notice by them filed this day was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

DETROIT, November 28, 1808.

SIR: Take notice that we now enter with the Commissioners of the Land Office at Detroit our claim to a tract of land, situate on the south side of river Raisins, containing three arpents in front by one hundred in depth, bounded in front by river Raisins, east by Israel Ruland, and west by Gabriel Godfroy. We claim by virtue of possession, occupancy, and improvements made by us and those from whom we derive title.

J. & F. LASSELLE.

This tract contains, by estimation, three hundred arpents, it being three arpents in front by one hundred in depth, bounded in front by river Raisins, in rear by unlocated lands, east by lands claimed by Israel Ruland, and west by lands claimed by Gabriel Godfroy.

Whereupon, Louis Robidou was brought forward as a witness in behalf of the claimants, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, Jean Baptiste Couture, senior, was in possession and occupancy of the premises, and continued so until he sold to his son, Jean Baptiste Couture, junior, who sold to Alexis Coquillard, from whom the claimants have purchased, (as per deed here annexed.) Ten arpents are cultivated and enclosed: a dwelling house, barn, &c. are erected on the premises.

The claimants, in support of their claim, exhibited a deed in the words and figures following, to wit:

TERRITOIRE DE MICHIGAN, District du Detroit:

Par devant les témoins soussignés fut présent Alexis Cerat, dit Coquillard, demeurant dans le district du Detroit, lequel a reconnu, et par ses présentes reconnoit avoir vendu, cédé, quitté, transporté, et délaissé, dès maintenant et à toujours, promet faire jouir et garantir de tous troubles, dons, douaires, dettes, hypothèques, évictions, aliénations, substitutions, et de tout empêchement généralement quelconque, à Messrs. Jacques et Francois Lasselie, négociants, demeurant dans le susdit district du Detroit, à ces présents acceptants acquéreurs, pour eux, ses heirs, et ayant cause à l'avenir, une terre sise et située au sud-ouest de la rivière aux Raisins, dans le district d'Erie, et territoire de Michigan, consistant en trois arpents de front sur cent arpents de profondeur, bornée par devant par la dite rivière aux Raisins, à l'est par Israel Ruland, et à l'ouest par Gabriel Godfroy, avec une maison, grange, étable, &c. ainsi qu'une islette vis-à-vis la dite terre, contenant environ quinze ou seize arpents, dépendant de la dite terre; ainsi qu'une autre petite islette plus haut, aussi dépendant de la dite terre; tel et ainsi que le tout se poursuit et comporte de toutes parts, circonstances, et dépendances, que les dits acquéreurs disent bien savoir et connoître, et dont ils sont contents et satisfaits.

Cette vente, cession, transport, et délaissement, ainsi fait pour et moyennant la somme de cent pounds, cours de la Nouvelle York, que le dit vendeur reconnoit avoir reçu comptant, lors et avant la passation des présentes, dont il les tient quittes et les décharge, ainsi que tous autres. Et au moyen de ce, le dit vendeur a transporté, et par ces présentes transporte aux dits acquéreurs, leurs heirs, et ayant cause à l'avenir, tous et tels droits de propriété, noms, raisons, actions, et tous autres droits qu'il a et pouvoit avoir sur la dite terre, s'en démettant et délaissant à leur profit, voulant et entendant qu'ils en soient mis en bonne possession et seigneurie, par qui et ainsi qu'il appartiendra en vertu des présentes.

Fait et passé au Detroit, le 17ème jour du mois de Mars, en l'an de notre Seigneur 1806; et le dit Alexis Cerat, dit Coquillard, a signé et scellé en présence des témoins, après lecture faite.

ALEXIS CERAT, dit COQUILLARD. [L. s.]

Signé, scellé, et délivré, en présence de JOSEPH GUY,
PH. LECUYER.

TERRITOIRE DE MICHIGAN, District du Detroit:

Est personnellement comparu devant moy, le soussigné, Juge à Paix du district du Detroit, et territoire de Michigan, Alexis Cerat, dit Coquillard, le susdit vendeur, lequel a reconnu que la vente cy-dessus, et de l'autre part, est son acte volontaire, pour les raisons y contenues, et que, comme tel, il peut être enregistré au greffe du district d'Erie, ou partout ailleurs ou besoin sera. En foy de quoy, j'ai signé au Detroit, le 17ème Août, A. D. 1806.

PETER AUDRAIN, J. P.

And thereupon it doth appear to the commissioners that the claimants are entitled to the above described tract of land, and that they have a certificate thereof, which certificate shall be No. 400; and that they cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

The Board reconsidered the claim of Michael Doussman, (No 332) which was postponed on the 30th of October last. The claimant, in support of his claim, exhibited a deed in the words and figures following, to wit:

This indenture, made at Michillimackinack, this 28th day of August, A. D. 1807, and of the American independence the thirty-second, between Messrs. Noel Rocheblave and Jacques Porlier, of Michillimackinack, merchants, trading under the firm of Rocheblave and Porlier, of the one part, and Michel Doussman, merchant, of Michillimackinack, of the other part; witnesseth, that the said Noel Rocheblave and Jacques Porlier, for and in consideration of the sum of three hundred dollars, current money of the United States of America, two hundred dollars of which to them, the said Noel Rocheblave and Jacques Porlier, in hand paid by the said Michel Doussman, at or before the sealing and delivery of these presents, the receipt whereof the said Noel Rocheblave and Jacques Porlier doth hereby acknowledge, and the said Michel Doussman from the same doth forever release and acquit; the remaining sum of one hundred dollars the said Michel Doussman hereby binds himself to pay, or cause to be paid, to the said Noel Rocheblave and Jacques Porlier, in the month of June next, they, the said Noel Rocheblave and Jacques Porlier, have granted, bargained, and sold, and by these presents doth grant, bargain, and sell, unto the said Michel Doussman and his heirs, forever, one certain lot of ground in the village of Michillimackinack, on the island of Michillimackinack, bounded and known as follows, to wit: bounded on one side by a street, commonly known by the name of Front street, on another side by a street commonly called the Water street, on another side by the house and concerns of Toussaint Pothier, and on the opposite side by the premises of Joseph Bailly, together with all houses, buildings, improvements, and appurtenances to the said lot appertaining, or in any wise belonging: to hold and have the said lot and its appurtenances, to him, the said Michel Doussman, his heirs, and assigns, forever, to the only proper use and behoof of him, the said Michel Doussman, and of his heirs and assigns, forever; and the said Noel Rocheblave and Jacques Porlier, for themselves and their heirs, by these presents, covenanted and agreed to and with the said Michel Doussman and his heirs, that they, the said Noel Rocheblave and Jacques Porlier, and their heirs, will forever warrant and defend unto the said Michel Doussman and his heirs the aforesaid lot of ground and appurtenances, free and clear of and from the claim or claims of all and every person or persons whatsoever, and free and clear of and from all titles, charges, and encumbrances, of any kind, excepting the claim of the United States. In testimony whereof, the said Noel Rocheblave and Jacques Porlier have hereunto set their names and affixed their seal, the day, month, and year, first above written.

For ROCHEBLAVE and PORLIER,
J. GIASSON. [L. s.]

Attest, SAMUEL ABBOTT, Not. Pub.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described lot of ground, and that he have a certificate thereof, which certificate shall be No. 332; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of ground therein contained, to be returned to the Register of the Land Office at Detroit.

No. 401. JEAN BAPTISTE. COUTURE.—The Board took into consideration the claim of Jean Baptiste Couture to a tract of land, situate on the northeast bank of Otter creek, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 291, under the date of 29th November, 1805.

This tract contains, by estimation, one hundred and sixty arpents, it being four arpents in front by forty in depth; bounded in front by Otter creek, in rear by unsettled lands, east by lands claimed by Jean Louis Bellair, and west by unsettled lands.

Whereupon, Joseph Bernard was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, on the 1st of July, 1796, Francis Dx. Belcour was in possession and occupancy of the premises, and continued so until he sold to Jacques Jacob, who sold to the claimant, who has possessed and tenanted the same to this day; that about twelve arpents are cultivated and enclosed, with a dwelling house and out-houses erected.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 401; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 402. JOSEPH ST. BERNARD.—The Board took into consideration the claim of Joseph St. Bernard to a tract of land, situate on Otter creek, which was entered by J. and F. Lasselle with the former Commissioners of the Land Office at Detroit, in vol. 1, page 234, under the date of 27th November, 1805.

This tract contains, by estimation, — arpents, it being four arpents in front and extending in depth to river aux Vases, bounded in front by Otter creek, in rear by river aux Vases, east by lands claimed by Jean Baptiste Taillon, and west by lands claimed by Joseph Chateleaux.

Whereupon, Alexander Ouattet was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that the claimant was in possession and occupancy of the premises prior to the 1st July, 1796, and has continued so to this day: about forty arpents are cultivated, with a house, barn, and orchard.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 402; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 403. CHARLES DROUILLARD.—The Board took into consideration the claim of Charles Drouillard to a tract of land, situate on Otter creek, and the notice by him filed the 28th November instant was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, November 28, 1808.

Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim to a tract of land, situate on river aux Loutres, containing two arpents in front by about forty in depth, bounded by front by Otter creek, in rear by lands of river Raisins settlement, on one side by the lands claimed by the heirs of Nicholas Drouillard, and on the other side by the lands claimed by J. and F. Lasselle. I claim and set up title by virtue of possession, occupancy, and improvement made by me.

FOR CHARLES DROUILLARD,
JOSEPH ST. BERNARD, bis x mark.

Witness, PETER AUDRAIN.

This tract contains, by estimation, about eighty arpents, it being two arpents in front by about forty in depth, is bounded in front by Otter creek, in rear by lands of river Raisins settlement, on one side by lands claimed by the heirs of Nicholas Drouillard, and on the other by lands claimed by Jacques and Francois Lasselle.

Whereupon, Joseph St. Bernard was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st of July, 1796, the claimant was in possession and occupancy of the premises, and has continued so to this day. A house and barn erected, and sixteen arpents cultivated.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 403; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to to-morrow, at nine o'clock in the forenoon.

WEDNESDAY, November 30, 1808.

The Board met at nine o'clock in the forenoon, pursuant to adjournment.

The Board reconsidered the claim of Thomson Maxwell to a tract of land situate on the south side of river Raisins, which was postponed on the 30th day of July last.

Whereupon, Joseph Huntington was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, for these five years past, he has had in charge and has cultivated the said premises for the claimant, and doth still continue so to do: about ten acres are in cultivation.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 234; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 404. ALICE KIRBY.—The Board took into consideration the claim of Alice Kirby to a tract of land, situate at Gross Point, on lake St. Clair, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 295, under the date of 29th November, 1805, as containing three arpents in front by forty in depth, (through mistake) it being five arpents in front by forty in depth, as per deed now exhibited, and recorded by the late Register in liber A, page 96.

This tract contains, by estimation, — arpents, it being five arpents and one hundred and twenty-six feet in front, by forty arpents in depth, bounded in front by lake St. Clair, in rear by unlocated lands, and on both sides by lands claimed by William Forsyth.

Whereupon, Michel Monit was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st of July, 1796, James May was in possession and occupancy of the premises, and continued so until he sold to the late James Donaldson, who possessed and tenanted the same until he died, and left the same as a legacy to the claimant, who has possessed and occupied the same to this day.

The claimant, in support of her claim, exhibited a legal copy of the will of her father, James Donaldson, deceased, from which the following is extracted:

"I give and bequeath to my daughter, Alice Kirby, my freehold farm at Gross Point," &c. which is ascertained to be the farm now claimed and under consideration.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that she have a certificate thereof, which certificate shall be No. 404; and that she cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 405. **McTAVISH FROBISHER and Co.**—The Board took into consideration the claim of McTavish Frobisher and Company, of Montreal, to a tract of land, situate on river Rouge, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 109, under the date of 18th January, 1805.

This tract contains, by estimation, one hundred and twenty arpents, it being three arpents two rods and nine feet in front, &c. the same being butted and bounded as follows, to wit: beginning at a stone boundary on the north bank of the river Rouge, opposite to Chabert's creek; then, running north 29° 30' west, three arpents two rods and nine feet, to another stone boundary; thence, north 60° 30' west, thirty-seven arpents, butting on the boundary line of Jean Baptiste Couture; thence along said line, south 29° 30' east, three arpents two rods and nine feet; thence, south 60° 30' west, twenty-seven arpents, to the place of beginning.

Whereupon, Jacob Visger, Esq. was brought forward as a witness in behalf of the claimants, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the claimants were in possession, and tenanted the premises, and have continued so to this day: about fifteen acres are cultivated.

And thereupon it doth appear to the commissioners that the claimants are entitled to the above described tract of land, and that they have a certificate thereof, which certificate shall be No. 405; and that they cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to Friday next, at nine o'clock in the forenoon.

REUBEN ATTWATER,
PETER AUDRAIN,
JAMES ABBOTT.

No. 13.

Transcript of the proceedings of the Commissioners of the Land Office at Detroit, from the 2d day of December, 1808, to the 13th day of the same month, inclusively.

FRIDAY, December 2, 1808.

The Board met at nine in the forenoon, pursuant to adjournment.

No. 406. **MELDRUM and PARK.**—The Board took into consideration the claim of Meldrum and Park to a tract of land on river St. Clair; and the notice by them filed was read in the words and figures following, to wit:

To the Commissioners of the Land Office for the territory of Michigan.

Please enter a certain tract of land, situate, lying, and being on river St. Clair, in the district of Huron, and territory of Michigan, containing thirty acres in front by twenty in depth, bounded on the north, south, and west by the claimants, and on the east by river St. Clair.

FOR MELDRUM and PARK,
GEORGE MELDRUM.

This tract contains, by estimation, six hundred acres, it being thirty acres in front by twenty in depth, bounded east by river St. Clair, west, north, and south by lands of the claimants.

Whereupon, Jean Simare was brought forward as a witness in behalf of the claimants, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the claimants possessed and occupied the premises, by their tenants, René Tremble and others, and have continued so to this day.

Ignace Krisler, another witness, being sworn, deposed and said, that himself and Jean Baptiste Deschamp have lived on the premises these eleven years, and still do live on the same, as tenants to the claimants: about twelve acres are cultivated and enclosed, a house and stables are erected on the premises.

And thereupon it doth appear to the commissioners that the claimants are entitled to the above described tract of land, and that they have a certificate thereof, which certificate shall be No. 406; and that they cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 407. **LOUIS BERNARD, dit LAJOYE.**—The Board took into consideration the claim of Louis Bernard, dit Lajoie, to a tract of land situate on river Raisins, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 261, under the date of 28th November, 1805.

This tract contains, by estimation, one hundred and thirty arpents, it being three arpents and two and a half poles in front by forty in depth, bounded in front by river Raisins, in rear by unlocated lands, south by lands claimed by Hubert Lacroix, and west by lands claimed by J. and F. Lasselle.

Whereupon, Joseph Bissonnet was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the late Jean Marie Menard was in possession and occupancy of the premises, and continued so until he died; that, after his death, Joseph Menard, his brother, took charge of the family and property; that he caused the real property to be cried three Sundays running at the church door, when he sold the tract of land (now claimed) to the claimant, as being the highest bidder, at two thousand five hundred livres, equal to four hundred and sixteen dollars; that, afterwards, the claimant married the widow, and raised her children, and has occupied the premises ever since to this day: about twenty arpents are cultivated and enclosed, with a dwelling-house, barn, stables, &c.—Postponed.

No. 408. **JOSEPH BISSONNET.**—The Board took into consideration the claim of Joseph Bissonnet to a tract of land, situate on the south side of river Raisins; and the notice by him filed this day was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, December 2, 1808.

Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim to a tract of land, situate on the south side of river Raisins, containing three arpents in front by one hundred in depth, bounded in front by river Raisins, in rear by unlocated lands, on one side by lands claimed by J. and F. Lasselle, and on the other side by lands claimed by Hubert Lacroix. I claim by virtue of possession, occupancy, and improvements made by me, or those from whom I derive title.

JOSEPH BISSONNET, his x mark.

Witness, PETER AUDRAIN.

This tract contains, by estimation, three hundred arpents, it being three arpents in front by one hundred in depth, bounded in front by river Raisins, in rear by unlocated lands, on one side by lands claimed by J. and F. Lasselle, and on the other side by lands claimed by Hubert Lacroix.

Whereupon, Israel Ruland was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the claimant was in possession and occupancy of the premises, and has continued so to this day without any interruption: about thirty arpents are cultivated and enclosed; a house, barn, and orchard bearing fruit.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 408; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 409. **JOSEPH BISSONNET.**—The Board took into consideration the claim of Joseph Bissonnet to a tract of land, situate on the south side of river Raisins; and the notice by him filed this day was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR: Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim to a tract of land, situate, lying, and being on the south side of river Raisins, containing four arpents in front by one hundred in depth, bounded in front by river Raisins, in rear by unlocated lands, on one side by J. and F. Lasselle, and on the other side by Hyacinth Lajoie. I claim by virtue of possession, occupancy, and improvements made by me or those from whom I derive title.

DETROIT, December 2, 1808.

JOSEPH BISSONET, his x mark.

Witness, PETER AUDRAIN.

This tract contains, by estimation, four hundred arpents, it being four arpents in front by one hundred in depth, bounded in front by river Raisins, in rear by unlocated lands, on one side by lands claimed by J. and F. Lasselle, and on the other side by lands claimed by Hyacinth Lajoie.

Whereupon, Antoine Boulard was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, John Askin was in possession and occupancy of the premises, and continued so until he sold to Paschal Reaume, from whom the claimant purchased eight years ago, and has cultivated the same to this day: about sixteen arpents are cultivated and enclosed.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 409; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 410. THE LEGAL HEIRS OF RENE CLOUTIER, deceased.—The Board took into consideration the claim of the legal heirs of René Cloutier, deceased, to a tract of land, situate on the north side of river Raisins; and the notice filed by Louis Robidou in their behalf was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR: DETROIT, November 26, 1808.

Take notice that we, the widow and heirs of the late René Cloutier, deceased, now enter with the Commissioners of the Land Office at Detroit our claim to a tract of land, situate, lying, and being on the north side of river Raisins, consisting of three arpents in front by the same depth as the adjoining farms, bounded in front by unconceded lands, below by lands claimed by J. and F. Lasselle, and above by Pierre Cloutier. We claim and set up title by virtue of possession, occupancy, and improvements began previous to the 1st July, 1796.

LOUIS ROBIDOU, his x mark,
For the Widow and Heirs.

Witness, PETER AUDRAIN.

This tract contains, by estimation, three hundred and sixty arpents, it being three arpents in front by one hundred and twenty in depth, bounded in front by river Raisins, in rear by unconceded lands, below by lands claimed by J. and F. Lasselle, and above by lands claimed by Pierre Cloutier.

Whereupon, Louis Bernard, dit Lajoie, was brought forward as a witness in behalf of the claimants, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the late René Cloutier, deceased, was in possession and occupancy of the premises, and continued so until he died; since which time, the widow and heirs have tenanted the same every year to this day: about twenty-five or thirty arpents are cultivated and enclosed.

And thereupon it doth appear to the commissioners that the claimants are entitled to the above described tract of land, and that they have a certificate thereof, which certificate shall be No. 410; and that they cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 411. LOUIS PIERRE LE CLERC.—The Board took into consideration the claim of Louis Pierre Le Clerc to a tract of land, situate on the south side of river Raisins; and the notice by him filed the 30th August last was read in the words and figures following, to wit:

To PETER AUDRAIN, Esq. Register of the Land Office at Detroit.

SIR: RIVER AUX RAISINS, August 30, 1808.

Please to take notice that I now make entry in your office of the following tract of land, situate on the south side of the river aux Raisins, butted and bounded as described by the deed hereunto annexed.

LOUIS PIERRE LE CLERC.

This tract contains, by estimation, four hundred and eighty arpents, it being four arpents and some chains in front by one hundred and twenty arpents in depth, bounded in front by river Raisins, in rear by unconceded lands, east by lands claimed by Antoine Robert, and west by lands claimed by Israel Ruland.

Whereupon, Louis Bernard, dit Lajoie, was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, Nicholas Drouillard was in possession and occupancy of the premises, and continued so until he sold to the late Robert Irwin, who possessed and occupied the same until he died; since which time, the widow has occupied the premises, and has married Ethan Baldwin, from whom the claimant has purchased, (as per deed herewith,) and has occupied the same to this day. The late Robert Irwin died without children. About twenty arpents are cultivated and enclosed; there is a dwelling-house, a barn, and a bearing orchard.

The claimant, in support of his claim, exhibited a deed in the words and figures following, to wit:

Know all men by these presents, that we, Ethan Baldwin and Sarah Baldwin, both of the river Raisins, for and in consideration of the sum of six hundred and fifty dollars, to us in hand paid, the receipt of which we do hereby acknowledge, have granted, bargained, and sold, and also conveyed, and do by these presents convey and confirm to Peter Le Clerc, his heirs, executors, and assigns, forever, a certain tract or parcel of land, bounded on the east by Antoine Robert's line, on the north by the river Raisins, and on the west by lands of Israel Ruland, being four arpents and some chains in front, and extending back from the river one hundred and twenty arpents: to have and to hold the said granted premises, with all the appurtenances and privileges thereof, or in anywise appertaining, to him, the said Le Clerc, his heirs and assigns, forever. We do warrant the aforesaid premises and demises, with all and singular the appurtenances, to him, the said Le Clerc, his heirs and assigns, forever, to have and to hold, confirm, and enjoy, for his or their own personal use and advantage, free and clear of all bonds, mortgages, claims, quit-rents, executions, or incumbrances, that may in any way tend to obstruct or make void this present deed.

Furthermore, we, the said E. Baldwin and S. Baldwin, for ourselves, our heirs and assigns, do covenant and engage the above demised premises to him, the said Le Clerc, his heirs, and assigns, against all lawful claims or demands, of whatever name or nature, (the United States excepted,) forever hereafter to warrant, secure, and defend by these presents.

ETHAN BALDWIN. [L. S.]
SARAH BALDWIN. [L. S.]

Signed, sealed, and delivered, in presence of us,

DAVID HULL,
CLAUDIUS BERTHELOT,
MOSES MORSE.

RIVER RAISINS, *February 25, A. D. 1808.*TERRITORY OF MICHIGAN, *District of Erie.*

Personally appeared before me, Moses Morse, one of the justices assigned to keep the peace in and for said district, Ethan Baldwin and Sarah Baldwin, and acknowledged the above deed of conveyance to be their own voluntary act and deed.

MOSES MORSE.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 411; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

The Board reconsidered the claim of the widow and heirs of John Rhodes, deceased, (No. 235,) which was postponed on the 13th July last.

Whereupon, Medard Labadi was brought forward as a witness in behalf of the claimants, who, being duly sworn, deposed and said, that, previous to the 1st day of July, 1796, Francois Gauden was in possession and occupancy of the premises, that he sold to Israel Ruland, who sold to Sol. Sibley, who sold to the late John Rhodes, deceased.

And thereupon it doth appear to the commissioners that the claimants are entitled to the above described tract of land, and that they have a certificate thereof, which certificate shall be No. 235; and that they cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 412. SOLOMON SIBLEY.—The Board took into consideration the claim of Solomon Sibley, Esq. to a tract of land, situate on river Raisins; and the notice by him filed the 2d day of July last was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, *July 2, 1808.*

I hereby give notice of claim, and make entry of a certain tract of land, situate upon the north side of river Raisins, in said district of Detroit, containing three hundred acres, being three acres in front on said river, and extending back one hundred acres, (excepting thereout and therefrom one hundred and fifty acres, part and parcel of said three hundred acres by me sold to John Rhodes, late of the river Raisins, deceased, and conveyed by deed being dated the 6th of April, 1801, being the front part of said tract,) and bounded in front by said lands conveyed to said Rhodes, in rear by unconceded lands, on one side by lands lately claimed by George Sharp, deceased, on the other side by lands claimed by Richard Pollard; makes claim by deed of bargain and sale of Israel Ruland to claimant, dated the 11th day of December, 1798; also makes claim by virtue of possession and occupancy, &c.

SOL. SIBLEY.

This tract contains one hundred and fifty acres, it being three acres in front by fifty in depth, bounded in front by the rear of the lands claimed by John Rhodes's heirs, and in rear by unconceded lands, on one side by lands claimed by George Sharp, and on the other side by lands claimed by Richard Pollard.

The claimant relies on the testimony given respecting the claims of the widow and heirs of John Rhodes, deceased; this claim being the back part of the tract claimed by them.—Postponed.

No. 413. SAMUEL EGNEW.—The Board took into consideration the claim of Samuel Egnew to a tract of land, situate on the south side of the river Raisins; and the notice by him filed the 28th of October last was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, *October 27, 1808.*

Please to take notice that I claim title to a tract of land in the district of Detroit, situate, lying, and being on the south side of the river Raisins, containing, by estimation, forty arpents, it being one arpent in width by forty arpents in depth, bounded in front by said river, and in the rear by unlocated lands; on the upper part by lands of Jacques Lasselle, extending, down said river one acre, French measure, to the lands of the said Jacques Lasselle; thence, southerly, along said Lasselle's line, so as to include the orchard, and extending back, along said line, forty arpents, or French acres; thence, a westerly course, one arpent or French acre, to said Lasselle's line; thence, a northerly course, along said line, to the place of beginning, being forty arpents, or French acres, more or less. I claim title by virtue of possession, occupancy, and improvements made by me or those from whom I derive title.

SAML. EGNEW.

This tract contains, by estimation, forty arpents, it being one arpent in front by forty in depth, and bounded as in the above notice.

Whereupon, Medard Labadi was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st of July, 1796, Louis Suzore was in possession and occupancy of the premises, and continued so until he sold to Israel Ruland, who sold to Alexander Ewings, Jun. from whom the claimant has purchased, as per deed here annexed to be recorded; and that the claimant has occupied or tenanted the same to this day. The claimant, in support of his claim, exhibited a deed in the words and figures following, to wit:

This indenture, made the 14th day of July, in the year of our Lord 1806, between Alexander Ewings, Jun. of the one part, and Samuel Egnew, of the other part, witnesseth: that the said Alexander Ewings, Jun. for and in consideration of the sum of one hundred and twelve dollars and fifty cents, lawful money of the United States, to him in hand paid by the said Samuel Egnew, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and released, and by these presents doth grant, bargain, sell, and release, and quit claim unto the said Samuel Egnew, his heirs and assigns, forever, all and singular the following lot of land, viz: situate and lying on the river Raisins, in the district of Erie, and territory of the United States, (Michigan) being on the southerly side of the said river Raisins, bounded on the upper side by lands of Jacques Lasselle, and extending down the said river one acre, French measure, to the lands of said Jacques Lasselle; thence, a southerly course, along said Lasselle's line, so as to include the orchard, and extending back along said line, forty arpents, or the usual depth of the other lot; thence, a westerly course, one arpent, to said Lasselle's line; thence, a northerly course, along said line, to the place of beginning, being forty arpents, more or less; together with all and singular the hereditaments and appurtenances thereunto belonging: to have and to hold the above mentioned piece or parcel of land to him, his heirs and assigns, forever. It is expressly agreed on by the parties, that, if the front, measured so as to include the orchard, doth exceed one arpent, said Egnew is to pay such excess, at the same rate or proportion as he pays for the residue of said lot included in this deed; and the said Ewings, for himself, his heirs, and assigns, doth warrant and defend against all other claims, except the Government of the United States. In testimony whereof, he has set his hand, and affixed his seal, the day, month, and year first above written.

ALEX. EWINGS, Jun. [L. s.]

Sealed, signed, and delivered, in presence of
 ICHABOD LEACH,
 GILES BARNES.

RIVER RAISINS, *May 20, 1807.*

I hereby certify that the above named Alexander Ewings acknowledged the above to be his hand and seal.

JOHN ANDERSON, *J. P.*

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 413; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 414. DANIEL MULHOLAND.—The Board took into consideration the claim of Daniel Mulholand, as grantee of Samuel Egnew, to a tract of land, situate on the south side of river Raisins; and the notice filed this day was read in the words and figures following, to wit:

SIR:

To the Register of the Land Office at Detroit.

DETROIT, December 3, 1808.

Please take notice that I claim title to a tract of land in the district of Detroit, situate, lying, and being on the south side of river Raisins, containing, by estimation, one hundred and forty arpents, it being three and a half arpents in front by forty in depth; bounded in front by said river Raisins, in rear by unlocated lands, on the west by lands claimed by Jacques and Francois Lasselle, and on the east by lands of Samuel Egnew. I claim title to the aforesaid tract of land, by virtue of possession, occupancy, and improvements made by me previous to 1796, or those from whom I derive title, which improvements have been continued to this day.

FOR DANIEL MULHOLAND,
SAMUEL EGNEW.

This tract contains, by estimation, one hundred and forty arpents, it being three and a half by forty, bounded in front by river Raisins, in rear by unlocated lands, west by lands of Jacques and Francois Lasselle, and east by lands of Samuel Egnew.

Whereupon, Medard Labadi was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, Batiste Bourdeaux was in possession and occupancy of the premises, and continued so until he sold to Antoine Guy, who sold to George McDougall, who sold to Samuel Egnew, from whom the claimant has purchased, who has possessed and occupied the same to this day; about ten arpents are cultivated and enclosed.

The claimant, in support of his claim, exhibited two deeds in the words and figures following, to wit:

TERRITORY OF MICHIGAN, to wit:

An indenture of assignment made and concluded the eighteenth day of February, in the year of our Lord one thousand eight hundred and seven, by and between George McDougall, Esq. on the one part, and Samuel Egnew of river Raisins, distiller, in said territory of Michigan, on the other part. Witnesseth,

That, whereas the said George McDougall purchased from John Askin, Sen., agent for Isaac Todd and James McGill, of Montreal, in Lower Canada, a farm of three acres in front by forty acres in depth, French measure, with certain reservations contained, as per deed of bargain and sale herewith, dated the 15th day of May, A. D. 1799, for the consideration therein contained, as is registered in the records of Wayne county, book No. 1, pages 355, 356, and 357, reference being had thereto, and also received in exchange from Meldrum and Park another farm adjoining the above tract, per deed also herewith, from Joseph Lenfant, Sen. to them, the said Meldrum and Park, and by the latter endorsed over to the said George McDougall, of four acres in front by forty in depth, more or less, of the like French measure, as is also registered in said records, book No. 1, page 362, reference being also had thereto, which farms have been ever since in the quiet and peaceable possession and enjoyment of him the said George McDougall, who has notified and recorded the same in the United States' Land Office at Detroit, and are situated on the southerly side of said river Raisins, in the district of Erie, and territory of Michigan aforesaid, and bounded as follows, to wit: northerly by said river Raisins, easterly by a farm belonging to Forsyth, Richardson, and Co. of Montreal, now occupied by Alexander Ewings, Jun. and westerly by a lot of land whereon the said Samuel Egnew now has a distillery. Now this indenture witnesseth, that the said George McDougall, for and in consideration of two hundred and fifty gallons of whiskey, to be paid by the said Samuel Egnew to the said George McDougall, agreeably to two promissory notes of hand bearing even date with these presents, the receipt of which promissory notes of hand the said George McDougall doth hereby acknowledge, has granted, bargained, assigned, transferred and set over, and by these presents doth grant, bargain, assign, transfer, and set over, to the said Samuel Egnew, his executors, administrators, and assigns, all the estate, right, title, interest, property, claim, and demand whatsoever of him, the said George McDougall, acquired as aforesaid, of, in, and to the same, or of, in, or to any part or parcel thereof, (but without an express warranty on the part of the said George McDougall, as the Government of the United States' pre-emption right is not yet settled on any of the lands in the district of Erie:) To have and to hold the said described premises above mentioned, and hereby assigned, and every part and parcel thereof, with the appurtenances, unto the said Samuel Egnew, his executors, administrators, and assigns, in as full, large, and ample manner, to all intent and purposes, as he, the said George McDougall, his executors, administrators, or assigns, might, should, or ought to have, hold, and enjoy the same, by virtue of the said in part recited deeds of purchase and exchange, or by any other way or means whatsoever. In witness whereof, they have interchangeably set their hands and seals, the day and year first above written.

GEORGE McDOUGALL, [L. s.]
SAMUEL EGNEW. [L. s.]

Signed, sealed, and delivered, in presence of
JACOB VISGER,
DAVID MORRISON.

Memorandum at Detroit, the 25th day of October, 1808.

I acknowledge to have received satisfaction from Samuel Egnew aforesaid, for two hundred and fifty gallons of whiskey, mentioned in the foregoing assignment, agreeably to receipts on the two promissory notes before mentioned.

GEORGE McDOUGALL.

TERRITORY OF MICHIGAN, *District of Erie:*

Know all men by these presents, that I, Samuel Egnew, of the river Raisins, in the district of Erie, and territory of Michigan, for and in consideration of two hundred dollars, lawful money of the United States, to me in hand paid by Daniel Mulholand of the said place, the receipt whereof I do hereby acknowledge, have sold, granted, bargained, aliened, and confirmed, and by these presents do sell, grant, bargain, alien, and confirm, unto the said Daniel Mulholand, all my right, title, claim, and interest in and to a certain farm, lot, tract, or parcel of land, situated, lying, and being on the south side of said river Raisins, and bounded as follows, to wit: Northerly and front by said river Raisins, on the westerly side by lands claimed by Messrs. Jacques and Francois Lasselle, in rear by vacant lands, and on the easterly side by other lands belonging to me, the said Samuel Egnew, consisting of or containing three and a half arpents in front, and running one hundred and twenty arpents in rear, be the same more or less: To have and to hold the said farm, lot, tract, or parcel of land, with the house, out houses, barn, stables, and other improvements, and all and singular of the appurtenances and privileges, to the same in any ways belonging to him the said Daniel Mulholand, his heirs, executors, administrators, or assigns, forever. And I, the said Samuel Egnew, for myself, my heirs, executors, and administrators, do by these presents warrant and forever defend the said premises against the claim of myself, my heirs, executors, administrators, or assigns, and against the claim or claims of all and every other person or persons, the claim of the Government of the United States of America only excepted.

In testimony whereof, I have hereunto subscribed my name, and affixed my seal, at river Raisins aforesaid, this twenty-eighth day of November, one thousand eight hundred and eight.

SAMUEL EGNEW. [L. s.]

Signed, sealed, and delivered, in the presence of

CHRISTOPHER TUTTLE,
JOHN BURBANK.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 414; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

NO. 415. ETIENNE TUOT.—The Board took into consideration the claim of Etienne Tuot to a tract of land, situate on the south side of la Grande Coulée, a small creek south of river Raisins, which was entered with the former Commissioners of the Land Office at Detroit, in volume 1, page 348, under the date of the 30th November, 1805.

This tract contains, by estimation, — arpents, it being four arpents two perches in front by twenty-five in depth, bounded in front on said creek, east by a line dividing said farm and the farm of Medard Labadi, west by a line dividing said farm and the farm of Joseph Robert, running south twenty degrees west by magnet, twenty-five acres.

Whereupon, Louis Couture was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that he, the deponent, was in possession and occupancy of the premises on the 1st July, 1796; that he remained on the same six years, and then ceded his improvements to the claimant, who has occupied and cultivated the same to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 415; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

NO. 416. JOSEPH TUOT.—The Board took into consideration the claim of Joseph Tuot to a tract of land, situate on the south side of the Grande Coulée, near river Raisins, which was entered with the former Commissioners of the Land Office at Detroit, in volume 1, page 347, under the date of 30th November, 1805.

This tract contains, by estimation, — arpents, it being four arpents eleven chains two perches in front by twenty-five in depth, bounded in front by said creek, on the east by the lands of Medard Labadi, and west by lands of Hyacinte Leduc.

Whereupon, Antoine Guy was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, he, the deponent, was in possession and occupancy of the premises, and had built a house thereon; that he remained thereon two years afterwards, and then ceded his improvements to the claimant, who has occupied and cultivated the same to this day; twenty arpents are cultivated, &c.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 416; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

NO. 417. PIERRE FOUCREAU.—The Board took into consideration the claim of Pierre Foucreau to a tract of land, situate on the south side of la Grande Coulée, near river Raisins, which was entered with the former Commissioners of the Land Office at Detroit, in volume 1, page 290, under the date of 29th of November, 1805.

This tract contains, by estimation, fifty arpents, it being two arpents in front by twenty-five in depth, bounded in front by said Coulée, in rear by lands claimed by Claude Couture, east by lands claimed by Gabriel Lapointe, and west by lands claimed by Louis Bourdeaux.

Whereupon, Claude Couture was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, Francois Laplante was in possession and occupancy of the premises, and continued so until he ceded his improvements to Louis Bourdeaux, who sold to the claimant, who has occupied and cultivated the same to this day. Thirty arpents are in cultivation and under fence, with a house, barn, stables, &c.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 417; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

NO. 418. GABRIEL ODET.—The Board took into consideration the claim of Gabriel Odet to a tract of land, situate on the south side of la Grande Coulée, near river Raisins, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 286, under the date of 29th November, 1805.

This tract contains, by estimation, one hundred arpents, it being four arpents in front by twenty-five in depth, bounded in front by said Coulée, in rear by Otter creek farms, east by lands claimed by Medard Couture, and west by lands claimed by Louison Missec.

Whereupon, Claude Couture was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the claimant was in possession and occupancy of the premises, and has continued so to this day. About ten arpents are in cultivation and under fence, with a dwelling-house, &c.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 418; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

NO. 419. ALEXIS SOLO.—The Board took into consideration the claim of Alexis Solo to a tract of land, situate at Grande Coulée, near river Raisins, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 281, under the date of 29th November, 1805.

This tract contains, by estimation, seventy-five arpents, it being three arpents in front by twenty-five in depth, bounded in front by said Coulée, in rear by lands claimed by Claude Couture, east by lands claimed by Louis Bourdeaux, and west by lands claimed by Medard Labadi.

Whereupon, Claude Couture was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, Medard Couture was in possession and occupancy of the premises, and continued so until he sold to Antoine Guy, who sold to the deponent, who sold to Pierre Bourdeaux, who sold to John Anderson, Esq. from whom the claimant has purchased, and has occupied the same to this day. Twenty-five or thirty arpents are in cultivation, with a dwelling-house, barn, stables, and an orchard.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 419; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

NO. 420. HYACINTE BERNARD, dit LAJOYE.—The Board took into consideration the claim of Hyacinte Bernard, dit Lajoie, to a tract of land, situate on the south side of river Raisins, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 373, under the date of 4th December, 1805.

This tract contains, by estimation, one hundred and eighty acres, it being four and a half acres in front by forty in depth, bounded in front by river Raisins, in rear by unlocated lands, east by lands claimed by Simon Jacob, and west by lands claimed by Colonel Francis Chabert.

Whereupon, Antoine Boulard was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, Jacques Jacob was in possession and occupancy of the premises, and continued so until he sold to the claimant, who has occupied and cultivated the same to this day. Ten or twelve arpents are cultivated, with a house, stables, &c.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 420; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 421. HUBERT LA CROIX.—The Board took into consideration the claim of Hubert La Croix, as grantee of Alexis Laurengé, administrator of Jean Charett, to a tract of land, situate on the north side of river Raisins, which was entered by Alexis Laurengé with the former Commissioners of the Land Office at Detroit, in vol. 1, page 332, under the date of 30th November, 1805.

This tract contains, by estimation, one hundred and twenty arpents, it being three arpents in front by forty in depth, bounded in front by river Raisins, in rear by unconceded lands, on one side by lands claimed by William Griffith, and on the other side by lands claimed by Francis Baron, dit Cattin.

Whereupon, Antoine Boulard was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the late Jean Charett was in possession and occupancy of the premises, and continued so until he died, since which time, Alexis Laurengé, administrator to the estate of said Charett, has sold it to the claimant, who has possessed and tenanted the same to this day. Eight arpents are cultivated and enclosed.

The claimant, in support of his claim, exhibited a deed in the words and figures following, to wit:

DETROIT:

Par devant François Denuisieux Bellcour, notaire au Detroit, y résidant, et témoins soussignés, fut présent le nommé Charles Lariole, dit Monforton, lequel reconnoit par ces présentes avoir vendu, cédé, quitté, transporté, et délaissé, dès maintenant et à toujours, avec garantie de toutes dettes, hypothèques, évictions, aliénations, quelconques, au sieur Jean Charett, commerçant, demeurant dans la paroisse de St. Antoine, de la rivière aux Raisins, à ce présent et acceptant acquéreur, pour lui, ses hoirs, et ayant cause à l'avenir, une terre de trois arpents de front sur la profondeur des autres terres voisines, sise au nord de la dite rivière aux Raisins, prenant par devant au bord d'icelle, bornée du côté d'en haut au sieur Porlier Benac, et du côté d'en bas à Louis Robidou, et par derrière à les terres non occupées, ensemble une petite maison, qui est tiré sur la place; tel et ainsy que le tout se poursuit et comporte de toutes parts, circonstances, et dépendances, que le dit acquéreur dit avoir vu et visité, et dont il est content et satisfait.

Cette vente, cession, transport, et délaissement, ainsy fait pour et moyennant la somme de dix-huit pounds, cours de Nouvelle York, sur laquelle somme le dit vendeur reconnoit avoir reçu celle de dix pounds, avant la passation des présentes, dont il est content, en tient quittance et décharge le dit acquéreur et tous autres. Et les huit pounds, pour parfait payement, le dit Jean Charett promet et s'oblige les payer au dit vendeur, ou à son ordre, dans le cour du mois de Septembre prochain. Au moyen de ce, le dit vendeur a de ce moment transporté, et transporte au dit acquéreur, ses hoirs, et ayant cause à l'avenir, tous et tels droits de propriété qu'il a et pouvoit avoir sur la dite terre, pour l'avoir eue des sauvages Pattawatamies, par donaison du 3 de Mai, de l'année courante, qu'il a remis au dit acquéreur; voulant et entendant qu'il en soit mis en bonne possession et seigneur, par qui et ainsy qu'il appartiendra, en vertu des présentes. Car ainsy sont convenies les parties de bonne foy, promettant, &c. obligant, &c. Fait et passé au dit Detroit, en l'étude du dit notaire, le vingt-sixième jour de May, l'an 1796; et les parties, ayant déclaré ne savoir signer de cet enquis, ont fait leurs marques ordinaires, et scellé après lecture faite, suivant l'ordonnance, présence des nommés Jean Lemay et Baptiste Lemay, fils, qui, ayant aussi déclaré ne savoir signer, ont fait leurs marques ordinaires à l'original.

CHARLES LARIOLE, sa + marque.
JEAN CHARETT, sa + marque.

En présence de

FRS. DX. BELLCOUR, Not. Pub.

Je certifie que la présente terre mentionnée dans le présent contrat appartient à Mr. Hubert La Croix, pour lui avoir été adjugée par encan public; c'est pourquoi je lui ai transporté, et transporte le présent contrat, à la rivière aux Raisins, ce 18 de Février, 1807.

ALEXIS LAURENGÉ,
Administrateur de défunt Jean Charet.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 421; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 422. PIERRE BRANCHAU, Sen.—The Board took into consideration the claim of Pierre Branchau, Sen. to a tract of land, situate at Plaisance, near river Raisins, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 284, under the date of 29th November, 1805.

This tract contains, by estimation, one hundred and twenty arpents, it being eight arpents in front by fifteen in depth, bounded in front by la Grande Coulée, in rear by the marais and springs towards river Raisins, east by a marais towards lake Erie, and west by lands claimed by Pierre Branchau, Jun.

Whereupon, Claude Couture was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the claimant possessed and cultivated the premises, and has continued so to this day; that, about six or eight years ago, he built a house and barn. About twenty-five arpents are cultivated.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 422; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 423. PIERRE BRANCHAU, Jun.—The Board took into consideration the claim of Pierre Branchau, Jun. to a tract of land, situate at Plaisance, near river Raisins, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 282, under the date of 29th November, 1805.

This tract contains, by estimation, one hundred and twenty arpents, it being six arpents in front by twenty in depth, bounded in front by Grande Coulée, in rear by the farm of Isidore Navarre, east by lands claimed by Pierre Branchau, Sen., and west by lands claimed by Jean Baptiste Reaume.

Whereupon, Claude Couture was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the claimant possessed and cultivated the premises, and has continued so to this day. Twenty arpents are in cultivation, with a dwelling-house, barn, and stables.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 423; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 424. **LOUIS BOURDEAUX.**—The Board took into consideration the claim of Louis Bourdeaux to a tract of land, situate at Plaisance, near river Raisins, which was entered with the former Commissioners of the Land Office at Detroit, in volume 1, page 289, under the date of 29th November, 1805.

This tract contains, by estimation, fifty arpents, it being two arpents in front by twenty-five in depth, bounded in front by la Grande Coulée, in rear by Claude Couture's farm, east by lands claimed by Pierre Foucreau, and west by lands claimed by Alexis Solo.

Whereupon, Claude Couture was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, Francis Laplaute was in possession and occupancy of the premises, and continued so until he sold to the claimant eight years ago, who has occupied and cultivated the same to this day: fifteen arpents are cultivated, a house, barn, and stables are erected on the premises.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 424; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 425. **SAMUEL EGNEW.**—The Board took into consideration the claim of Samuel Egnew to a tract of land, situate on the south side of river Raisins; and the notice by him filed this day was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, December 3, 1808.

Please take notice that I claim title to a tract of land in the district of Detroit, situate, lying, and being on the south side of river Raisins, containing, by estimation, — arpents, it being three and a half arpents in front by forty in depth, to the exception of a mill seat situate thereon, with about twelve acres of land claimed by Todd, McGill, & Co., provided the said mill seat should be found thereon; this tract of three and a half arpents by forty is bounded in front by said river Raisins, in rear by unlocated lands, on the west by lands of Daniel Mulholland, and on the east by lands claimed by Colonel Anderson. I claim title by virtue of possession, occupancy, and improvements made thereon previous to 1796, and continued to this day.

SAMUEL EGNEW.

This tract contains, by estimation, — arpents, it being three and a half arpents in front by forty in depth, with an exception, as in the notice, bounded in front by river Raisins, in rear by unlocated lands, west by lands claimed by Daniel Mulholland, and east by lands claimed by Colonel John Anderson.

Whereupon, Michael Labadi was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, Louis Gaillard was in possession and occupancy of the premises, and continued so until he sold to John Askin, who sold to George McDougall, as per deed recorded in the claim of Daniel Mulholland, who has purchased half of the whole tract of this claimant. The deponent further saith that the premises have been constantly cultivated: about twelve arpents are in cultivation.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 425; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 426. **JAMES MAY, Esq.**—The Board took into consideration the claim of James May, Esq. to a tract of land situate at L'ance creuse, on lake St. Clair, and the notice by him filed yesterday was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit, &c.

TERRITORY OF MICHIGAN, viz.

DETROIT, December 2, 1808.

Notice is hereby given that I set up title and claim to a certain tract of land, situate at L'ance creuse, containing four acres in front by forty acres in depth, bounded on the northeast side by ——— Dubai, Jun., and on the southwest side by ——— Dubai, Sen. by virtue of a deed and improvements made thereon.

JAMES MAY.

This tract contains, by estimation, one hundred and sixty acres, it being four acres in front by forty in depth, bounded in front by lake St. Clair, in rear by unconceded lands, northeast by ——— Dubai, Jun., and southwest by ——— Dubai, Sen.

Whereupon, Simon Landry was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, nobody lived on the premises previous to the 1st July, 1796: that one Cochois had cleared some part of the premises about seventeen years ago; that the land remained uncultivated until about eight years ago, when the deponent went and lived on the premises, where he has remained since to this day, as tenant to the claimant.—Postponed.

No. 427. **ANTOINE BERNARD, dit LAFONTAINE.**—The Board took into consideration the claim of Antoine Bernard, dit Lafontaine, to a tract of land, situate on Otter creek, which was entered with the former Commissioners at Detroit, in volume 1, page 273, under the date of 29th November, 1805.

This tract contains, by estimation, one hundred and fifty arpents, it being six arpents in front by twenty-five in depth, bounded in front by Otter creek, in rear by the farm of Medard Couture, east by lands of the late Joseph Hyrage, now claimed by Jacques Lasselle.

Whereupon, Antoine Guy was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, Francois Paul was in possession and occupancy of the premises, and continued so until he sold to the claimant, who has ever since possessed and cultivated the same: about twenty arpents are cultivated; a house and barn are thereon erected.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 427; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 428. **GEORGE McDUGALL and ISRAEL RULAND.**—The Board took into consideration the claim of George McDougall and Israel Ruland to a tract of land, situate on the north side of river Raisins; and the notice by them filed this day was read in the words and figures following, to wit:

To the Register of the Land Office for the District of Detroit.

SIR:

DETROIT, December 3, 1808.

Please take notice that we lay claim to a tract of land in the territory of Michigan, situate, lying, and being on the north side of river Raisins, of seven arpents in front by eighty acres in depth, bounded in front by said river Raisins, in rear by unlocated lands, on the east by Rachel Knaggs, and on the west by Giles Barns, which said tract we hold and claim by virtue of two deeds of purchase, viz: one from Joseph Chene to said Israel Ruland, dated at Detroit the 26th July, 1796, the other from Amable Bellair to the said George McDougall, dated river Raisins, 10th November, 1798, recorded and taken up by the late commissioners on the 26th February, 1805, book —, pages 224 and 225, and also by virtue of the uninterrupted possession and improvements on the aforesaid tract prior to 1796.

GEO. McDUGALL,
ISRAEL RULAND.

This tract contains, by estimation, five hundred and sixty acres, being seven acres in front by eighty acres in depth, bounded in front by river Raisins, in rear by unlocated lands, east by lands claimed by Rachel Knaggs, and west by lands claimed by Giles Barnes.

Whereupon, Antoine Boulard was brought forward as a witness in behalf of the claimants, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, Amable Bellair was in possession and occupancy of three arpents in front, and continued so until he sold to George McDougall; that Joseph Chene, dit Flacon, was in possession of the other four arpents, until he sold to Israel Ruland; that there has been no cultivation on the premises these six years: the house was burned two years ago.

The claimants, in support of their claim, exhibited a deed in the words and figures following, to wit: (See liber B, folio 74, of the former commissioners.)—Postponed.

No. 429. GILES BARNES.—The Board took into consideration the claim of Giles Barnes to a tract of land, situate on the north side of river Raisins; and the notice filed this day by Israel Ruland, in his behalf, was read in the words and figures following, to wit:

To the Register of the United States' Land Office for the District of Detroit.

SIR:

DETROIT, December 3, 1808.

Take notice that I claim title to a certain tract, piece, or parcel of land, being and lying on the north side of river Raisins, bounded as follows: on the north side by river aux Raisins, west by William Knaggs, and east by land which is now, or lately was, the property of Israel Ruland, being three acres in front by one hundred and twenty in depth, French measure, by virtue of an assignment from George McDougall to James Powers, and from him, to me for deeds numbered A and B, herewith left to be recorded.

FOR GILES BARNES,

ISRAEL RULAND.

This tract contains, by estimation, three hundred and sixty arpents, being three arpents in front by one hundred and twenty in depth, bounded in front by river Raisins, in rear by ———, west by lands claimed by William Knaggs, and east by lands claimed by Israel Ruland.

Whereupon, Antoine Boulard was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, Amable Bellair cultivated the premises, and continued about five years, and that this tract has not been cultivated these five or six years; the above two tracts are under the same enclosure.

The claimant, in support of his claim, exhibited two deeds in the words and figures following, to wit:

En présence de témoin, et sous ma marque ordinaire, moi, Bazil Cousinau, reconnois et confesse avoir vendu au Sieur Israel Ruland, une terre sise et située au nord de la rivière aux Raisins, en haut de la ditte rivière, tenant au ouest à Sieur Charles Reaume, et à l'est aussi au Sieur Charles Reaume, d'environ trois arpents et demi, plus ou moins, sur la profondeur ordinaire, tel qu'elle se poursuit et comporte, tant au prairie qu'en bois de bout, et ce pour la somme de quatre cent cinquante francs, qu'il m'acompté tant en argent qu'en billet, payable à mon ordre, dont je me suis démanté et desaisi de la ditte terre, pour par lui en prendre possession, quand bon lui semblera, lui garantissant de tout trouble de la part des sauvages de plus un arpent de terre, au sud de la ditte rivière, tenant à la terre de Serat, dit Coquillard, et à la portion de terre que me reste. Rivière aux Raisins, le 19 Avril, 1792.

BAZIL COUSINAU, sa x marque.

J. PORLIER BENAC, témoin.

I have sold and transferred to George McDougall, his heirs and assigns, all my right, title, and interest to the within tract of land, in front on the river Raisins, and extending back one hundred and twenty, more or less, this 22d day of April, 1799.

ISRAEL RULAND.

I hereby assign all my right, title, and interest to the within tract of land to James Powers, his heirs and assigns, in consequence of the award of Zal. Bedient and arbitrators between said Powers and self.

GEORGE McDOUGALL.

Know all men by these presents, I, James Powers, of the town of Northampton, county of Ontario, and State of New York, for and in consideration of three hundred dollars, to me in hand paid, at and before the ensembling and delivery of these presents, by Giles Barnes, of the town of Northampton aforesaid, the receipt whereof I do acknowledge, to have given, bargained, granted, sold, conveyed, and forever quitted claim, unto him, the said Giles Barnes, his heirs, executors, and administrators, or assigns, a certain tract, or piece, or parcel of land, being and lying in the township of Sargent, in the county of Wayne, territory of the United States northwest of the river Ohio, bounded as follows: on the north side of the river aux Raisins, west by William Knaggs, and east by land which is now, or lately was, the property of Israel Ruland, and being three acres in front by one hundred and twenty in depth, French measure, be the same more or less, which lands were purchased by me from George McDougall, Esq.: to have and to hold the aforesaid granted and bargained premises, with the appurtenances thereunto belonging, or in anywise appertaining; and I, the said James Powers, do, for myself, my heirs, executors, and administrators, covenant and agree to and with the said Giles Barnes, his heirs, &c. that, from and after the signing, sealing, and delivery of these presents, neither I, nor my heirs, &c. shall have any further claim or demand to the aforesaid bargained premises, but will forever hereafter warrant and defend the same against all the lawful claims or demands of any person or persons claiming from, by, or under me, or my heirs, &c.

In testimony whereof, I have hereunto set my hand and seal, the third day of June, in the year of our Lord one thousand eight hundred and one.

JAMES POWERS. [L. S.]

Signed, sealed, and delivered, in the presence of
STEPHEN HOPKINS,
D. POWERS.

Postponed.—And then the Board adjourned to Monday next, at nine A. M.

MONDAY, December 5, 1808.

The Board met at nine in the forenoon, pursuant to adjournment.

No. 430. ROBERT GLASS.—The Board took into consideration the claim of Robert Glass to a tract of land, situate on the south side of river Raisins; and the notice by him filed this day was read in the words and figures following, to wit:

To PETER AUDRAIN, Esq. Register of the Land Office at Detroit.

SIR: DETROIT, December 4, 1808.

Please to take notice that I now make entry of my land, in your office, which I hold by purchase from Israel Ruland, as will more fully appear by his deed of 27th March, 1808, and by possession and improvements.

FOR ROBERT GLASS,

ISRAEL RULAND.

This tract contains, by estimation, — arpent, it being five and a half in front by one hundred and twenty in depth, bounded in front and north by river Raisins, in rear by unconceded lands, west by lands of James Moore, and east by lands of Israel Ruland, (not to exceed six hundred and forty acres.)

Whereupon, Joseph Bissonet was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the late George Sharp, deceased, was in possession and occupancy of the premises, and continued so until he sold to Israel Ruland, from whom the claimant has purchased, and has possessed and occupied the same to this day: about forty arpents are cultivated and enclosed, a house is erected on the premises.

The claimant, in support of his claim, exhibited the two following deeds, to wit:

TERRITORY OF MICHIGAN, District of Erie, ss.

Know all men by these presents, that I, Israel Ruland, of the river Raisins, in the district of Erie, and territory of Michigan, for and in consideration of six hundred and forty dollars, to me in hand paid by Robert Glass, of the same place, the receipt whereof I do hereby acknowledge, and for other good causes me thereunto moving, have bargained, sold, aliened, conveyed, and confirmed to the said Robert Glass, all my right, title, claim, and interest in and to a certain farm, lot, tract, or parcel of land, situated, lying, and being on the south side of said river Raisins, and bounded as follows, to wit: north and front by said river Raisins, on the western side by lands and tenements of James Moore, in rear by vacant lands, and on the eastern side by the lands and tenements of me, the said Israel Ruland, consisting of or containing five and one-half arpents in front and one hundred and twenty arpents in depth, be the same more or less: to have and to hold the said farm, lot, tract, or parcel of land, with all and every of the appurtenances and privileges to the same in anywise appertaining, to him, the said Robert Glass, his heirs, executors, administrators, or assigns, to have and to hold forever. And I, the said Israel Ruland, do by these presents warrant and forever defend the said premises against the claim or claims of myself, my heirs, executors, administrators, or assigns, and against the claim or claims of all and every other person or persons whatsoever, (the claim of the Government of the United States of America only excepted,) free and clear from all bonds, mortgages, obligations, judgments, or prior sale or conveyance of whatsoever name or nature.

In testimony whereof, I have hereunto subscribed my name, and affixed my seal, at river Raisins aforesaid, this 27th day of March, 1808.

ISRAEL RULAND. [L. s.]

Signed, sealed, and delivered, in the presence of

JOHN BURBANK,
ISAAC RULAND.

TERRITORY OF MICHIGAN, District of Erie, to wit:

Personally appeared before me, the subscriber, one of the Justices commissioned to keep the peace in and for said district of Erie, the within named Israel Ruland, who acknowledged the within to be his own free and voluntary act and deed. Given under my hand this 23d day of November, A. D. 1808.

CHRISTOPHER TUTTLE, J. P. D. E.

Par devant Porlier Benac, écuyer, et capitaine de milice, résidant à la rivière aux Raisins, et présence de témoins soussignés est comparu Francois Havier Cantara, lequel a de son bon gré et bonne volonté reconnu et confessé avoir vendu, cédé, quitté, et transporté, dès maintenant et pour toujours, au Sieur Batiste Lasselle, marchand, résidant au dit lieu, une terre de deux arpents de front sur la profondeur ordinaire, tenant au ouest au Sieur George Nex, et à l'est à Louis Deveaux, lesquels dits deux arpents de terre le dit François Havier Cantara, a acquis du dit Deveaux, avec garantie, tel qu'elle se poursuit et comporte, tant en terre labourée et labourable, prairie, et bois de bout, sans en rien retenir, y réserver, pour prix et somme de dix-huit pounds, cours de la Nouvelle York, payable en argent ou marchandises, au prix courant, lequel dit être content et dont quitte; c'est à cette considération que le dit acquéreur peut prendre possession et cultiver à son gré, lui garantissant de tout trouble, dettes, et hypothèques généralement quelconque, laquelle ditte terre a été crié à la porte de l'église paroissiale, par trois Dimanches, et adjugée au dit acquéreur. Car ainsy, &c. obligant &c. renonçant, &c. Fait et passé à la rivière aux Raisins, paroisse St. Antoine, le vingt-deux Juin, mil-sept cent quatre-vingt-quinze, et a le dit Francois Regis Cantara déclaré ne savoir signer, a fait sa marque ordinaire après lecture faite.

F. HAVIER CANTARA, sa × marque.

En présence de

FRANCOIS PEPIN,
FRANCOIS NAVARRE, J. P.
LOUIS GAILLARD, témoins.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 430; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 431. BARNEY PARKER.—The Board took into consideration the claim of Barney Parker to a tract of land, situate on the south side of river Raisins; and the notice filed by Israel Ruland in his behalf was read in the words and figures following, to wit:

To PETER AUDRAIN, Register of the Land Office at Detroit.

SIR:

DETROIT, December 3, 1808.

Please to take notice that I now make entry of my land in your office, which I hold by purchase from Israel Ruland, as will appear by his deed, bearing date July 2, 1798, and by long possession and improvements.

FOR BARNEY PARKER,

ISRAEL RULAND.

This tract contains, by estimation, — arpents, it being three acres two perches in front by one hundred and twenty in depth, bounded in front by river Raisins, in rear by unlocated lands, below by lands of Ichabod Leach, and above by lands of Gabriel Godliroy.

Whereupon, Joseph Bissonet was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the late Etienne Laviollette was in possession and occupancy of the premises, and continued so until he sold to Charles Proux, who sold to Israel Ruland, from whom the claimant has purchased, and has possessed and cultivated the same to this day. About twenty arpents are cultivated and enclosed, and two dwelling-houses are erected.

The claimant, in support of his claim, exhibited a deed, in the words and figures following, to wit:

Know all men by these presents, that we, Israel Ruland and Ann Ruland, of the river Raisins, in the county of Wayne, and territory of the United States northwest of the river Ohio, being justly possessed of a certain tract of land, lying and being on the southerly side of the said river Raisins: Now know ye, that for and in consideration of the sum of four hundred and eighteen dollars, current money of the United States, to us in hand paid by Bernard Parker before the signing, sealing, and delivery of these presents, that we have granted, bargained, sold, enfeoffed, and confirmed unto him, the said Bernard Parker, all that tract or parcel of land, lying and being on the southerly side of the river Raisins, bounded in front by the said river, and on the west by lands of Charles Deulyard, and on the east by lands of Medard Labady, fils, containing three acres, or arpents, and two perches in front by one hundred and twenty in depth, be the same more or less: to have and to hold the aforesaid premises so bargained and

sold, with every part and parcel thereof, unto him, the said Bernard Parker, his heirs, executors, administrators, or assigns, forever, hereby warranting and defending unto him, the said Bernard Parker, his heirs or assigns, the aforesaid premises, forever, against any person or persons claiming, or to claim, by virtue of any deed, mortgage, act, matter, or causes whatsoever, by us, or either of us, done or caused to be done; and we do moreover covenant, grant, and agree, that it shall forever hereafter be lawful for him, the said Bernard Parker, his heirs or assigns, to take, hold, occupy, and enjoy all and singular the aforesaid premises, with all the rents, issues, and profits, in anywise thereunto appertaining, without the least let, suit, or interruption of us, our heirs, executors, administrators, or assigns, whatsoever.

In witness whereof, we have unto these presents set our hands and seals, this second day of July, in the year of our Lord one thousand seven hundred and ninety-eight, (1798,) and of the independence of the United States of America the twenty-third, (23d.)

ISRAEL RULAND. [L. s.]
ANN RULAND. [L. s.]

Signed, sealed, and delivered, in the presence of
JOSEPH BAIRD,
CALEB SHAW.

Personally came before François Navarre, Esquire, one of the justices to keep the peace in the county of Wayne, Israel Ruland and Ann his wife, and, after examining them separate from each other, declared the above to be their voluntary act and deed for the purposes therein contained.

FRANÇOIS NAVARRE, J. P.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 431; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 432. JAMES MOORE.—The Board took into consideration the claim of James Moore to a tract of land, situate on the south side of river Raisins; and the notice filed by him this day was read in the words and figures following, to wit:

To PETER AUDRAIN, Esq. *Register of the Land Office at Detroit.*

SIR: RIVER RAISINS, September 1, 1808.

Please to take notice that I now make entry of my lands in your office, which I hold by purchase from Jean Baptiste Duprey, Sen. and Jean Baptiste Duprey, Jun., as will more fully appear by the deed to me bearing date the second day of November, 1799, and the fifth day of December, 1804, and by a long and peaceable possession and improvements.

JAMES MOORE.

This tract contains, by estimation, three hundred and twenty arpents, it being eight arpents in front by forty in depth, bounded in front by river Raisins, in rear by unconceded lands, above by lands of Abijah Hunt, and below by lands of Robert Glass.

Whereupon, Israel Ruland was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, Jean Baptiste Debreuil was in possession and occupancy of the premises, and continued so until he sold to the claimant, who has possessed and occupied to this day. About thirty arpents are cultivated, with two houses, stables, &c.

The claimant, in support of his claim, exhibited the two following deeds, to wit:

Par devant les témoins soussignés fut présent Jean Batiste Dubreuil, père, du district de Sargent, et comté de Wayne, lequel reconnoît avoir vendu, cédé, et transporté, et par ces présentes, vend, cède, et transporte à Jacques Moore, du susdit district de Sargent, à ce présent et acceptant acquéreur, pour lui, ses hoirs, et ayant cause à l'avenir, avec garantie de toutes dettes, hypothèques, dons, douaires, accessions, et aliénations, et de tous troubles généralement quelconque, une terre, ou ferme, sise et située au sud de la rivière aux Raisins, paroisse de St. Antoine, dans le susdit comté de Wayne, consistante en quatre arpents de front sur quarante en profondeur, bornée par devant par la ditte rivière aux Raisins, par derrière à les terres non concédées, tenant d'un côté à la terre de Jean Batiste Dubreuil, fils, et de l'autre côté à celle de Israel Ruland, que le dit acquéreur dit bien connoître, et dont il est content et satisfait. Cette vente, cession, et transport, ainsi fait pour et moyennant la somme de quatre-vingt pounds, cours de la Nouvelle York, que le dit Jacques Moore promet et s'engage de payer au dit Jean Batiste Dubreuil, père, ses hoirs, et ayant cause, de la manière suivante, savoir: cinquante-cinq pounds, cours de la Nouvelle York, en animaux, pour premier payement, exécuté quatrième jour de Novembre, et le reste du payement, qui est de vingt-cinq pounds, en argent, grains, farine, ou animaux, au premier de Novembre, de l'année mil huit cent; et pour sûreté des susdits payements à leurs époques respectives, le dit Jacques Moore a hypothéqué, et par ces présentes hypothèque au dit Jean Batiste Dubreuil, père, ses hoirs, et ayant cause, la terre cy-dessus mentionnée et décrite, laquelle terre le dit Jacques Moore ne pourra vendre, donner, ou engager, sous quelque prétexte que ce soit, qu'après que le dernier des payements cy-dessus mentionnés aura été fait au dit Jean Batiste Dubreuil, père, ses hoirs, et ayant cause. Il est convenu entre les parties, que si les Etats Unis s'emparent de la ditte terre, le dit Jacques Moore n'aura rien à demander au dit Jean Batiste Dubreuil, père, ny à ses hoirs, et ayant cause, et qu'il en cours les risques de cette part là. Il est de plus agréé, convenu, et entendu, entre les parties, que si le dit Jacques Moore, ses exécuteurs, ou administrateurs, négligent ou refusent de faire les payements, alors, et en pareil cas, le dit Jean Batiste Dubreuil, ses hoirs, et ayant cause, auront le droit de reprendre et rentrer en possession de la ditte terre paisiblement, et sans que le dit Jacques Moore puisse mettre aucune opposition ou obstacle, ny demander aucune indemnité pour les payements qu'il pourrait avoir fait. Car ainsi sont convenus les parties de bonne foy.

Fait et passé à la rivière aux Raisins, dans le susdit district de Sargent, le douzième jour de Novembre, de l'année mil sept cent quatre-vingt-dix-neuf, et les parties ont signé et scellé en présence de témoins.

JEAN BTE. DUBREUIL, sa × marque. [L. s.]
JACQUES MOORE. [L. s.]

JEAN BTE. DUBREUIL, Fils, } Témoins.
ETIENNE DUBOIS.

COMTE DE WAYNE, *District de Sargent:*

Sont personnellement comparu devant moi, le soussigné, un des Magistrats assignés pour tenir la paix pour et dans le comté de Wayne, les susnommés Jean Batiste Dubreuil, père, et Jacques Moore, ont reconnu que le contrat cy-dessus est bien leur acte, avec leurs signatures et leurs cachets, et que, comme tel, il peut être enregistré au greffe du dit comté. En foy de quoy, j'ai souscrit mon nom à la rivière aux Raisins, le 19ème de Novembre, 1799.

FRS. NAVARRE, J. P.

Moy, Jean Batiste Dubreuil, père, je soussigne, en présence de témoin, que j'ai reçu le payement si au mentionné, à la rivière aux Raisins, le 8ème Décembre, 1804.

JEAN BTE. DUBREUIL, Père, sa × marque.

FRS. NAVARRE, *Témoin.*

Par devant les témoins soussignés, fut présent Jean Batiste Dubreuil, fils, du district de Sargent, et comté de Wayne, lequel reconnoît avoir vendu, cédé, et transporté, et par ces présentes vend, cède, et transporte, à Jacques Moore, du susdit district de Sargent, à ce présent et acceptant acquéreur, pour lui, ses hoirs, et ayant cause à l'ave-

nir, avec garantie de toutes dettes, hypothèques, dons, douaires, accessions, et aliénations, et de tout trouble généralement quelconque, excepté de la part des Etats Unis, une terre, ou ferme, sise et située au sud de la rivière aux Raisins, dans le susdit district, comté de Wayne, consistant en quatre arpents de large sur quarante de profondeur, bornée par devant par la dite rivière aux Raisins, et par derrière aux terres non concédées, tenant d'un côté à la terre du dit acquéreur, Jacques Moore, et de l'autre côté à Israel Ruland, que le dit acquéreur dit bien connoître, et dont il est content et satisfait.

Cette vente, cession, et transport, ainsi fait pour et moyennant la somme de soixante-quatre pounds, cours de la Nouvelle York, que le dit Jacques Moore a payé au dit Jean Baptiste Dubreuil, fils, qu'il reconnoît d'avoir reçu du dit Jacques Moore avant la passation des présentes, et par laquelle il le tient quitte, lui, ses hoirs, et ayant cause, afin qu'il en jouisse, lui, ses hoirs, et ayant cause, à les clauses et conditions susdites. Car ainsy sont convenu les parties de bonne foy.

Fait et passé à la rivière aux Raisins, et dans le susdit district de Sargent, le cinquième jour du mois de Décembre, l'an mille huit cent quatre, et le susdit vendeur a signé le présent en présence de témoins, et a posé son cachet.

JEAN BTE. DUBREUIL, Fils. [L. s.]

J. PORLIER BENAC, }
GEORGE McDougall, } *Témoins.*

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 432; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 433. ANTOINE CAMPEAU.—The Board took into consideration the claim of Antoine Campeau to a tract of land, situate on the north side of river Raisins; and the notice filed by Antoine Lasselle, in his behalf, was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, November 25, 1808.

Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim to a tract of land, situate, lying, and being on the north side of river Raisins, containing three arpents in front by one hundred and twenty in depth, bounded in front by river Raisins, in rear by unconceded lands, on one side by the lands of John Askin, and on the other side by Jean Baptiste Racine. I claim and set up title to the said tract by virtue of possession, occupancy, and improvements made by me or those from whom I derive title.

FOR ANTOINE CAMPEAU,
ANTOINE LASSELLE, Jun.

This tract contains, by estimation, three hundred and sixty arpents, it being three arpents in front by one hundred and twenty in depth, bounded in front by river Raisins, in rear by unconceded lands, on one side by lands claimed by Richard Pollard, and on the other by lands claimed by Israel Ruland.

Whereupon, Antoine Boulard was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st of July, 1796, Alexander Ouattet was living on the premises as tenant of Batiste Cicot, who sold to the claimant, who has possessed the same to this day, but the premises have not been occupied or cultivated these eleven years.

And thereupon it doth appear to the commissioners that the claimant is not entitled to the above described tract of land; and, therefore, that his claim be and is hereby rejected.

And then the Board adjourned to to-morrow, at nine in the forenoon.

TUESDAY, December 6, 1808.

The Board met at nine in the forenoon, pursuant to adjournment.

No. 434. THE LEGAL HEIRS OF WILLIAM GRIFFITH, deceased.—The Board took into consideration the claim of the legal heirs of William Griffith, deceased, to a tract of land, situate on the north side of river Raisins, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 71, under the date of the 12th of January, 1805.

This tract contains, by estimation, five hundred and seventy arpents, it being four and three-quarters arpents in front by one hundred and twenty in depth, bounded in front by river Raisins, in rear by unconceded lands, above by lands of William Griffith, Jun. and below by lands of Guillaume Lapointe.

Whereupon, Antoine Boulard was brought forward as a witness in behalf of the claimants, who, being duly sworn, deposed and said, that, previous to the 1st of July, 1796, Romain La Chambre was in possession and occupancy of the premises, and continued so until he sold to Charles Proux, from whom the late William Griffith purchased, and occupied and cultivated the same until he died; since which time, the claimants have tenanted the same. About fifty arpents are cultivated and enclosed; a dwelling-house and out-houses are erected, and there is a fine orchard on the premises.

And thereupon it doth appear to the commissioners that the claimants are entitled to the above described tract of land, and that they have a certificate thereof, which certificate shall be No. 434; and that they cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 435. WILLIAM GRIFFITH, JUN.—The Board took into consideration the claim of William Griffith, Jun. to a tract of land, situate on the north side of river Raisins; and the notice by him filed on the 17th of November last was read in the words and figures following, to wit:

To the Register of the United States' Land Office at Detroit.

SIR:

William Griffith, Jun. hereby gives notice of claim, and makes entry with the Commissioners of the United States Land Office at Detroit, of a certain tract of land of four hundred and eighty acres, more or less, situate upon the river Raisins, in the district of Erie, and territory of Michigan, being four acres in front upon said river, and extending in depth back from said river one hundred and twenty acres, bounded in front upon said river Raisins, in rear by unlocated lands, on the east by the farm of William Griffith, Sen. deceased, and on the west by Francois Baron, dit Cattin. The said William Griffith, Jun. makes title and claim to hold said farm and tract of land, with the appurtenances, to him and his heirs, by virtue of purchase thereof of one Louis Robidou, by deed dated June 4, 1804; also makes title and claim to himself and heirs, by long and continued possession, occupancy, and improvements, by himself and those under whom he claims and derives title to said tract of land and premises.

SOL. SIBLEY,
Attorney for the Claimant.

This tract contains, by estimation, four hundred and eighty acres, it being four acres in front by one hundred and twenty in depth, bounded in front by said river Raisins, in rear by unconceded lands, east by lands of the late William Griffith, deceased, and west by lands of Francois Baron, dit Cattin.

Whereupon, Antoine Boulard was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st of July, 1796, Louis Robidou was in possession and occupancy of the premises, and continued so until he sold to the claimant, who has possessed and tenanted the same to this day. Sixteen arpents are cultivated.

The claimant, in support of his claim, exhibited a deed in the words and figures following, to wit:

[See book A, folio 264, registered by the former commissioners.]

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 435; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 436. GILES BARNES.—The Board took into consideration the claim of Giles Barnes to a tract of land, situate on the south side of river Raisins, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 386, under the date of 5th of December, 1805.

This tract contains, by estimation, three hundred and sixty acres, it being three acres in front by one hundred and twenty in depth, bounded in front by river Raisins, in rear by unlocated lands, west by lands of Israel Ruland, and east by lands of Charles Drouillard.

Whereupon, Israel Ruland was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st of July, 1796, Laforest and Monnini were in possession and occupancy of the premises, and continued so until they sold to Israel Ruland, who sold to Caleb Shaw, who sold to Gideon Cooley, who possessed and cultivated the same until he died. After his death his widow and administratrix was authorized by the court of orphans to sell the same at public vendue, when the claimant purchased, being the highest bidder, as per deed recorded with the former commissioners in liber A, page 90, and has possessed and cultivated the same to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 436; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 437. WILLIAM JOHN, and SCOTT ROBB.—The Board took into consideration the claim of William John, and Scott Robb to a tract of land, situate on the north side of river Raisins, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 74, under the date of the 12th of November, 1805.

This tract contains, by estimation, one hundred and forty acres, or arpents, being three and a half in front by forty in depth, bounded in front by river Raisins, in rear by unlocated lands, above by lands formerly of John Askin, and below by lands of J. and F. Lasselie.

Whereupon, Louis Bernard, dit Lajoie, was brought forward as a witness in behalf of the claimants, who, being duly sworn, deposed and said, that, previous to the 1st of July, 1796, Antoine Rivard was in possession and occupancy of the premises, and continued so until he sold to George Sharp, who sold to Israel Ruland, from whom the claimants have purchased, who have occupied and cultivated the same to this day: about eighteen arpents are cultivated; a dwelling-house and barn are erected on the premises, and an orchard planted.

And thereupon it doth appear to the commissioners that the claimants are entitled to the above described tract of land, (subject to a mortgage by them executed to Israel Ruland, bearing date the 3d of November, 1800,) and that they have a certificate thereof, which certificate shall be No. 437; and that they cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 438. PIERRE FOURNIER.—The Board took into consideration the claim of Pierre Fournier to a tract of land, situate at Plaisance, near river Raisins; and the notice by him filed yesterday was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR: Take notice that I claim title to a tract of land, situate at Plaisance, near river Raisins, containing two arpents in front by fifteen in depth, bounded in front by the river à la Savatte, in rear by —, on one side by Pierre Brancheau, Sen., and on the other side by Joseph Deschatelet. I claim by virtue of possession, occupancy, and improvements made by me or those from whom I derive title.

FOR PIERRE FOURNIER,

CLAUDE COUTURE, his X mark.

Witness, PETER AUDRAIN.

This tract contains, by estimation, thirty arpents, it being two arpents in front by fifteen in depth, bounded in front by river à la Savatte, in rear by —, on one side by lands of Pierre Brancheau, Sen., and on the other by lands of Joseph Deschatelet.

Whereupon, Claude Couture was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st of July, 1796, Jeremie Duquet possessed and cultivated the premises, who continued so until he sold his improvements to the claimant, who has possessed and cultivated the same to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 438; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 439. ANDRÉ LAMARRE.—The Board took into consideration the claim of André Lamarre to a tract of land, situate on the Miami bay; and the notice by him filed was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR: Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim to a tract of land, situate on the Miami bay, containing ten arpents in front by about fifteen in depth, bounded in front by the said Miami bay, in rear by unlocated lands, on one side by river aux Vases, and on the other side by unlocated lands. I claim by virtue of possession, occupancy, and improvements made by me before the 1st July, 1796.

FOR ANDRÉ LAMARRE,

FRANÇOIS DURGEOT, his X mark.

Witness, PETER AUDRAIN.

This tract contains, by estimation, one hundred and fifty arpents, it being ten arpents in front by fifteen in depth, bounded in front by Miami bay, in rear by unlocated lands, on one side by river aux Vases, and on the other side by unlocated lands.

Whereupon, Claude Couture was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, several years previous to the 1st July, 1796, the claimant was in possession and occupancy of the premises, and has continued so to this day: seven or eight arpents are cultivated and enclosed; fruit trees have been planted thereon about ten years ago.—Postponed.

No. 440. MEDARD COUTURE.—The Board took into consideration the claim of Medard Couture to a tract of land, situate on lake Erie, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 293, under the date of the 29th November, 1805.

This tract contains, by estimation, one hundred and twenty arpents, it being three arpents in front by forty in depth, bounded in front by lake Erie, in rear by unlocated lands, north by lands of Claude Couture, and south by Otter creek.

Whereupon, Antoine Guy was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, Joseph Reaume was in possession and occupancy of the premises, and continued so until nine years ago, when he sold to the claimant, who has possessed and cultivated the same to this day: about sixteen arpents are cultivated and enclosed.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 440; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 441. JOSEPH NADault, *grantee of Alexis Bourdeaux*.—The Board took into consideration the claim of Joseph Nadault, as grantee of Alexis Bourdeaux, to a tract of land, situate on the south side of river aux Sables, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 343, under the date of the 30th November, 1805.

This tract contains, by estimation, forty-five acres, more or less, it being three acres in front by fifteen in depth, bounded in front by the said river aux Sables, in rear by river Raisins' farms, east by S. Champagne, and west by lands of Vincent Maheux.

Whereupon, Antoine Guy was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, he, the deponent, was in possession and occupancy of the premises, and continued so until he sold to Jean Baptiste Leduc, who sold to Alexis Bourdeaux, from whom the claimant has purchased, and has possessed and occupied the same to this day: twenty arpents are cultivated and enclosed; a dwelling-house is erected thereon.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 441; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 442. ETIENNE COUTURE.—The Board took into consideration the claim of Etienne Couture to a tract of land, situate on the south side of la Grande Coulee, near river Raisins, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 294, under the date of the 29th November, 1805.

This tract contains, by estimation, ——— arpents, it being six arpents in front on the Grande Coulee, and two acres only in rear, by about twenty-five in depth, bounded in front by la Grande Coulee, in rear by the farm of his brother Claude Couture.

Whereupon, Antoine Guy was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, Joseph Deschatelet was in possession and occupancy of the premises, and continued so until he sold his improvements to the claimant eight or nine years ago, who has possessed and occupied the same to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 442; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 443. GUILLAUME LAPOINTE.—The Board took into consideration the claim of Guillaume Lapointe to a tract of land, situate on the north side of river Raisins; and the notice by him filed was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, December 3, 1808.

Take notice that I enter with the Commissioners of the Land Office at Detroit my claim to a tract of land, situate on the north side of river Raisins, containing three arpents in front by forty in depth, bounded in front by river Raisins, above by lands of William Griffith, and below by lands of Jean Jacob. I claim by virtue of possession, occupancy, and improvements made by me or those from whom I derive title.

For GUILLAUME LAPOINTE,

LOUIS BERNARD, his \times mark.

Witness, PETER AUDRAIN.

This tract contains, by estimation, one hundred and twenty arpents, it being three arpents in front by forty in depth, bounded in front by river Raisins, above by lands of William Griffith, below by lands of Jean Jacob.

Whereupon, Louis Bernard, dit Lajoye, was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, Jean Baptiste Laplante was in possession and occupancy of the premises until about nine years ago, when he sold to the claimant, who has possessed and cultivated the same to this day: twenty-four arpents are cultivated.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 443; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 444. JEAN JACOB.—The Board took into consideration the claim of Jean Jacob to a tract of land on the north side of river Raisins; and the notice by him filed was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, December 3, 1808.

Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim to a tract of land, situate on the north side of river Raisins, containing two arpents in front by forty in depth, bounded in front by river Raisins, in rear by unlocated lands, above by lands of William Lapointe, and below by lands of Pierre Cloutier. I claim by virtue of possession, occupancy, and improvements made by me or those from whom I derive title.

For JEAN JACOB,

LOUIS BERNARD, his \times mark.

Witness, PETER AUDRAIN.

This tract contains, by estimation, eighty arpents, it being two arpents in front by forty in depth, bounded in front by river Raisins, in rear by unlocated lands, above by lands of William Lapointe, and below by lands of Pierre Cloutier.

Whereupon, Louis Bernard, dit Lajoye, was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, René Cloutier was in possession and occupancy of the premises, and continued so until he sold to Vincent Maheux, from whom the claimant has purchased about eight years ago, and has possessed and cultivated the same to this day: twenty arpents are cultivated.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 444; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 445. PIERRE CLOUTIER.—The Board took into consideration the claim of Pierre Cloutier to a tract of land, situate on the north side of river Raisins; and the notice by him filed the 3d instant was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, December 3, 1808.

Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim to a tract of land, situate on the north side of river Raisins, containing two arpents in front by forty in depth, bounded in front by river Raisins, in rear by unlocated lands, above by lands of Jean Jacob, and below by lands of the late René Cloutier, deceased. I claim by virtue of possession, occupancy, and improvements made by me or those from whom I derive title.

FOR PIERRE CLOUTIER.

LOUIS BERNARD, his x mark.

Witness, PETER AUDRAIN.

This tract contains, by estimation, eighty arpents, it being two arpents in front by forty in depth, bounded in front by river Raisins, in rear by unlocated lands, above by lands of Jean Jacob, and below by lands of the late René Cloutier, deceased.

Whereupon, Louis Bernard, dit Lajoie, was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the late René Cloutier, father to the claimant, was in possession and occupancy of the premises, and continued so until he died; that his widow occupied the same five or six years, until she died; since which time, the claimant has occupied and cultivated the premises to this day: more than twenty arpents are cultivated. The deponent further saith, that he was present when the whole of the heirs of René Cloutier, deceased, agreed, unanimously, that the claimant should take possession of the farm, as he had paid all the debts of their father, and that they relinquished all claim to said farm.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 445; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 446. CHARLES BERNARD.—The Board took into consideration the claim of Charles Bernard, dit Lajoie, to a tract of land, situate on the south side of river Raisins; and the notice by him filed was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, December 3, 1808.

Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim to a tract of land, situate on the south side of river Raisins, containing three arpents in front by forty in depth, bounded in front by river Raisins, in rear by unlocated lands, above by lands of J. and F. Lasselle, and below by lands of Colonel Chabert. I claim by virtue of possession, occupancy, and improvements made by me or those from whom I derive title.

FOR CHARLES BERNARD.

LOUIS BERNARD, his x mark.

Witness, PETER AUDRAIN.

This tract contains, by estimation, one hundred and twenty arpents, it being three arpents in front by forty in depth, bounded in front by river Raisins, in rear by unlocated lands, above by lands of J. and F. Lasselle, and below by lands of Colonel Francois Chabert.

Whereupon, Antoine Boulard was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the claimant was in possession and occupancy of the premises, and continued so to this day. Above eighteen arpents are cultivated.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 446; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 447. HYACINTE BERNARD.—The Board took into consideration the claim of Hyacinthe Bernard to a tract of land, situate on the south side of river Raisins; and the notice by him filed 3d December instant was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, December 3, 1808.

Take notice that I claim title to a tract of land, situate on the south side of river Raisins, containing two arpents in front by forty in depth, bounded in front by river Raisins, in rear by unlocated lands, above by lands of Jean Baptiste Leblanc, and below by lands of Joseph Bissonet. I claim by virtue of possession, occupancy, and improvements made by me or those from whom I derive title.

FOR HYACINTE BERNARD.

LOUIS BERNARD his x mark.

Witness, PETER AUDRAIN.

This tract contains, by estimation, eighty arpents, it being two arpents in front by forty in depth, bounded in front by river Raisins, in rear by unlocated lands, above by lands of Jean Baptiste Leblanc, and below by lands of Joseph Bissonet.

Whereupon, Antoine Boulard was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, Louis Bristoule was in possession and occupancy of the premises, and continued so until he sold to Louis Bernard, dit Lajoie, from whom the claimant has purchased, and has possessed and cultivated the same to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 447; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 448. CLAUDE COUTURE.—The Board took into consideration the claim of Claude Couture to a tract of land situate on the lake Erie; and the notice by him filed 6th December was read in the words and figures following, to wit:

To PETER AUDRAIN, Esq. Register of the United States' Land Office at Detroit.

SIR:

DETROIT, December 6, 1808.

Please take notice that I claim title to my farm at Plaisance, situate, lying, and being on the north side of lake Erie, bounded in front by said lake, in rear by farms on river aux Loutres, on the northeast by farms at Plaisance, and on the southwest by Medard Couture, of three arpents in front by forty in depth, containing one hundred and twenty arpents altogether. I claim the same by virtue of a purchase from Jean Baptiste Reaume, Sen. whose improvement rights I paid him thirty-five pounds, New York currency, for, on the 24th August, 1805, by my note given, and witnessed before George McDougall, Notary Public, at river Raisins, for the district of Erie, the same having been settled and improved prior to the year 1796.

CLAUDE COUTURE, his x mark.

Witness, GEORGE MCDUGALL.

This tract contains, by estimation, one hundred and twenty arpents, it being three arpents in front by forty in depth, bounded in front by lake Erie, in rear by the farms of Otter creek, northeast by the farms of Plaisance, and southwest by lands of Medard Couture.

Whereupon, Antoine Guy was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, Jean Baptiste Reaume, Sen. was in possession and occupancy of the premises, and continued so until nine years ago, when he sold to the claimant, who has occupied and cultivated the same to this day.

George McDougall, Esq. another witness, being sworn, deposed and said, that, about the 24th August, 1805, he drew a deed of conveyance from Jean Baptiste Reaume, Sen. to the claimant, in which deed the claimant was acquitted.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 448; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 449. JEAN MARIE BOURDEAUX.—The Board took into consideration the claim of Jean Marie Bourdeaux, as grantee of Baptiste Fontaine, who was grantee of Francis Bourdeaux, who was grantee of Jean Baptiste Solo, to a tract of land, situate on river aux Sables, being part and parcel of a larger tract entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 342, under the date of 30th November, 1805.

This tract contains, by estimation, fifty arpents, it being two arpents in front by twenty-five in depth, bounded in front by river aux Sables, extending in depth to the lands of the river Raisins, on one side by lands of Gabriel Fontaine, and on the other side by lands of Jean Baptiste Bourdeaux.

Whereupon, Antoine Guy was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, Jean Baptiste Solo was in possession and occupancy of the premises, and continued so until he sold to Francois Bourdeaux, who sold to Baptiste Lafontaine, from whom the claimant has purchased, and has occupied and cultivated the same to this day.

The claimant, in support of his claim, exhibited the two following deeds, to wit:

Par devant le notaire public dans le district d'Erie, territoire de Michigan, y résidant, soussigné, fut présent le Sieur Francois Bourdeaux, lequel à par ces présentes reconnoit avoir vendu, quitté, cédé, transporté, et délaissé, dès maintenant et à toujours, avec garantie de tous troubles, dons, douaires, dettes, hypothèques, évictions, aliénations, et de tout autre empêchement généralement quelconque, excepté le droit des Etats Unis, au Sieur Jean Baptiste Fontaine, à ce présent et acceptant pour lui, ses heirs, et ayant cause à l'avenir, une terre de deux arpents de front, prenant par devant à la rivière aux Sables, et joignant en profondeur aux terres de la rivière aux Raisins, bornée d'un côté par Gabriel Fontaine, et de l'autre côté à Jean Baptiste Bourdeaux, avec tous les bâtimens, et autres fraix faites sur icelle, sans reserve d'aucune choses. Cette vente, cession, transport, et délaissement, ainsi fait pour et moyennant le prix et somme de soixante et quinze pounds, York, que le vendeur a reçu, et dont il se tient content et satisfait, et donne quittance pour la ditte somme, et ainsi le dit vendeur transport au dit acquéreur, ses heirs, et ayant cause à l'avenir, tous et tels droits de propriété, noms, raisons, et tous autres droits qu'il a et pouvait avoir sur la ditte terre, s'en démettant et dévêtissant en faveur du dit acquéreur, voulant et entendant qu'il en soit mis en bonne possession et seigneurie, par qui et ainsi qu'il appartiendra. Car ainsi sont convenues les parties de bonne foy, promettant, &c. obligeant, &c. renonçant, &c. Fait et passé à la rivière aux Raisins, en l'étude du dit notaire, le 28 du mois de Novembre, 1808, et les parties ont déclaré ne savoir signer, ont fait leurs marques ordinaires présence de témoin.

FRANCOIS BOURDEAUX, sa × marque.

JEAN BAPTISTE FONTAINE, sa × marque.

MEDARD COUTURE, témoin.

CHARLES F. GIRARDIN, Not. Pub.

Par devant le notaire public pour le district Erie, territoire de Michigan, y résidant, soussigné, furent présents le Sieur Jean Baptiste Fontaine, lequel par ces présentes reconnoit avoir vendu, cédé, transporté, quitté, et délaissé, dès maintenant et à toujours, avec garantie de tous troubles, dons, douaires, dettes, hypothèques, évictions, aliénations, et de tout autre empêchement généralement quelconque, au Sieur Jean Marie Bourdeaux, à ce présent et acceptant acquéreur, pour lui, ses heirs, et ayant cause à l'avenir, une terre de deux arpents de front, prenant par devant à la rivière aux Sables, et joignant en profondeur aux terres de la rivière aux Raisins, bornée d'un côté par Gabriel Fontaine, et de l'autre côté à Jean Baptiste Bourdeaux, bien entendu que la garantie ne regarde pas le droit que les Etats Unis ont ou pourraient avoir sur la ditte terre, cette vente fait sans reserve tel qu'il est, et dont le dit acquéreur dit bien connaitre, et dont il est content et satisfait. Cette vente, cession, transport, et délaissement, ainsi fait pour et moyennant la quantité de dix mille livres de farine, payable en dix ans, mille livres par chaque année, dont le premier paiement se fera dans le cours du mois de Decembre, de l'année mil huit cent huit, et continuera d'année en année jusqu'au parfait paiement sans interruption, bien entendu que la ditte terre restera hypothèque jusqu'au parfait paiement. Car tel a été convenu entre les dittes parties, et au moyen des conditions cy-dessus remplis, le dit vendeur transport au dit acquéreur, ses heirs, et ayant cause à l'avenir, tous droits de propriété, noms, raisons, et tous autres droits qu'il a et pourrait avoir sur la ditte terre, s'en démettant et dévêtissant en faveur du dit acquéreur, voulant et entendant qu'il en soit mis en bonne possession et seigneurie, par qui appartiendra. Car ainsi sont convenues les parties de bonne foy, promettant, &c. obligeant, &c. renonçant, &c. Fait et passé à la rivière aux Raisins, en l'étude du dit notaire, le 28 de Novembre, 1808, et les parties ont déclaré ne savoir écrire, ont fait leurs marques ordinaires, présence de témoin.

JEAN BAPTISTE FONTAINE, sa × marque.

JEAN MARIE BOURDEAUX, sa × marque.

ANTOINE COUTURE, témoin.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 449; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 450. HYACINTHE LEDUC.—The Board took into consideration the claim of Hyacinthe Leduc, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 289, under the date of 29th November, 1805.

This tract contains, by estimation, one hundred arpents, it being four arpents in front by twenty-five in depth, bounded in front by the Grande Coulee, in rear by Otter creek lands, east by Joseph Tuot, and west by Francois Robert.

Whereupon, Claude Couture was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, Joseph Menard was in possession and occupancy of the premises, and continued so until he sold to Medard Labadi, who sold to the claimant eight years ago, who has ever since occupied and cultivated the premises.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 450; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 451. JOSEPH BELLAIR.—The Board took into consideration the claim of Joseph Bellair to a tract of land, situate on the south side of river Raisins; and the notice by him filed this day was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR: Please take notice that I claim title to a tract of land in the district of Detroit, situate, lying, and being on the south side of river Raisins, containing, by estimation, one hundred and twenty arpents, it being three arpents in front by forty in depth, bounded in front by said river, and in rear by unlocated lands, above by lands claimed by William Knaggs, and below by lands claimed by Jacques and Francois Lasselle. I claim title by virtue of possession, occupancy, and improvements made thereon previous to 1796, and continued to this day.

JOSEPH BELLAIR, his \times mark.

Witness, LAMBERT LAFOLY.

This tract contains, by estimation, one hundred and twenty arpents, it being three arpents in front by forty in depth, bounded in front by river Raisins, in rear by unlocated lands, above by lands claimed by William Knaggs, and below by lands of Jacques and Francois Lasselle.

Whereupon, Simon Jacob was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that the claimant was in possession and occupancy previous to the 1st July, 1796, and has continued to cultivate and improve the premises ever since by tenants.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 451; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 452. FRANCOIS CATTIN.—The Board took into consideration the claim of Francois Cattin to a tract of land situate on the north side of river Raisins; and the notice by him filed was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

DETROIT, December 6, 1808.

SIR: Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim to a tract of land, situate on the north side of river Raisins, containing four arpents in front by forty in depth, bounded in front by river Raisins, in rear by unlocated lands, east by Jean Charait, and west by Pierre Demuse. I claim by virtue of possession, occupancy, and improvements made by me or those from whom I derive title.

FRANCOIS CATTIN, his \times mark.

Witness, PETER AUDRAIN.

This tract contains, by estimation, one hundred and sixty arpents, it being four arpents in front by forty in depth, bounded in front by river Raisins, in rear by unlocated lands, east by lands of Jean Charait, and west by lands of J. and F. Lasselle.

Whereupon, Simon Jacob was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, Michael Cattin was in possession and occupancy of the premises, and continued so until he sold to ——— Mallet, from whom the claimant purchased about seven years ago, who has possessed and cultivated the same to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 452; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

Adjourned to to-morrow, at nine in the forenoon.

WEDNESDAY, December 7, 1808.

The Board met at nine in the forenoon, pursuant to adjournment.

No. 453. BENOIT CHAPOTON.—The Board took into consideration the claim of Benoit Chapoton to a tract of land; and the notice by him filed 2d instant was read in the words and figures following, to wit:

To the Register of the United States' Land Office at Detroit.

DETROIT, November 28, 1808.

SIR: Please take notice that I claim title to a tract of land in the district of Detroit, situate, lying, and being in what is commonly called the second concession, of two arpents in front by forty in depth, bounded in front by my lands, in rear by those of the United States, on the northeast by the rear of Maurice Moran's lands, on the southwest by those of Robert McDougall. I claim title to this tract of land by virtue of possession, occupancy, and improvements made thereon by me previous to 1796, and continued to this day.

BENOIT CHAPOTON.

This tract contains, by estimation, eighty arpents, it being two arpents in front by forty in depth, bounded in front by lands of the claimant, and in rear by unlocated lands, northeast by the rear of Maurice Moran's lands, and on the southwest by those of Robert McDougall.

Whereupon, Robert McDougall was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the claimant was in possession and occupancy of the premises, and improved the same, and has continued so to this day. There is about half an acre of ground under improvement; a house was built in 1780, and was burnt down two years ago; another has been erected since; there are no fences at present on the premises; the claimant has always cut his firewood on the premises, and has prevented others from doing so.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 453; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 454. ROBERT McDOUGALL.—The Board took into consideration the claim of Robert McDougall to a tract of land; and the notice by him filed 2d instant was read in the words and figures following, to wit:

To the Register of the United States' Land Office at Detroit.

DETROIT, November 28, 1808.

SIR: Please take notice that I claim title to a tract of land in the district of Detroit, situate, lying, and being on what is commonly called the second concession, of three acres in front by forty in depth, bounded in front by my lands, and in rear by those of the United States, on the northeast by the rear of Benoit Chapoton's lands, and on the southwest by those of the estate of the late Simon Campeau, deceased. I claim title to this tract of land by virtue of possession, occupancy, and improvements made thereon by me previous to 1796, and continued to this day.

ROBERT McDOUGALL.

This tract contains, by estimation, one hundred and twenty arpents, it being three arpents in front by forty in depth, bounded in front by lands of the claimant, in rear by unlocated lands, northeast by the rear of Benoit Chapoton's lands, and on the southwest by lands of the estate of Simon Campeau.

Whereupon, Benoit Chapoton was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the claimant was in possession, and improved the premises.

There is half an acre under improvement; a house was built some years ago, and burnt down since; another house was erected last year, which is still standing; the claimant has always cut his wood on the premises, and has prevented others from doing so.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 454; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 455. JEAN BAPTISTE BEAUGRAND.—The Board took into consideration the claim of Jean Baptiste Beaugrand to a tract of land, situate on river Rouge, which was entered with the former Commissioners of the Land Office at Detroit, in volume 1, page 317, under the date of 30th November, 1805.

This tract contains, by estimation, — arpents, it being three arpents in front, extending in depth to the St. Cosme family's lands, on one side by lands of widow Delille, and on the other side by lands of Colonel Francis Chabert.

Whereupon, Louis Laferté, Jun. was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, Bernard Campeau was in possession and occupancy of the premises, and continued so until he sold to the claimant, who has possessed and tenanted the same to this day. Twenty-five arpents are cultivated and enclosed, with a house and an orchard.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 455; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

Adjourned to to-morrow, at nine o'clock in the forenoon.

THURSDAY, December 8, 1808.

The Board met at nine o'clock in the forenoon, pursuant to adjournment.

No. 456. JOSEPH MENARD.—The Board took into consideration the claim of Joseph Menard to a tract of land, situate at la Grande Coulée, near river Raisins; and the notice by him filed 7th instant was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, December 7, 1808.

Please take notice, and enter with the Commissioners of the Land Office at Detroit my claim to a tract of land in the district of Detroit, situate, lying, and being at a place called Grande Coulée, or Plaisance, containing, by estimation, one hundred arpents, it being four arpents in front by twenty-five in depth, bounded in front by the rear of lands of the claimant, and in rear by the settlement of Otter creek, on the west by the Miamis road, and on the east by Francois Robert. I claim title by virtue of possession, occupancy, and improvements made by me thereon previous to 1796, and continued to this day.

For JOSEPH MENARD, Ser.

BAPTISTE ST. AMOUR, his \times mark.

Witness, LAMBERT LAFOY.

This tract contains, by estimation, one hundred arpents, it being four arpents in front by twenty-five in depth, bounded in front by the rear of the lands of the claimant, in rear by the settlement on Otter creek, west by the Miamis road, and east by lands of Francois Robert.

Whereupon, Baptiste St. Amour was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the claimant was in possession and occupancy of the premises, and had begun to cultivate part of the tract, and built a house, and has continued so to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 456; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 457. JOHN MCGREGOR.—The Board took into consideration the claim of John McGregor to a tract of land, situate on river St. Clair; and the notice filed 7th instant was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, December 7, 1808.

Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim to a tract of land, situate on river St. Clair, containing three arpents in front by eighty in depth, bounded in front by river St. Clair, in rear by unconceded lands, northeast by Jacques Toulouze, and southwest by Jacob Thomas. I claim by virtue of possession, occupancy, and improvements made by me or those from whom I derive title.

For JOHN MCGREGOR,

ALEXANDER HARROW.

This tract contains, by estimation, two hundred and forty arpents, it being three arpents in front by eighty in depth, bounded in front by river St. Clair, in rear by unconceded lands, northeast by Jacques Toulouze, and southwest by Jacob Thomas.—Postponed for evidence.

No. 458. SIMON YAX.—The Board took into consideration the claim of Simon Yax to a tract of land, situate at Grosse Pointe, on lake St. Clair; and the notice by him filed this day was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, December 8, 1808.

Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim to the farm on which I now live, situate at Grosse Pointe, containing one arpent four perches and four and a half feet in front by eighty in depth, bounded in front by lake St. Clair, in rear by unconceded lands, northeast by Charles Rivard, and southwest by John Yax. I claim by virtue of possession, occupancy, and improvements made by me.

SIMON YAX.

This tract contains, by estimation, — arpents, it being one arpent four perches and four and a half feet in front by eighty arpents in depth, bounded in front by lake St. Clair, in rear by unconceded lands, northeast by lands of Charles Rivard, and southwest by lands of John Yax.

Whereupon, John Grant was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the claimant was in possession and occupancy of the premises, and has continued so to this day without any interruption. Twenty arpents are cultivated and enclosed, with a dwelling-house and stables.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 458; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 459. JACQUES LASSELLE.—The Board took into consideration the claim of Jacques Lasselle to a tract of land, situate on river Raisins, which was entered with the former Commissioners of the Land Office at Detroit, in volume 1, page 234, under the date of 27th November, 1805.

This tract contains, by estimation, three hundred and sixty arpents, it being three arpents in front by one hundred and twenty in depth, bounded in front by river Raisins, in rear by unlocated lands, on one side by lands of Louis Robidou, and on the other by lands of Chrysostome Villers.

Whereupon, Captain Joseph Jobin was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, Pierre Demuse was in possession and occupancy of the premises, and continued so until he sold to the claimant, who has occupied or tenanted the premises to this day: about thirty arpents are cultivated; there is a dwelling-house and a barn erected thereon.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 459; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 460. JACQUES LASSELLE.—The Board took into consideration the claim of Jacques Lasselle to a tract of land, situate on the north side of river Raisins, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 234, under the date of 27th November, 1805.

This tract contains, by estimation, three hundred arpents, it being three arpents in front by one hundred in depth, bounded in front by river Raisins, in rear by unlocated lands, east by lands of ——— Baron, and west by lands of John Loveless.

Whereupon, Captain Joseph Jobin was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, Etienne Robidou was in possession and occupancy of the premises, and continued so until he sold to the claimant, who has caused the same to be cultivated every year to this day: about twelve arpents are cultivated and enclosed.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 460; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 461. JACQUES LASSELLE.—The Board took into consideration the claim of Jacques Lasselle to tract of land, situate on the north side of river Raisins, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 234, under the date of 27th November, 1805.

This tract contains, by estimation, three hundred and sixty arpents, it being three arpents in front by one hundred and twenty in depth, bounded in front by river Raisins, in rear by unlocated lands, on one side by lands of Charles Robidou, and on the other side by lands of the widow Cloutier.

Whereupon, Captain Joseph Jobin was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, Antoine Beauregard was in possession and occupancy of the premises, and continued so until he sold to the claimant, who has caused the same to be cultivated every year to this day: more than thirty arpents are cultivated, with a dwelling-house and a barn on the premises.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 461; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 462. JACQUES AND FRANCOIS LASSELLE.—The Board took into consideration the claim of Jacques and Francois Lasselle to a tract of land, situate on the north side of river Raisins, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 234, under the date of 27th November, 1805.

This tract contains, by estimation, three hundred and sixty arpents, it being three arpents in front by one hundred and twenty in depth, bounded in front by river Raisins, in rear by unlocated lands, west by lands of Villers St. Louis, and east by lands of the claimants.

Whereupon, Jacques Martin was brought forward as a witness in behalf of the claimants, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, Amable Bellair was in possession and occupancy of the premises, and continued so until he sold to the claimants, who have caused the same to be cultivated every year to this day: sixty arpents are cultivated, with a dwelling-house and out-houses on the premises.

And thereupon it doth appear to the commissioners that the claimants are entitled to the above described tract of land, and that they have a certificate thereof, which certificate shall be No. 462; and that they cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to to-morrow, at nine o'clock in the forenoon.

FRIDAY, December 9, 1808.

The Board met at nine o'clock in the forenoon, pursuant to adjournment.

No. 463. JACQUES AND FRANCOIS LASSELLE.—The Board took into consideration the claim of Jacques and Francois Lasselle to a tract of land, situate on the north side of river Raisins, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 234, under the date of 27th November, 1805.

This tract contains, by estimation, three hundred arpents, it being three arpents in front, bounded as follows, to wit, beginning on the upper side at the corner of William Robb and brother's lands, and running down said river three arpents, to the lands of the claimants' line one hundred arpents, thence a westerly course, three arpents, to the place of beginning.

Whereupon, Israel Ruland was brought forward as a witness in behalf of the claimants, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, Pierre Foucreau, dit Missac, was in possession and occupancy of the premises, and continued so until he sold to the deponent, who sold to Alexander Ewings, from whom the claimants have purchased, and have caused the same to be cultivated every year to this day: thirty arpents are cultivated, with a house, barn, and fruit trees on the premises.

And thereupon it doth appear to the commissioners that the claimants are entitled to the above described tract of land, and that they have a certificate thereof, which certificate shall be No. 463; and that they cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 464. JACQUES LASSELLE.—The Board took into consideration the claim of Jacques Lasselle to a tract of land, situate on the south side of river Raisins, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 234, under the date of 27th November, 1805.

This tract contains, by estimation, one hundred and twenty arpents, it being three arpents in front by forty in depth, bounded in front by said river Raisins, in rear by unlocated lands, on one side by lands of Joseph Bissonet, and on the other side by lands of Israel Ruland.

Whereupon, Captain Joseph Jobin was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, Joseph Pouget was in possession and occupancy of the premises, and continued so until he sold to Jean Batiste Laplante, from whom the claimant has purchased, and has caused the same to be cultivated every year to this day: about forty-five arpents are cultivated.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 464; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 465. JACQUES LASSELLE.—The Board took into consideration the claim of Jacques Lasselle to a tract of land, situate on the north side of river Raisins, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 234, under the date of 27th November, 1805.

This tract contains, by estimation, ——— arpents, it being three arpents three perches in front by one hundred and twenty in depth, bounded in front by river Raisins, in rear by unlocated lands, east by lands of Joseph Carié, and west by lands of Amable Bellair.

Whereupon, Captain Joseph Jobin was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, Etienne Robidou was in possession and occupancy of the premises, and continued so until he sold to Peter Audrain, who sold to Etienne Navarre, from whom the claimant has purchased, and has caused the same to be cultivated every year to this day by his tenants: about one hundred and five arpents are cultivated; a dwelling-house and barn are erected thereon.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 465; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to to-morrow, at nine in the forenoon.

SATURDAY, December 10, 1808.

The Board met at nine in the forenoon, pursuant to adjournment.

No. 466. ANTOINE RIVARD.—The Board took into consideration the claim of Antoine Rivard to a tract of land, situate on the north side of river Raisins; and the notice by him filed was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, December 10, 1808.

Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim to a tract of land, situate on the north side of river Raisins, containing three arpents and a half in front by one hundred and twenty in depth, bounded in front by river Raisins, in rear by unlocated lands, above by lands of Whitmore Knagges, and below by the heirs of Francois Menard, deceased. I claim by virtue of possession, occupancy, and improvements made by me.

ANTOINE RIVARD, his \times mark.

Witness, PETER AUDRAIN.

This tract contains, by estimation, four hundred and twenty arpents, it being three and a half arpents in front by one hundred and twenty in depth, bounded in front by river Raisins, in rear by unlocated lands, above by lands of Whitmore Knagges, and below by lands of the heirs of Francois Menard, deceased.

Whereupon, Captain Joseph Jobin was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, a long time previous to the 1st July, 1796, the claimant was in possession and occupancy of the premises, and has continued so to this day: about fifty arpents are cultivated; a dwelling-house and barn, &c. are erected.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 466; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 467. JACQUES LASSELLE.—The Board took into consideration the claim of Jacques Lasselle to a tract of land, situate on the north side of river Raisins, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 234, under the date of November 27, 1805.

This tract contains, by estimation, four hundred and eighty arpents, it being four arpents and three perches in front by one hundred and twenty in depth, bounded in front by river Raisins, in rear by unlocated lands, above by lands of the claimant, and below by lands of Baptiste Lapointe.

Whereupon, Captain Joseph Jobin was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, Colonel Antoine Beaubien was in possession and occupancy of the premises, and continued so until he sold to Captain Jobin, from whom the claimant has purchased, January 9, 1798, and has caused the same to be cultivated every year without interruption to this day: about forty arpents are cultivated: there is a house, barn, &c. on the premises.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 467; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 468. FRANCOIS DELAILE.—The Board took into consideration the claim of Francois Delaile to a lot of land, situate on the north side of river Raisins, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 333, under the date of November 30, 1805.

This lot contains one hundred and seven feet, French measure, in front by — feet in depth, beginning from the river bank in a northwest direction, twenty feet measure aforesaid in rear of a small house on the said premises, which are near the meeting-house of the Roman Catholics.

Whereupon, Baptiste Rivard was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the claimant was in possession and occupancy of the premises, and has continued so to this day: a house and a shop are erected thereon.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 468; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 469. JACQUES MARTIN.—The Board took into consideration the claim of Jacques Martin, as grantee of Joseph Jobin, to a tract of land, situate on the north side of river Raisins, being three arpents in front by one hundred and twenty in depth, part and parcel of a large tract of six and a half arpents in front by one hundred and twenty in depth, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 201, under the date of 23d November, 1805.

This tract contains, by estimation, three hundred and sixty arpents, it being three arpents in front by one hundred and twenty in depth, bounded in front by river Raisins, in rear by unlocated lands, on both sides by lands of Jacques and Francois Lasselle.

Whereupon, Israel Ruland was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, the claimant was in possession and occupancy of the premises previous to the 1st July, 1796, and has continued without interruption to this day: about seventy arpents are in cultivation; a house and barn are erected on the premises.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 469; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 470. GABRIEL FONTAINE.—The Board took into consideration the claim of Gabriel Fontaine to a tract of land, situate on river aux Sables; and the notice by him filed on the 8th instant was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, December 8, 1808.

Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim to a tract of land, situate on river aux Sables, containing two arpents in front by twenty-five in depth, bounded in front by river

aux Sables, in rear by the river Raisins settlements, west by Baptiste Fontaine, and east by Joseph Morisseau. I claim by virtue of possession, occupancy, and improvements made by me or those from whom I derive title.

GABRIEL FONTAINE, his x mark.

Witness, PETER AUDRAIN.

This tract contains, by estimation, fifty arpents, it being two arpents in front by twenty-five in depth, bounded in front by river aux Sables, in rear by lands of river Raisins settlement, west by lands of Baptiste Fontaine, and east by lands of Joseph Morisseau.

Whereupon, Baptiste Le Duc was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, Pierre Solo was in possession and occupancy of the premises, and continued so until he sold to the claimant, who possessed and cultivated the same to this day: sixteen arpents are cultivated, and a house is thereon erected.

The claimant, in support of his claim, exhibited a deed in the words and figures following, to wit:

L'an mil huit cent sept, le six Juin, avant midi, est présent le Sieur Batiste Solo, résidant à la rivière aux Sables, paroisse de St. Antoine, territoire de Michigan, district d'Erie, lequel a par ces présentes reconnu et confessé avoir vendu, cédé, quitté, et transporté, dès maintenant et pour toujours, à Gabriel Fontaine, deux arpents de terre de front sur vingt-cinq, plus ou moins, de profondeur, à aboutir aux terres de la rivière aux Raisins, sans en rien retenir, ny réserver, tel quelle se poursuit et comporte, tant en terre labourée que labourable, prairie et bois de bout, maison et clôtures, &c. tenant à l'ouest à Batiste Fontaine, et à l'est à Joseph Morisseau, pour prix et somme de quatre-vingt pounds, cours de la Nouvelle York, dont le dit vendeur reconnoit avoir reçu comptant le paiement, dont quitte; c'est pourquoi il s'est démanté, dessaisi, dès maintenant et pour toujours, pour par le dit acquéreur jouir et cultiver à son gré, ses heirs, et ayant cause, lui garantissant de tous troubles, dettes, hypothèques généralement quelconque, laquelle dite terre il a eu de son héritage, par la mort de son père Pierre Solo; c'est pourquoi il a joui paisiblement, en toute propriété à lui appartenant, et est autorisé de la vendre et d'en disposer à son gré. En foy de quoy, j'ai signé le présent, par ma marque ordinaire, présence de témoins, et a posé mon cachet, après lecture faite, le jour et an que dessus.

JEAN BATISTE SOLO, sa x marque. [L. s.]
GABRIEL FONTAINE, sa x marque. [L. s.]
JOSETTE SOLO. sa x marque [L. s.]

PIERRE DOUCETTE,
J. PORLIER BENAC.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 470; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 471. JOSEPH JOBIN, pre-emption right.—The Board took into consideration the claim of Captain Joseph Jobin of a right of pre-emption to a tract of land, situate on Otter creek; and the notice by him filed the 9th instant was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, December 10, 1808.

Take notice that I claim the right of pre-emption to a tract of land, situate, lying, and being on the south side of Otter creek, in the district of Detroit, containing fifteen acres, it being three acres in front by five in depth, bounded in front by said creek, and on every other side by unlocated lands.

JOSEPH JOBIN.

Whereupon, Jacques Martin was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, for these nine years past, the claimant has possessed and cultivated the same, and has now completed a grist mill, and is now in possession of the same.

And thereupon it doth appear to the commissioners that the claimant is entitled to the right of preference to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 471; and that he return the same, together with a receipt from the Receiver of Public Moneys, for at least one-fourth part of the purchase money to the Register of the Land Office at Detroit, on or before the 1st day of January next.

And then the Board adjourned to Monday next, at nine in the forenoon.

MONDAY, December 12, 1808.

The Board met at nine in the forenoon, pursuant to adjournment.

No. 472. FRANCIS CHABERT.—The Board took into consideration the claim of Colonel Francis Chabert to a tract of land, situate on the south side of river Raisins, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 177, under the date of January 24, 1805.

This tract contains, by estimation, six hundred acres, it being six acres in front by one hundred in depth, bounded in front by river Raisins, in rear by unlocated lands, above by lands of the late Louis Cousineau, and below by lands of Hyacinthe Lajoye.

Whereupon, Captain Joseph Jobin was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, a long time previous to the 1st July, 1796, the claimant was in possession, and tenanted the premises, and has kept tenants on the same without any interruption to this day: about twenty-seven arpents are cultivated and enclosed.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 472; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 473. JACQUES LASSELLE.—The Board took into consideration the claim of Jacques Lasselle to a tract of land, situate on river Detroit, which was entered with the former Commissioners of the Land Office at Detroit, in volume 1, page 234, under the date of 27th November, 1805.

This tract contains, by estimation, one hundred and twenty arpents, it being three arpents in front by forty in depth, bounded in front by river Detroit, in rear by unlocated lands, east-northeast by lands of Francois Lafontaine, and west-southwest by lands of Colonel Francis Chabert.

Whereupon, Colonel Francis Chabert was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the claimant was in possession and occupancy of the premises, and has continued so to this day: very valuable improvements are on the premises.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 473; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 474. J. AND F. LASSELLE.—The Board took into consideration the claim of James and Francis Lasselle to a tract of land, situate on river Detroit; and the notice by them filed the 20th July last was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, July 20, 1808.

Take notice that we now enter with the Commissioners of the Land Office at Detroit our claim to a tract of land, situate on river Detroit, containing two arpents in front by forty in depth, bounded in front by river Detroit, in rear by unconceded lands, on one side by Colonel Gabriel Godfroy, and on the other side by Colonel Chabert. We claim and set up title by virtue of possession, occupancy, and improvements made by us or those from whom we derive title.

J. & F. LASSELLE.

This tract contains, by estimation, eighty arpents, it being two arpents in front by forty in depth, bounded in front by river Detroit, in rear by unlocated lands, on one side by lands of Colonel Gabriel Godfroy, and on the other by lands of Colonel Francis Chabert.

Whereupon, Colonel Francis Chabert was brought forward as a witness in behalf of the claimants, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the late Alexis Delisle, deceased, was in possession and occupancy of the premises, and continued so until he died; that, after his death, the widow and children occupied the same until they sold to the claimants, who have possessed and tenanted the same to this day; there are valuable improvements thereon.

The claimants, in support of their claim, exhibited a deed in the words and figures following, to wit:

TERRITOIRE DE MICHIGAN, District du Detroit:

Par devant les témoins soussignés, fut présent dame veuve de feu Alexis Delisle, demeurant à la côté du sud-ouest, dans la paroisse de Saint Anne, du district du Detroit, laquelle reconnoit avoir vendu, cédé, quitté, transporté, et délaissé, des maintenant et à toujours, promet faire jouir et garantir de toutes dettes et hypothèques, dons, douaires, évictions, aliénations, substitutions, et de tous troubles généralement quelconques, à Messieurs Jacques et François Lasselle, négociants, demeurant aussi à la susdite côté du sud-ouest, à ces présentes acceptants acquéreurs, pour eux, leurs hoirs, et ayant cause à l'avenir, une terre ou plantation sise et située dans la ditte côté du sud-ouest, et usdit district, consistante en deux arpents de front et quarante de profondeur, bornée par devant par la rivière du Detroit, et par derrière par les terres non concédées, au sud-ouest par la terre du Major Gabriel Godfroy, et au nord-est par celle de Colonel Chabert Joncaire; ensemble les bâtiments susconstruits, circonstances, et dépendances, sans par la ditte vendeuse en rien excepter, réserver, ni retenir, excepté un certain lot ou emplacement sur lequel est bâtie la distillerie de Messieurs Godfroy et Beaugrand, lequel emplacement consiste de cent quatre vingt douze pieds de front sur la ditte rivière du Detroit, à prendre du bord de l'eau, et trois cent dix pieds en profondeur, plus ou moins; que les dits acquéreurs disent bien connoître et savoir, et dont ils sont contents et satisfaits.

Cette vente, cession, transport, et délaissement, ainsi fait pour et moyennant la somme de cinq cent cinquante pounds, cours de la Nouvelle York, sur laquelle somme la ditte vendeuse reconnoit avoir reçu comptant cent pounds, moitié en argent, et moitié en marchandises, et deux cent vingt-cinq pounds, que les dits acquéreurs ont payé au Sieur Joseph Delisle, pour une terre sise et située sur la rivière Rouge, dans le district du Detroit, contenant trois arpents de front sur quarante de profondeur, tenant d'un côté à Jean Baptiste Chicot, et de l'autre côté à Alexis Cerat, dit Coquillard, dont la ditte dame Delisle reconnoit avoir reçu possession avant la passation des présentes, et dont elle dit être contente.

Quant aux deux cent vingt-cinq pounds, cours de la Nouvelle York, que restent dûes pour balances et entier payement de la présente vente, les dits Sieurs Jacques et François Lasselle promettent et s'obligent de les payer à la ditte dame veuve de feu Alexis Delisle, ses hoirs, ou ayant cause à l'avenir, de la manière suivante, savoir: l'espace de cinq années, à compter du premier de Juillet présent mois, c'est à dire, cinquante pounds au premier de Juillet, de chacune des quatre premières années, et vingt-cinq pounds au premier de Juillet de la cinquième année, avec l'intérêt de six pour cent, sur la totalité de la susdite somme de deux cent vingt-cinq pounds, ainsi due, dont moitié en argent et moitié en marchandises au prix d'argent.

Les dits Jacques et François Lasselle s'engagent et s'obligent en outre envers la ditte dame veuve Delisle, de lui bâtir, ou faire bâtir, sur la ditte terre, qu'elle a reçu de Joseph Delisle, comme il dit cy-dessus, une maison de pièces sur pièces de trente pieds de large sur vingt-cinq pieds de profondeur, dix pieds de poteaux et couverte en bardeaux, avec une cheminée double en briques placée au milieu de la ditte maison, les joints tirés en dedans et en dehors, six ouvertures complètes de quatre verres de large et cinq de haut, une porte à panneaux, avec les pentures, les contrevents simples à queues d'aronde, planches haut et bas, celui d'en haut blanche, et celui d'en bas non blanche, double sole à la maison, la ditte maison sera divisée en quatre parties à cloisons simples, avec trois portes dans les dits cloisons.

Et pour sûreté du payement de la susdite somme de deux cent vingt-cinq pounds, avec intérêt due, comme dit est, sur la présente vente, les dits J. & F. Lasselle ont de ce moment affecté et hypothéqué à la ditte dame veuve Delisle, ses hoirs, et ayant cause à l'avenir, la ditte terre susvendue, laquelle restera affecté et hypothéqué jusqu'au parfait et entier payement, une obligation ne dérogeant à l'autre.

Au moyen de ce que dessus et des autres parts, la ditte dame veuve d'Alexis Delisle a de ce moment transporté, et par ces présentes transporte aux dits J. & F. Lasselle, leurs hoirs, ayant cause à l'avenir, tous et tels droits de propriété, noms, raisons, actions, et tous autres droits qu'elle a et pouvoit avoir sur la ditte terre susvendue, voulant et entendant qu'ils en soient mis en bonne possession et seigneurie, par qui et ainsi qu'il appartiendra en vertu des présentes, et qu'il jouissent et disposent comme d'un bien justement acquis. Car ainsi sont convenues les parties de bonne foy, &c.

Fait et passé double entre les parties en la maison de la ditte veuve d'Alexis Delisle, a la côté du sud-ouest susdit district, le 15ème jour de Juillet 1806; et les parties ont signé et scellé en présence de témoins après que lecture leur a été faite des présentes.

MARIANNE Veuve DELISLE, sa × marque, [L. s.]
J. & F. LASSELLE. [L. s.]

Signé, scellé, et délivré, en présence de CHABERT JONCAIRE,
FRANÇOIS LAFONTAINE.

TERRITORY OF MICHIGAN, to wit:

Personally appeared before the undersigned, one of the justices assigned to keep the peace in the district of Detroit, the above named widow Delisle, and J. and F. Lasselle, and they all acknowledge the foregoing instrument of writing to be their free and voluntary act and deed for the purposes therein contained, and that, as such, it may be recorded.

In testimony whereof, I have hereunto set my hand and seal, the 15th day of July, 1806.

PETER AUDRAIN, J. P. D. D. [L. s.]

Nous soussignés, Alexis Delisle, Bienvenu Delisle, Joseph Delisle, Batiste Delisle, Isidore Delisle, et Antoine Peltier, stipulant pour mon épouse Monique Delisle, tous enfants et héritiers de défunt Alexis Delisle, notre pere, reconnoissent avoir reçu de dame Marianne Delisle, notre mere, plein et entier payement de nos droits respectifs à la succession de notre susdit défunt pere, et déclarons n'avoir aucunes prétentions sur la terre que la susdite dame Marianne Delisle a vendu ce jour à Messieurs J. et F. Lasselle, ainsi qu'ils — par le contrat cy-dessus et de l'autre part, et qu'elle avait plein droits et autorité de la vendre comme lui appartenant en propre. En foy de quoy, nous avons signé et scellé en présence de témoin, le 15 Juillet, 1806.

BIENVENU DELISLE, sa × marque. [L. s.]
ISIDORE DELISLE, sa × marque. [L. s.]
JOSEPH DELISLE, sa × marque. [L. s.]
JEAN BAPTISTE DELISLE, sa × marque. [L. s.]
ANTOINE PELTIER, sa × marque. [L. s.]

Pour mon épouse
Signé et scellé en présence de PETER AUDRAIN, J. P.

And thereupon it doth appear to the commissioners that the claimants are entitled to the above described tract of land, and that they have a certificate thereof, which certificate shall be No. 474; and that they cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 475. JACQUES LASSELLE.—The Board took into consideration the claim of Jacques Lasselle to two tracts of land, situate on the forks of river Ecorces, now united into one farm, which were entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 234, under the date of 27th November, 1805.

This farm contains, by estimation, ——— arpents, it being six arpents in front, extending in depth to the line of St. Cosme family's lands, bounded below by lands of Batiste Cicot, and above by lands of Godfroy and Beau-grand.

Whereupon, Colonel Francis Chabert was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st of July, 1796, Isidore Delisle and Bienvenu Delisle were in possession and occupancy each of a tract, and continued so until they sold to the claimant.

Jean Batiste Chicot, another witness sworn, deposed and said, that he himself had cultivated the premises four or five years previous to July, 1796, and has continued to this day with the permission of the claimant, and that there are on the premises a grist and a saw mill.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 475; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 476. GEORGE MELDRUM.—The Board took into consideration the claim of George Meldrum, part his own and as grantee of William Park, Gabriel Godfroy, and George McDougall, to a tract of land, situate on river aux Roches; and the notice by him filed was read in the words and figures following, to wit:

TERRITORY OF MICHIGAN:

To the Register of the United States' Land Office at Detroit.

SIR:

DECEMBER 8, 1808.

I, George Meldrum, of the district of Detroit, in said territory of Michigan, do hereby give notice, and make entry in the Land Office, &c. that I claim to hold to myself and heirs, a certain tract of land, of six hundred and forty acres or thereabout, situate upon Sandy and Rocky creeks, in the district of Erie, and territory of Michigan, and within the limits of the United States' lands, district of Detroit; which said tract of land and premises, which I do hereby give notice of claim, and make entry, is bounded and described as follows, to wit: commencing on the northerly side of Sandy creek, at the place where the road leading from Detroit to the State of Ohio strikes said creek; thence, with the general course of said road, about north forty-five degrees east, to a point upon Stony creek, to a boundary below the saw mill and northwest corner of land claimed by George McDougall; thence, in the same course across said Stony creek, below the saw and grist mill, about twenty-six rods, to a place commonly called the northeast corner of the four acre lot; thence, north forty-five degrees west, twenty-six rods, to the bank of said Stony creek; thence, running up said creek, with the meanders thereof, one hundred and twenty Gunter's chains; thence, south forty-five degrees west, until said line strikes the northerly bank of Sandy creek aforesaid; thence, down the northerly side of said Sandy creek, following the meanders thereof, to the place of beginning. The said George Meldrum makes title and claims to himself and his heirs, in and to said tract of land and premises, by virtue of a purchase thereof, and also by virtue of long and continued possession, occupancy, and valuable improvements made and done upon said premises by himself and those under whom he derives title and claim in and to said premises.

For GEORGE MELDRUM,

SOL. SIBLEY, Attorney.

This tract contains, by estimation, six hundred and forty acres, is situated and bounded as in the above notice.

Whereupon, Francois Valiquet was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, two years and a half previous to the 1st July, 1796, he, the deponent, had improved about eight acres on a tract on river aux Sables, of three acres by forty; that he afterwards sold his improvements to McDougall and Meldrum, to wit, in the year 1799, until which time he remained on the premises, and also one year after he had sold, as a tenant to McDougall and Meldrum.

Francois Navarre, Esq. another witness sworn in behalf of the claimant, deposed and said, that he knows of Valiquet improving the above described tract; that, in January or February, 1796, and several times before, he, the deponent went at the request of Francois Pepin, and forbid the said Francois Valiquet to work on said tract of land, it being claimed by said Francois Pepin. That, immediately after said Francois Valiquet left the premises, a man by the name of Chevre cultivated the same as a tenant of Meldrum and Park and McDougall, and remained thereon two years; that, immediately after, Mr. Porlier Benac went and lived on it; and since he left it, the deponent saith, that, to the best of his recollection, tenants have been kept on the premises constantly to this day. The deponent further saith, that the improvements made by Valiquet lay above the road leading from Detroit to river Raisins, and upon the northerly side of Sandy creek; and further knows, that the said improvements of Valiquet are on the same tract set forth in the notice of the claimant; that there are valuable improvements thereon, such as a saw mill and grist mill, houses, &c.

The claimant, in support of his claim, exhibited a deed of bargain and sale in the words and figures following, to wit:

This deed of indenture, of four parts, made and executed at Detroit in the district of Detroit, and territory of Michigan, this 24th day of October, in the year of our Lord one thousand eight hundred and eight, by and between George McDougall, of said district, Esquire, of the first part; Gabriel Godfroy, Sen. of the district of Detroit, yeoman, of the second part; William Park, of Sandwich, in the province of Upper Canada, merchant, of the third part; and George Meldrum, of the district of Detroit aforesaid, yeoman, of the fourth part; witnesseth, that the said George McDougall, Gabriel Godfroy, and William Park, for and in consideration of the sum of three thousand dollars, lawful money of the United States of America, to them in hand well and truly paid, at or before the sealing and delivery of these presents, by the said George Meldrum, the receipt whereof they do jointly and severally acknowledge to have received, and him, the said George Meldrum, his heirs, executors, and administrators, and every of them, by these presents, do exonerate and acquit therefrom forever, have bargained, sold, conveyed, released, and confirmed, and by these presents do bargain, sell, convey, release, and confirm, and each according to his interest therein, to the said George Meldrum, his heirs and assigns, forever, all that certain tract of land and premises, situate and lying in the district of Erie, in the said territory of Michigan, upon Stony and Sandy creeks, and containing, by estimation, six hundred and forty acres, more or less, with the saw mill and grist mill, and all other buildings and improvements thereon made, erected, and standing, and which said tract of land and premises is bounded and designated as follows, to wit: beginning on the northerly bank of Sandy creek, at a point where the road leading from Detroit to the State of Ohio strikes said creek; thence, following the general course of said road in a direction of north forty-five degrees east or nearly that point, to a point or boundary on Stony creek, where said road leading to Detroit crosses said creek, below or near the saw and grist mill thereon erected; thence, across said creek, in the same course, twenty-six rods, to the corner of what is called the four acre lot; thence, north forty-five degrees west, twenty-six rods or thereabout; thence, south forty-five degrees west, until it strikes said Stony creek; thence, running up said creek upon the northerly side thereof, following the meanders thereof, one hundred and twenty Gunter's chains, more or less; thence, south forty-five degrees west, until it strikes Sandy creek aforesaid; thence, running down the northerly side of Sandy creek, following the meanders thereof, to the place of beginning, at the crossing of the creek by the road aforesaid: to have and to hold the said tract of land and premises above

described, with the saw mill and grist mill, buildings, and improvements thereon erected, made, and standing, with all and singular the privileges and appurtenances, of every name and description, thereto belonging or appertaining, to the said George Meldrum, his heirs and assigns, and to his and their only proper use, benefit, and behoof, forever. And the said George McDougall, Gabriel Godfrey, and William Park, for themselves respectively, and their respective heirs, do covenant and agree, to and with the said George Meldrum, his heirs and assigns, that they have not either of them done any act or thing whatsoever, nor will they do or cause to be done any act or thing, whereby the right, claim, and interest of the said George Meldrum, his heirs and assigns, may, might, or can be injured or affected, in and to said tract of land and premises. And the said George McDougall, Gabriel Godfrey, and William Park, do by these presents, respectively, in regard to his own interest in and to the above described premises, for himself and his heirs, warranty the said premises to the said George Meldrum, his heirs and assigns, against themselves respectively, and their respective heirs, and all other persons claiming or to claim under or through them respectively, firmly by these presents.

In witness whereof, all and singular the above premises, the parties to these presents have hereunto interchangeably set their hands and seals, at Detroit aforesaid, the day, month, and year, first above written.

GEORGE McDUGALL, [L. S.]
G. GODFREY, [L. S.]
WILLIAM PARK, [L. S.]
GEORGE MELDRUM. [L. S.]

Signed, sealed, and delivered, in presence of
SOLOMON SIELEV,
WILLIAM BROWN.

The claimant also exhibited three receipts, in the words and figures following, to wit:

Reçu à la rivière aux Raisins, le 30ème jour d'Avril, 1799, du Sieur George McDougall, une livre de café et dix pounds en marchandises, pour acquit de dix pounds qu'il a entrepris, par son billet, de me payer ici, pour les fraix que j'ai fait sur une de ses terres à la rivière aux Sables, et quand il aura payé les vingt pounds au Detroit, au Sieur John Askin, père, comme il est convenu, il a sera pour acquit des trente pounds York, montant des fraix, estimés, sous serment, par Joseph Menard et Etienne Lebeau, que j'ai fait sur la ditte terre, et sera pour acquit d'icelle et de tous droits, &c.

FRANCOIS VALIQUET, sa x marque. [L. S.]

LE CAVELIER, témoin.

Reçu à la rivière aux Raisins, le sixième de May, 1799, du Sieur George McDougall, le reçu du Sieur John Askin, père, pour vingt pounds, qu'il a reçu des Sieurs Meldrum et Park, sur mon compte, lesquelles vingt pounds, avec les dix pounds que j'ai reçu du Sieur George McDougall, comme en l'autre part, sont pour acquit des fraix que j'ai fait sur une terre à la rivière aux Sables, appartenant au dits Sieurs George McDougall et George Meldrum.

FRANCOIS VALIQUET, sa x marque.

Témoin.

Reçu à la rivière aux Roches, le 31er Août, 1803, du Sieur George McDougall, cinq minots de bled froments par un transport chez Louis Bernard, dit Lajoye, avec une paire de taureaux et vingt piastres, et une petite terre que j'ai cédé à mon frère Batiste, lesquels sont pour acquit des fraix que j'ai fait sur une de ces terres à la rivière aux Sables, plus haut que celle ou Monsieur Benac reste: moi, Louis Fontaine, j'ai fait ma marque ordinaire, après lecture faite, et posé mon cachet aussi.

LOUIS FONTAINE, sa x marque.

En présence de JEAN BTE. LASSELLE, témoin.

Postponed.

No. 477. JACQUES AND FRANCOIS LASSELLE.—The Board took into consideration the claim of James and Francois Lasselle to a tract of land, situate on the north side of river Raisins, and the notice by them filed the 10th instant, was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, December 10, 1808.

Take notice that we now enter with the Commissioners of the Land Office at Detroit our claim to a tract of land, situate on river Raisins, which was formerly entered by ourselves (claim No. 31, in volume 1, page 234, under the date of 27th November, 1805,) in behalf of the heirs of the late Louis Cousineau, deceased, and now sold to us by Jean Duseau, administrator to the estate of said Cousineau, as per deed herewith to be recorded. We claim by virtue of possession, occupancy, and improvements made by us or those from whom we derive title.

JACQUES AND FRANCOIS LASSELLE,

This tract contains, by estimation, — arpent, it being three arpents one perch in front by one hundred and twenty arpents in depth, bounded in front by river Raisins, in rear by unlocated lands, east and west by lands of the claimants.

Whereupon, Captain Joseph Jobin was brought forward as a witness in behalf of the claimants, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the late Louis Cousineau was in possession and occupancy of the premises, and continued so until he died; that Jean Duseau, administrator to the estate, sold the same to the claimants, who have possessed and tenanted the same to this day: about seventy-five arpents are in cultivation, a dwelling-house, barn, and out-houses are erected on the premises.

The claimants, in support of their claim, exhibited a deed in the words and figures following, to wit:

TERRITOIRE DE MICHIGAN, *District d'Erie*:

Par devant les témoins soussignés fut présent Jean Duseau, administrateur de la succession de feu Louis Bazil Cousineau, lequel en sa ditte qualité a reconnu, et par ces présentes reconnait avoir vendu, cédé, transporté, et délaissé, dès maintenant et à toujours, promet faire jouir et garantir de tous troubles, dons, douaires, dettes, hypothèques, évictions, aliénations, substitutions, et de tout empêchement généralement quelconque, (le droit des Etats Unis seulement excepté,) à Messrs. Jacques et Francois Lasselle, associés négociants dans le territoire de Michigan, à ces présents acceptants acquéreurs, pour eux, leurs hoirs, et ayant cause à l'avenir, une terre, ou plantation, sise et située au nord de la rivière aux Raisins, dans le district d'Erie, et territoire de Michigan susdit, consistant en trois arpents une perche et quelque pieds de front, autant de largeur par derrière, sur cent vingt arpents de profondeur, plus ou moins, étant la même terre qui est entrée au bureau des terres pour les Etats Unis au Detroit, au nom de la veuve du dit Cousineau, bornée par devant par la ditte rivière aux Raisins, et par derrière par les terres non concédées, et à l'est et à l'ouest par les terres des dits acquéreurs, tel et ainsi que la ditte terre se poursuit et comporte de toutes parts, circonstances, et dépendances, avec les bâtiments susconstruits, le verger, les clôtures, &c. que les dits acquéreurs disent bien savoir et connoître, et dont ils sont contents et satisfaits.

Cette vente, cession, transport, et délaissement, ainsi fait pour et moyennant la somme de sept cent piastres ou dollars, monnaie légale des Etats Unis, que le dit administrateur reconnait avoir reçu comptant des dits acquéreurs, par une déduction qu'ils ont fait ce jour de la ditte somme du montant, que la ditte succession doit aux dits sieurs acquéreurs lors et avant la passation des présentes, et dont il les tient quitte et les décharge, ainsi que tous autres.

Au moyen de quoy, le dit vendeur, en sa dite qualité d'administrateur de la succession de feu Louis Bazil Cousineau, a de ce moment transporté, et par ces présentes transporte aux dits acquéreurs, leurs hoirs, et ayant cause à l'avenir, tous et tels droits de propriété, noms, raisons, et actions, et tous autres droits que la ditte succession a et pouvait avoir sur la ditte terre ou plantation, s'en démettant et dessaisissant pour icelle à leur profit; voulant et entendant qu'ils en soient mis et demeurent en bonne et suffisante possession et seigneurie, par qui et ainsi qu'il appartiendra en vertu des présentes.

Fait et passé à la rivière aux Raisins, dans le susdit district d'Erie, et territoire de Michigan, le huitième jour d'Avril, mil huit cent six; et le dit Jean Duseau ayant déclaré ne savoir signer, a fait sa marque ordinaire, et a scellé, en présence de témoins, après lecture faite.

JEAN DUSEAU, sa \times marque. [L. s.]
Comme Administrateur de la succession de feu Louis Bazil Cousineau.

Scellé et délivré en présence de

ISRAEL RULAND,
ALEX. EWINGS, Jun.

TERRITOIRE DE MICHIGAN, *District d'Erie:*

Est personnellement comparu devant moy, John Anderson, écuyer, un des Magistrats assignés pour tenir la paix dans le district d'Erie, Jean Duseau, administrateur de la succession de feu Louis Bazil Cousineau, lequel a reconnu que la vente cy-dessus est son acte libre et volontaire, pour les raisons y mentionnées, et que, comme tel, il peut être enregistré au dit district d'Erie, ou partout où besoin sera. En foy de quoy, j'ai souscrit mon nom, à la rivière aux Raisins, le huit Avril, 1806.

JOHN ANDERSON, J. P. D. E.

And thereupon it doth appear to the commissioners that the claimants are entitled to the above described tract of land, and that they have a certificate thereof, which certificate shall be No. 477; and that they cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to to-morrow, at nine in the forenoon.

TUESDAY, December 13, 1808.

The Board met at nine in the forenoon, pursuant to adjournment.

No. 478. JACQUES AND FRANÇOIS LASSELLE.—The Board took into consideration the claim of Jacques and François Lassellet to a tract of land, situate on the north side of river Raisins; and the notice by them filed was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, December 12, 1808.

Take notice that we now enter with the Commissioners of the Land Office at Detroit our claim, as grantees of Louis Robidou, to a tract of land, situate on the north side of river Raisins, containing three arpents in front by one hundred and twenty arpents in depth, bounded in front by river aux Raisins, in rear by unceded lands, west by our own lands, and east by lands of Louis Robidou. We claim and set up title by virtue of possession, occupancy, and improvements made by us or those from whom we derive title.

JACQUES AND FRANÇOIS LASSELLE.

This tract contains, by estimation, three hundred and sixty arpents, it being three arpents in front by one hundred and twenty in depth, bounded in front by river Raisins, in rear by unlocated lands, east by lands of Louis Robidou, and west by lands of the claimants.

Whereupon, Captain Joseph Jobin was brought forward as a witness in behalf of the claimants, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, Louis Robidou was in possession and occupancy of the premises, and continued so until he sold to the claimants, who have possessed and tenanted the same to this day: about thirty arpents are cultivated and enclosed.

The claimants, in support of their claim, exhibited a deed in the words and figures following, to wit:

TERRITOIRE DE MICHIGAN, *District d'Erie:*

Par devant les témoins soussignés, fut présent Louis Robidou, père, cultivateur, demeurant à la rivière aux Raisins, dans le district d'Erie, lequel a reconnu, et par ces présentes reconnoît avoir vendu, cédé, transporté, et délaissé, dès maintenant et à toujours, promet faire jouir et garantir de tous troubles, dons, douaires, dettes, hypothèques, évictions, aliénations, substitutions, et de tout empêchement généralement quelconque, à Messrs. Jacques et François Lassellet, négociants, demeurant dans le district du Detroit, à ces présents et acceptants acquéreurs, pour eux, leurs hoirs, et ayant cause à l'avenir, une terre sise et située au nord de la rivière aux Raisins, dans le district d'Erie, et territoire de Michigan, consistant en trois arpents de front sur cent vingt arpents de profondeur, joignant d'un côté, à l'est, au dit vendeur, et de l'autre côté, à l'ouest, aux dits acquéreurs, ensemble les clôtures, &c. circonstances, et dépendances, sans par le dit vendeur en rien excepter, réserver, ni retenir, que les dits acquéreurs disent bien savoir et connoître, et dont ils sont contents et satisfaits.

Cette vente, cession, transport, et délaissement, ainsi fait pour et moyennant la somme de cent cinquante piastres, ou dollars, monnoye légale des Etats Unis, que le dit vendeur reconnoît avoir reçu des dits acquéreurs lors et avant la passation des présentes, dont il les tient quitte et les décharge, ainsi que tous autres.

Au moyen de ce, le dit vendeur a de ce moment transporté, et par ces présentes transporte aux dits acquéreurs, leurs hoirs, et ayant cause, tous et tels droits de propriété, noms, raisons, actions, et tous autres droits, qu'il a et pouvoit avoir sur la ditte terre, s'en démettant et dévêtissant à leur profit, voulant et entendant qu'ils en soient mis en bonne possession et seigneurie, par qui et ainsi qu'il appartiendra en vertu des présentes.

Fait et passé à la rivière aux Raisins, dans le district d'Erie, le troisième jour du mois de Juin, mil huit cent huit; et le dit Louis Robidou ayant déclaré ne savoir signer, a fait sa marque ordinaire, en présence de témoins, après lecture faite.

LOUIS ROBIDOU, sa \times marque. [L. s.]

Signé, scellé, et délivré, en présence de

PH. LECUYER,
SAMUEL MOORE.

TERRITOIRE DE MICHIGAN, *District du Detroit, ss.*

Est personnellement comparu devant moy, le soussigné, un des Juges à Paix dans et pour le dit district d'Erie, dans le territoire de Michigan, Louis Robidou, le susdit vendeur, et a reconnu que la vente cy-dessus est son acte libre et volontaire, et que, comme tel, il peut être enregistré au greffe du dit district, ou partout ailleurs où besoin sera. En foy de quoy, j'ai signé à la rivière aux Raisins, le 30ème de Juin, A. D. 1808.

CHRIS. TUTTLE, J. P. D. E.

And thereupon it doth appear to the commissioners that the claimants are entitled to the above described tract of land, and that they have a certificate thereof, which certificate shall be No. 478; and that they cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

NO. 479. JEAN BAPTISTE RACINE.—The Board took into consideration the claim of Jean Baptiste Racine to a tract of land, situate on the north side of river Raisins; and the notice by him filed was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, December 12, 1808.

Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim to a tract of land, situate on river Raisins, containing three arpents in front by one hundred and twenty in depth, bounded in front by river Raisins, in rear by unlocated lands, above by the lands of John Rhodes, and below by lands of John Askins. I claim by virtue of possession, occupancy, and improvements made by me or those from whom I derive title.

FOR JEAN BAPTISTE RACINE,

J. LASSELLE.

This tract contains, by estimation, three hundred and sixty arpents, it being three arpents in front by one hundred and twenty in depth, bounded in front by river Raisins, in rear by unlocated lands, above by lands of John Rhodes, and below by lands of John Askins.

Whereupon, Jacques Lasselle was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st of July 1796, the late Jacques Ganier was in possession and occupancy of the premises, and continued so until he sold to George Sharp, who sold to Francois Benome, who possessed the same seven years, and from whom the claimant has purchased four years ago, and has caused the same to be cultivated to this day: fifteen arpents are cultivated and enclosed.

Robert Forsyth, another witness, being sworn, deposed and said, that he was present and saw the late George Sharp, Esq. execute the deed above mentioned to Francois Benome, in the year 1796.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 479; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

NO. 480. JACQUES LASSELLE.—The Board took into consideration the claim of Jacques Lasselle to a tract of land, situate on the north side of river Raisins, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 234, under the date of 27th November, 1805.

This tract contains, by estimation, two hundred and forty arpents, it being two arpents in front by one hundred and twenty in depth, bounded in front by river Raisins, in rear by unlocated lands, on both sides by lands of the claimant.

Whereupon, Captain Joseph Jobin was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, Hyacinte Lajoie was in possession and occupancy of the premises, and continued so until he sold to the claimant the 21st of May, 1802, who, since that time to this day, has caused the same to be cultivated: thirty-six arpents are cultivated and enclosed.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 480; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

NO. 481. JACQUES LASSELLE.—The Board took into consideration the claim of Jacques Lasselle to a tract of land, situate on the north side of river Raisins, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 234, under the date of 27th November, 1805.

This tract contains, by estimation, three hundred arpents, it being three arpents in front by one hundred in depth, bounded in front by river Raisins, in rear by unconceded lands, above by lands of Hyacinte Lajoie, and below by lands of Louis Lajoie.

Whereupon, Captain Joseph Jobin was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st of July, 1796, the claimant was in possession, and tenanted the premises, and has continued so to this day: about fifty-four arpents are cultivated and enclosed.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 481; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein to be returned to the Register of the Land Office at Detroit.

NO. 482. JOSEPH JOBIN.—The Board took into consideration the claim of Captain Joseph Jobin to a tract of land, situate on the north side of river Raisins, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 200, under the date of 23d November, 1805, and the deed recorded in vol. 1, page 205, under the date of 26th January, 1805.

This tract contains, by estimation, four hundred and fifty arpents, it being four and a half arpents in front by one hundred in depth, bounded in front by river Raisins, in rear by unlocated lands, above by lands of —, and below by lands of J. and F. Lasselle.

Whereupon, Jacques Lasselle was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st of July, 1796, the claimant was in possession and occupancy, and cultivated the premises, and has continued so without any interruption to this day: about sixty arpents are cultivated; a dwelling-house and barn are erected, and there is a bearing orchard.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 482; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

NO. 483. J. and F. LASSELLE.—The Board took into consideration the claim of J. and F. Lasselle to a tract of land, situate on the south side of river Raisins; and the notice by them filed this day was read in the words and figures following to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, December 6, 1808.

Take notice that we now enter with the Commissioners of the Land Office at Detroit our claim to a tract of land, situate on the south side of river Raisins, containing about six arpents in front by one hundred in depth, bounded in front by river Raisins, in rear by unconceded lands, above by our own lands, and below by unlocated lands. We claim by virtue of possession since the year 1793, and improvements made by us to this day.

J. & F. LASSELLE.

This tract contains, by estimation, about six hundred arpents, it being about six arpents in front by one hundred in depth, bounded in front by river Raisins, in rear by unconceded lands, above by lands of the claimants, and below by unlocated lands.

Whereupon, Captain Joseph Jobin was brought forward as a witness in behalf of the claimants, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the claimants were in possession, and tenanted the premises, and have continued so to this day: about eighteen arpents are cultivated and enclosed.

And thereupon it doth appear to the commissioners that the claimants are entitled to the above described tract of land, and that they have a certificate thereof, which certificate shall be No. 483; and that they cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 484. HUBERT LACROIX.—The Board took into consideration the claim of Hubert Lacroix to a tract of land situate on the north side of river Raisins, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 251, under the date of 27th November, 1805.

This tract contains, by estimation, one hundred and twenty arpents, it being three arpents in front by forty in depth, bounded in front by river Raisins, in rear by unconceded lands, west by lands of Louis Lajoye, and east by Jacques Lasselle.

Whereupon, Captain Joseph Jobin was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, Baptiste Reaux was in possession and occupancy of the premises, and continued so until he sold to the claimant, who has possessed and tenanted the same to this day: about seventy-five arpents are cultivated and enclosed; a dwelling-house and barn are erected on the premises.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 484; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 485. HUBERT LACROIX.—The Board took into consideration the claim of Hubert Lacroix to a tract of land, situate on the south side of river Raisins, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 250, under the date of 27th November, 1805.

This tract contains, by estimation, one hundred and twenty arpents, it being three arpents in front by forty in depth, bounded in front by river Raisins, in rear by unlocated lands, west by lands of Amable Bellair, and east by lands of the claimant.

Whereupon, Captain Joseph Jobin was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st of July, 1796, Etienne Laviollette was in possession and occupancy of the premises, and continued until he sold to the claimant, who has possessed and tenanted the same to this day: fifteen arpents are cultivated and enclosed.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 485; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 486. JAMES MCGILL.—The Board took into consideration the claim of James McGill to tract of land, situate on the north side of river Raisins, which was entered with the former Commissioners of the Land Office, at Detroit, in vol. 1, page 135, under the date of 19th November, 1805.

This tract contains, by estimation, — acres, it being seven and a quarter acres in front by eighty in depth, situate on the north side of river Raisins, bounded in front by river Raisins, in rear by unlocated lands, on both sides by lands claimed by Isaac Todd.

Whereupon, Thomas Smith, Esq. was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, about the year 1790, he, the deponent, surveyed the above described tract of land; that, at that time, Charles Reaume was in possession of part of the tract; that he had a horse mill and very considerable improvements thereon; that afterwards the said Reaume informed the deponent that he had sold the premises to John Askin, Esq.; that, to the best of the deponent's recollection, said Reaume had lived on the premises four years previous to surveying the land, and continued to reside thereon until their posts were delivered up to the American Government.

Israel Ruland, another witness, being sworn, deposed and said, that, previous to the 1st July, 1796, Charles Reaume was in possession and cultivated part of the premises, and continued so until he sold to John Askin, Sen. Esq., who kept possession, and tenanted the premises until he sold to the claimant, who has generally kept tenants on the premises, and a tenant is now thereon: there is a dwelling-house, a barn, a still-house, and other out-houses, erected on the premises: about eighteen or twenty arpents are under cultivation.

Captain Joseph Jobin, another witness, being sworn, deposed and said, that, since Charles Reaume left the premises, Mr. Askin caused the same to be cultivated every year by tenants to this day.—Postponed.

No. 487. JAMES MCGILL.—The Board took into consideration the claim of James McGill to a tract of land, situate on the north side of river Raisins, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 135, under the date of 19th November, 1805.

This tract contains, by estimation, three hundred acres, it being three acres in front by one hundred in depth, bounded in front by river Raisins, in rear by unlocated lands, above by lands of Jean Baptiste Racine, and below by lands formerly of Lajoye.

Whereupon, Thomas Smith was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, before 1796, he, the deponent, surveyed the said tract of land for Isaac Ganier, who was then in possession of it, and residing thereon: there was a house erected, and some lands were cultivated and enclosed. The said Isaac Ganier informed the deponent that the river Raisins settlement not answering his trade, he had sold this tract to John Askin, Esquire.

Captain Joseph Jobin, another witness, being sworn, deposed and said, that Isaac Ganier left the premises previous to the 1st July, 1796; that Alexander Woillet occupied the same one or two years after; and that, since Woillet left the place, the premises have never been occupied nor cultivated.—Postponed.

No. 488. JOHN ASKIN, Senior, Esq.—The Board took into consideration the claim of John Askin, Senior, Esq., to a tract of land, situate on the south side of river Raisins, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 138, under the date of 19th November, 1805.

This tract contains, by estimation, two hundred and twenty-eight arpents, it being three arpents by seventy-six in depth, bounded in front by the rear of the water mill lands, and on every side by unlocated lands.

Whereupon, Captain Joseph Jobin was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, there was part of the premises cultivated by Charles Reaume, who then owned the whole farm, on which there was a water mill; that the mill was occupied until one or two years previous to its being burnt, but that it was always kept under lock and key during that time. The mill was burnt about six years ago.

Israel Ruland, another witness, being sworn, deposed and said, that he knows that part of the premises had been cultivated previous to the 1st July, 1796, and also since that time down to the time the mill was burnt; the house was also burnt with the mill.—Postponed.

No. 489. J. AND F. LASSELLE.—The Board took into consideration the claim of J. and F. Lasselle to a tract of land, situate on the south side of river Raisins; and the notice by them filed this day was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, December 13, 1808.

Take notice that we now enter with the Commissioners of the Land Office at Detroit our claim to a tract of land, situate on the south side of river Raisins, containing three arpents in front by one hundred in depth, bounded in front by river Raisins, in rear by unconceded lands, above by lands of Joseph Bissonet, and below by our own lands. We claim by virtue of possession, occupancy, and improvements made by us to this day.

J. & F. LASSELLE.

This tract contains, by estimation, three hundred arpents, it being three arpents in front by one hundred in depth, bounded in front by river Raisins, in rear by unconceded lands, above by lands of Joseph Bissonet, and below by lands of the claimants.

Whereupon, Captain Joseph Jobin was brought forward as a witness in behalf of the claimants, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the claimants were in possession and occupancy of the premises, and have continued so to this day without any interruption: about thirty arpents are in cultivation.

And thereupon it doth appear to the commissioners that the claimants are entitled to the above described tract of land, and that they have a certificate thereof, which certificate shall be No. 489; and that they cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 490. J. AND F. LASSELLE.—The Board took into consideration the claim of J. and F. Lasselie to a tract of land, situate on the south side of river Raisins; and the notice by them filed this day was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

Sir:

DETROIT, December 13, 1808.

Take notice that we now enter with the Commissioners of the Land Office at Detroit our claim to a tract of land, situate on the south side of river Raisins, containing six arpents in front by one hundred in depth, bounded in front by river Raisins, in rear by unlocated lands, above by lands of the claimants, and below by unknown owners. We claim by virtue of possession and improvements made by us.

J. & F. LASSELLE.

This tract contains, by estimation, six hundred arpents, it being six arpents in front by one hundred in depth, bounded in front by river Raisins, in rear by unlocated lands, above by lands of the claimants, and below by owners unknown.

Whereupon, Captain Joseph Jobin was brought forward as a witness in behalf of the claimants, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the claimants were in possession and occupancy of the premises, and have continued so to this day without interruption. About sixty arpents are cultivated: there are on the premises a house and barn, and a bearing orchard.

And thereupon it doth appear to the commissioners that the claimants are entitled to the above described tract of land, and that they have a certificate thereof, which certificate shall be No. 490; and that they cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to to-morrow, at nine in the forenoon.

REUBEN ATTWATER,
PETER AUDRAIN,
JAMES ABBOTT.

No. 14.

Transcript of the proceedings of the Commissioners of the Land Office at Detroit, from the 14th day of December 1808, to the 26th day of same month, inclusively.

WEDNESDAY, December 14, 1808.

The Board met at nine in the forenoon, pursuant to adjournment.

No. 491. J. AND F. LASSELLE.—The Board took into consideration the claim of J. and F. Lasselie to a tract of land, situate on the north side of river Raisins; and the notice by them filed yesterday was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

Sir:

DETROIT, December 13, 1808.

Take notice that we now enter with the Commissioners of the Land Office at Detroit our claim to a tract of land, situate on the north side of river Raisins, containing two arpents in front by one hundred and twenty in depth, bounded in front by said river Raisins, in rear by unconceded lands, above by Jacques Martin, and below by our own lands. We claim by virtue of possession, occupancy, and improvements made by us or those from whom we derive title.

J. & F. LASSELLE.

This tract contains, by estimation, two hundred and forty arpents, it being two arpents in front by one hundred and twenty in depth, bounded in front by river Raisins, in rear by unlocated lands, above by lands of Jacques Martin, and below by lands of the claimants.

Whereupon, Captain Joseph Jobin was brought forward as a witness in behalf of the claimants, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, Batiste Laplante was in possession and occupancy of the premises, and continued so until he sold to the claimants, who have caused the same to be cultivated ever since to this day: about forty arpents are cultivated; a dwelling-house and barn are erected on the premises.

The claimants, in support of their claim, exhibited a deed in the words and figures following, to wit:

DETROIT, Comté de Wayne:

Par devant François Derruisseaux Bellcour, notaire public pour le comté de Wayne, résidant au Detroit, fut présent le nommé Jean Batiste Laplante, demeurant à la rivière aux Raisins, dans la paroisse de St. Antoine, lequel reconnoit par ces présentes avoir vendu, cédé, quitté, transporté, et délaissé, dès maintenant et à toujours, avec garantie de tous troubles, dons, douaires, dettes, hypothèques, évictions, aliénations, et de tout autre empêchement généralement quelconque, au Sieur Jacques Lasselie, marchand, demeurant dans la côté du sud-ouest de la paroisse de St. Anne, de ce district, à ce présent et acceptant acquéreur, pour lui, ses hoirs, et ayant cause à l'avenir, trois terres sises à la rivière aux Raisins, (ainsy qu'il suit, savoir:) une de trois arpents de front sur la profondeur ordinaire des autres terres voisines, tenant d'un côté au ouest à Joseph Bissonnet, et à l'est à Bazil Cousineau, ensemble une maison, grange, &c. et une autre terre de trois arpents de front, sur le côté du nord de la dite rivière aux Raisins, de trois arpents de front, aussi sur la profondeur des autres terres voisines, tenant d'un côté au ouest à Bazil Cousineau, et à l'est au Sieur Jacques Martin, avec une maison, grange, &c. et en outre une autre terre sise au nord de la dite rivière de deux arpents de front sur la profondeur des autres terres voisines, bornée par devant au bord de la dite rivière, bornée d'un côté à Jacques Martin, et du côté d'en bas à Hyacinthe Lajoye, avec maison, grange, &c. tel et ainsi que les dites trois terres se poursuivent et comportent de toutes parts, circonstances, et dépendances, que le dit acquéreur dit bien connoître, dont il est content et satisfait.

Cette vente, cession, transport, et délaissement, ainsi fait pour et moyennant la somme de quatre cent vingt-cinq pounds, cours de la Nouvelle York, que le dit vendeur reconnoit avoir reçu comptant avant la passation des présentes, dont il est content et satisfait, cette vente, cession, transport, et délaissement; et au moyen de ce, le dit vendeur a de ce moment transporté et transporte au dit sieur acquéreur, ses hoirs, et ayant cause à l'avenir, tous et tels droits de propriété, noms, raisons, actions, et tous autres droits qu'il a et pouvait avoir sur les trois dites terres susvendues, voulant et entendant qu'il en soit mis en bonne possession et seigneur, par qui et ainsi qu'il appartient en vertu des dites présentes. Car ainsi sont convenies les parties de bonne foi, promettant, &c. obligant, &c. Fait et passé au dit Detroit, en la maison du dit Sieur Lasselie, le vingt-quatre de Juin, 1797; et ont les parties signé et scellé, après lecture faite suivant l'ordonnance.

JEAN BATISTE LAPLANTE. [L. s.]
J. LASSELLE. [L. s.]

Présence de

PIERRE FELIX.

FRS. DX. BELLCOUR, Not. Pub.

And thereupon it doth appear to the commissioners that the claimants are entitled to the above described tract of land, and that they have a certificate thereof, which certificate shall be No. 491; and that they cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 492. J. AND F. LASSELLE.—The Board took into consideration the claim of J. and F. Lasselle to a tract of land, situate on the north side of river Raisins; and the notice by them filed yesterday was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, December 13, 1808.

Take notice that we now enter with the Commissioners of the Land Office at Detroit our claim to a tract of land, situate on the north side of river Raisins, containing three arpents in front by one hundred and twenty in depth, bounded in front by said river Raisins, in rear by unconceded lands, west by our own lands, and east by lands of Jacques Martin. We claim by virtue of possession, occupancy, and improvements made by us or those from whom we derive title.

J. & F. LASSELLE.

This tract contains, by estimation, three hundred and sixty arpents, it being three arpents in front by one hundred and twenty in depth, bounded in front by river Raisins, in rear by unconceded lands, west by lands of the claimants, and east by lands of Jacques Martin.

Whereupon, Captain Joseph Jobin was brought forward as a witness in behalf of the claimants, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, Batiste Bonvouloir was in possession and occupancy of the premises, and continued so until he sold to Jean Batiste Laplante, from whom the claimants have purchased, and have caused the same to be cultivated every year to this day: about seventy-five arpents are cultivated; there are on the premises a dwelling house and barn, and a bearing orchard.

And thereupon it doth appear to the commissioners that the claimants are entitled to the above described tract of land, and that they have a certificate thereof, which certificate shall be No. 493; and that they cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 493. J. AND F. LASSELLE.—The Board took into consideration the claim of J. and F. Lasselle to a tract of land, situate on the north side of river Raisins; and the notice by them filed was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, December 13, 1808.

Take notice that we now enter with the Commissioners of the Land Office at Detroit our claim to a tract of land, situate on the north side of river Raisins, containing three arpents in front by one hundred and twenty in depth, bounded in front by said river Raisins, in rear by unconceded lands, above by lands of Hubert Lacroix, and below by our own lands. We claim by virtue of possession, occupancy, and improvements made by us or those from whom we derive title.

J. & F. LASSELLE.

This tract contains, by estimation, three hundred and sixty arpents, it being three arpents in front by one hundred and twenty in depth, bounded in front by river Raisins, in rear by unconceded lands, above by lands of Hubert Lacroix, and below by lands of the claimants.

Whereupon, Captain Joseph Jobin was brought forward as a witness in behalf of the claimants, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, Jacques Prudhomme was in possession and occupancy of the premises, and continued so until he sold to the claimants, who have caused the same to be cultivated every year to this day: about seventy-five arpents are cultivated; a dwelling-house is erected on the premises.

And thereupon it doth appear to the commissioners that the claimants are entitled to the above described tract of land, and that they have a certificate thereof, which certificate shall be No. 493; and that they cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 494. HUBERT LACROIX.—The Board took into consideration the claim of Hubert Lacroix to a tract of land, situate on the south side of river Raisins; and the notice by him filed 13th instant was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, December 13, 1808.

Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim to a tract of land, situate on the south side of river Raisins, containing three arpents in front by forty in depth, bounded in front by river Raisins, in rear by unconceded lands, on one side by Etienne Lavolette, and on the other side by Joseph Bissonet. I claim by virtue of possession, occupancy, and improvements made by me or those from whom I derive title.

FOR HUBERT LACROIX,

J. LASSELLE.

This tract contains, by estimation, one hundred and twenty arpents, it being three arpents in front by forty in depth, bounded in front by river Raisins, in rear by unconceded lands, on one side by lands of Etienne Lavolette, and on the other side by lands of Joseph Bissonet.

Whereupon, Captain Joseph Jobin was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, Jean Duseau was in possession and occupancy of the premises, and continued so until he sold to the claimant, who has always tenanted the same to this day: about thirty arpents are cultivated; there are a house, barn, &c.

The claimant, in support of his claim, exhibited a deed in the words and figures following, to wit:

Par devant le témoin soussigné fut présent le Sieur Jean Francois Dusault, habitant, laboureur, de la paroisse St. Antoine, rivière Raisins, du district Sargent, et comté de Wayne, lequel reconnoit avoir vendu, cédé, transporté, et par ces présentes vend, cède, et transporte à Monsieur Hubert Lacroix, marchand, de la susdite paroisse, du susdit district de Sargent, à ce présent et acceptant acquéreur, pour lui, ses heirs, et ayant cause à l'avenir, avec garantie de toutes dettes, hypothèques, dons, douaires, accessions, ou aliénations, et de tout trouble généralement quelconque, une terre, ou ferme, sise et située au sud de la rivière aux Raisins, dans le susdit district, et susdit comté de Wayne, consistant en trois arpents de largeur sur quarante arpents de profondeur, bornée par devant par la ditte rivière aux Raisins, et par derrière aux terres non concédées, tenant d'un côté à la terre d'Etienne Lavolette, et de l'autre côté à celle de Joseph Bissonet, avec une maison, et grange, et autres bâtiments, avec les clôtures, sans par le dit vendeur en rien réserver que la possession de la maison, et d'une partie de la terre jusqu'à la récolte, et la grange pour mettre du grain, que le dit acquéreur dit bien connoître, et dont il est content et satisfait.

Cette vente, cession, et transport, ainsi fait pour et moyennant la somme de cent quarante pounds, cours de la Nouvelle York, payable en trois années en marchandises, ou farine, au choix du dit vendeur, savoir: cinquante pounds York payable par cinq milliers de farine pour l'année présente, cinquante pounds York payable dans le cours d'Avril, en farine, au prix courant dans l'année 1802, et la reste du paiement, qui sera quarante pounds

York, à pareil mois dans l'année 1803, aussi en farine, au prix courant. Et pour sureté des susdits payements, le dit Sieur Hubert Lacroix a hypothéqué, et par ces présentes hypothéque, au dit Jean Francois Dusault, ses hoirs, et ayant cause, la terre cy-dessus mentionnée et décrite, laquelle terre le dit Sieur Hubert Lacroix ne peut vendre, donner, ou engager, sous quelque pretexte que ce soit, qu'après que le dernier des payements aura été fait au dit Jean Francois Dusault, ses hoirs, et ayant cause, ainsi sont convenu les parties de bonne foy. Fait et passé à la rivière aux Raisins, dans le susdit district Sargent, le 18ème jour du mois de Mars, de l'année mil huit cent un; et les parties ont signé et scellé, en présence de témoin.

JEAN FRANCOIS DUSAULT, sa x marque. [L. s.]
HUBERT LACROIX. [L. s.]

ETIENNE DUBOIS, témoin.

COMTE DE WAYNE, *District de Sargent*:

Sont personnellement comparu devant moi, le soussigné, un des Magistrats assignés pour tenir la paix pour et dans le comté de Wayne, les susnommés Hubert Lacroix, Jean Francois Dusault, et Marie Anne Ro, lesquelles ont reconnu que le contrat cy-dessus est bien leur acte, avec leurs signatures, et leurs cachets, et que, comme tel, il peut être enregistré au greffe du dit comté. En foy de quoy, j'ai souscrit mon nom, à la rivière aux Raisins, le 18ème de Mars, 1801.

FRANCOIS NAVARRE, J. P.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 494; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 495. WILLIAM KNAGGS.—The Board took into consideration the claim of William Knaggs to a tract of land, situate on the north side of river Raisins; and the notice by him filed the 13th instant was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

Take notice that I now enter with the Commissioners of the Land Office at Detroit, my claim to a tract of and situate on the north side of river Raisins, containing about six arpents in front by one hundred in depth, bounded in front by river Raisins, in rear by unconceded lands, above by lands of Thomas Knaggs, and below by lands of Whitmore Knaggs. I claim by virtue of possession, occupancy, and improvements made by me, prior to the first July, 1796.

DETROIT, December 13, 1808.
For WILLIAM KNAGGS,
J. LASSELLE.

This tract contains, by estimation, about six hundred arpents, it being about six arpents in front by one hundred in depth, bounded in front by river Raisins, in rear by unconceded lands, above by lands of Thomas Knaggs, and below by lands of Whitmore Knaggs.

Whereupon, Captain Joseph Jobin was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the claimant was in possession and occupancy of the premises, and has continued so to this day without any interruption. He has built an excellent dwelling-house on the premises.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 495; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 496. LOUIS LEDUC.—The Board took into consideration the claim of Louis Leduc, as grantee of Gabriel Chene, to a tract of land, situate on river Rouge, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 2, page 256, under the date of 28th February, 1805.

This tract contains, by estimation, — arpents, it being three arpents in front, extending in depth to the St. Cosme family's lands, on one side by lands of Claude Campeau, and on the other side by lands of Charles Labadi.

Whereupon, Alexis Labadi was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, Gabriel Chene was in possession and cultivated the premises, and continued so until he sold to the claimant, who has possessed and cultivated the same to this day.

The claimant, in support of his claim, exhibited a deed in the words and figures following, to wit:

TERRITOIRE DE MICHIGAN, *District du Detroit*, ss.

Par devant les témoins soussignés fut présent Gabriel Chene, du district du Detroit, et territoire de Michigan, lequel a reconnu, et par ces présentes reconnoit avoir vendu, cédé, transporté, et délaissé, dès à présent et à tous-jours, avec garantie de tous troubles, dons, douaires, hypothèques, et de tout empêchement quelconque, excepté de la part des Etats Unis de l'Amerique, à Louis Leduc, à ce présent acceptant acquéreur, pour lui, ses hoirs, et ayant cause à l'avenir, une terre ou plantation sise et située à la rivière Rouge, dans le district du Detroit, et territoire de Michigan, consistant en trois arpents de front sur la rivière Rouge, et s'étendant en profondeur jusqu'à la ligne des terres de la famille Saint Cosme; bornée d'un côté par Charles Labadi, et de l'autre côté par la terre que Toussaint Chene a vendu à Claude Campeau; tel que la ditte terre ou plantation se poursuit et comporte de toutes parts, circonstances, et dépendances, que le dit acquéreur dit bien savoir et connoître, et dont il est content et satisfait. Cette vente, cession, transport, et délaissement, ainsi fait pour et moyennant la somme de cent pounds, cours de la Nouvelle York, que le dit acquéreur promet et s'oblige de payer de la manière suivante, savoir: dix pounds payés comptant lors de la signature des présentes, et les quatre vingt dix pounds restantes en neuf années consécutives, sans intérêt, c'est à dire dix pounds chaque année, jusqu'au parfait et entier payement, et pour sureté du payement des dites quatre vingt dix pounds le dit acquéreur a de ce moment affecté et hypothéqué au dit vendeur, ses hoirs, et ayant cause à l'avenir, la ditte terre susvendue. Au moyen de quoy, le dit Gabriel Chene a de ce moment transporté, et par ces présentes transporte au dit acquéreur, ses hoirs, et ayant cause à l'avenir, tous et tels droits de propriété, noms, raisons, actions, et tous autres droits qu'il a et a pu avoir sur la ditte terre ou plantation, voulant et entendant qu'il en soit mis en bonne possession et seigneurie, par qui et ainsi qu'il appartiendra, en vertu des présentes. Fait et passé au Detroit, le 25ème jour du mois de May, mil huit cent huit, et les parties ayant déclaré ne savoir signer ont fait leurs marques ordinaires, en présence de témoins, après que lecture leur a été faite des présentes.

GABRIEL CHENE, [L. s.]
LOUIS LEDUC, sa x marque. [L. s.]

Signé, scellé, et délivré, en présence de

PIERRE AUDRAIN,
FRANCIS M. AUDRAIN.

TERRITORY OF MICHIGAN, *District of Detroit*, ss.

Personally appeared before me, the undersigned, one of the Justices of the Peace in the District of Detroit, the above named Gabriel Chene and Louis Leduc, and both acknowledged the foregoing instrument of writing to be their act and deed for the purposes therein contained, and that, as such, it may be recorded. In testimony whereof, I have hereunto subscribed my name, at Detroit, the 28th May, 1808.

PETER AUDRAIN, J. P. D. D.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 496; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 497. **CLAUDE CAMPEAU.**—The Board took into consideration the claim of Claude Campeau, as grantee of Toussaint and Pierre Chene, to a tract of land, situate on river Rouge, which was entered with the former Commissioners of the Land Office at Detroit, in volume 2, page 256, under the date of 28th February, 1805.

This tract contains, by estimation, — arpent, it being three arpents in front, and extending to the line of the St. Cosme family's land, bounded in front by river Rouge, on one side by lands of Gabriel Godfroy, and on the other side by lands claimed by Louis Leduc.

Whereupon, Alexis Labadi was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, Toussaint Chene was in possession and occupancy of the premises, and continued so until he sold to Pierre Chene, from whom the claimant purchased, who has possessed and cultivated the same to this day: a dwelling-house is erected on the premises.

The claimant, in support of his claim, exhibited two deeds in the words and figures following, to wit:

TERRITOIRE DE MICHIGAN, District du Detroit, ss.

Par devant le témoin soussigné fut présent Toussaint Chene, du district du Detroit, et territoire de Michigan, lequel a reconnu, et par ces présentes reconnoit avoir vendu, cédé, transporté, et délaissé, dès à présent et à toujours, avec garantie de tous troubles, dons, douaires, hypothèques, et de tout empêchement généralement quelconque, excepté de la part des Etats Unis de l'Amerique, à Pierre Chene, son frère, à ce présent et acceptant acquéreur, pour lui, ses hoirs, et ayant cause à l'avenir, une terre ou plantation sise et située à la rivière Rouge, dans le district du Detroit, et territoire de Michigan, consistant en trois arpents de front sur la rivière Rouge, et s'étendant en profondeur jusqu'à la ligne des terres de la famille St. Cosme, bornée à l'ouest à la terre de Gabriel Godfroy, et à l'est par la terre de Gabriel Chene, tel que la ditte terre se poursuit et comporte de toutes parts, circonstances, et dépendances, que le dit acquéreur dit bien savoir et connoître, et dont il est content et satisfait.

Cette vente, cession, transport, et délaissement, ainsi fait pour et moyennant la somme de deux cent pounds, cours de la Nouvelle York, que le dit vendeur reconnoit avoir reçu comptant du dit acquéreur lors et avant la passation des présentes, dont il le tient quitte et déchargé, ainsi que tous autres. Au moyen de quoy, le dit Toussaint Chene a de ce moment transporté, et par ces présentes transporte au dit Pierre Chene, ses hoirs, et ayant cause à l'avenir, tous et tels droits de propriété, noms, raisons, actions, et tous autres droits qu'il a et a pu avoir sur la ditte terre ou plantation susvendue, voulant et entendant qu'il en soit mis en bonne possession et seigneurie, par qui et ainsi qu'il appartiendra, en vertu des présentes. Fait et passé au Detroit, le vingt-septième jour du mois de May, mil huit cent huit; et le dit Toussaint Chene a signé et scellé en présence de témoin, après lecture faite.

TOUSSAINT CHENE. [L. s.]

Signé, scellé, et délivré, en présence de

ROBERT ABBOTT.

TERRITORY OF MICHIGAN, District of Detroit, ss.

Personally appeared before me, the undersigned, one of the justices assigned to keep the peace in the district of Detroit, Toussaint Chene, the above grantor, and acknowledged that he had signed, sealed, and delivered the foregoing instrument of writing for the purposes therein contained, and that, as such, it may be recorded.

In testimony whereof, I have hereunto subscribed my name, at Detroit, the 27th May, 1808.

PETER AUDRAIN, J. P. D. D.

TERRITOIRE DE MICHIGAN, District du Detroit, ss.

Par devant le témoin soussigné fut présent Pierre Chene, du district du Detroit, et territoire de Michigan, lequel a reconnu, et par ces présentes reconnoit avoir vendu, cédé, transporté, et délaissé, dès maintenant et à toujours, avec garantie de tous troubles, dons, douaires, hypothèques, et de tout empêchement généralement quelconque, excepté de la part du Gouvernement des Etats Unis de l'Amerique, à Claude Campeau, à ce présent acceptant acquéreur, pour lui, ses hoirs, et ayant cause à l'avenir, une terre ou plantation sise et située à la rivière Rouge, dans le district du Detroit, et territoire de Michigan, consistant en trois arpents de front sur la rivière Rouge, s'étendant en profondeur jusqu'à la ligne des terres de la famille St. Cosme, bornée à l'ouest par la terre de Gabriel Godfroy, et à l'est par la terre de Gabriel Chene, tel que la ditte terre se poursuit et comporte de toutes parts, circonstances, et dépendances, que le dit acquéreur dit bien savoir et connoître, et dont il est content et satisfait.

Cette vente, cession, transport, et délaissement, ainsi fait pour et moyennant la somme de cent quatre-vingt pounds, cours de la Nouvelle York, que le dit vendeur reconnoit avoir reçu comptant du dit acquéreur lors et avant la passation des présentes, dont il le tient quitte et déchargé, ainsi que tous autres. Au moyen de quoy, le dit Pierre Chene a de ce moment transporté, et par ces présentes transporte au dit acquéreur, ses hoirs, et ayant cause à l'avenir, tous et tels droits de propriété, noms, raisons, actions, et tous autres droits qu'il a et a pu avoir sur la ditte terre ou plantation, voulant et entendant qu'il en soit mis en bonne possession et seigneurie, par qui et ainsi qu'il appartiendra, en vertu des présentes.

Fait et passé au Detroit, le 2ème jour du mois de Juin, mil huit cent huit; et le dit Pierre Chene a signé et scellé en présence de témoin, après lecture faite.

PIERRE CHENE. [L. s.]

Signé, scellé, et délivré, en présence de

FRANCIS M. AUDRAIN.

TERRITORY OF MICHIGAN, District of Detroit:

Personally appeared before the undersigned, one of the justices assigned to keep the peace in the district of Detroit, Pierre Chene, the above grantor, and acknowledged that he had signed, sealed, and delivered the foregoing instrument of writing for the purposes therein contained, and that, as such, it may be recorded.

In testimony whereof, I have hereunto subscribed my name, at Detroit, the 10th day of June, 1808.

PETER AUDRAIN, J. P. D. D.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 497; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 498. **FRANCOIS NAVARRE, Esq.**—The Board took into consideration the claim of Francois Navarre, Esq. to a tract of land situate on the south side of river Raisins, and on which he now lives, being part and parcel of the tract No. 1, which was entered with the former Commissioners of the Land Office at Detroit, in volume 1, page 226, under the date of 28th January, 1805.

This tract contains, by estimation, about six hundred arpents, it being about six arpents in front by one hundred in depth, bounded in front by river Raisins, in rear by unconceded lands, above by lands of Colonel John Anderson, and below by the highway.

Whereupon, Jacques Lasselle was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, more than twenty years ago, the claimant was in possession and occupancy of the premises, and has continued so to this day: there are very valuable improvements on the premises; a dwelling-house, barn, and orchard, and a grist-mill, and about ninety arpents are under cultivation.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 498; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 499. **ISIDORE NAVARRE.**—The Board took into consideration the claim of Isidore Navarre to a tract of land, situate on the south side of river Raisins, being part and parcel of the tract No. 1, which was entered by Francois Navarre with the former Commissioners of the Land Office at Detroit, in volume 1, page 226, under the date of 28th January, 1805.

This tract contains, by estimation, four hundred arpents, it being four arpents in front by one hundred in depth, bounded in front by river Raisins, in rear by unconceded lands, above by lands of Francois Navarre, Esq., and below by lands of Jacques Navarre.

Whereupon, Captain Joseph Jobin was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the claimant was in possession and occupancy of the premises, and has continued so to this day. There are on the premises a dwelling-house, a barn, and about forty arpents in cultivation.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 499; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 500. JACQUES NAVARRE.—The Board took into consideration the claim of Jacques Navarre to a tract of land, situate on the south side of river Raisins, being part and parcel of the tract No. 1, which was entered by Francois Navarre with the former Commissioners of the Land Office at Detroit, in vol. 1, page 226, under the date of 29th January, 1805.

This tract contains, by estimation, four hundred arpents, it being four arpents in front by one hundred in depth, bounded in front by river Raisins, in rear by unconceded lands, above by lands of Isidore Navarre, and below by the highway.

Whereupon, Captain Joseph Jobin was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the claimant was in possession and occupancy of the premises, and has continued so to this day: a dwelling-house and barn are erected thereon, and about sixty arpents are in cultivation.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 500; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 501. JEAN BAPTISTE LEBLANC.—The Board took into consideration the claim of Jean Baptiste Leblanc to a tract of land, situate on river Raisins; and the notice by him filed 13th instant was read in the words and figures following, to wit:

To PETER AUDRAIN, Esq. Register of the Land Office at Detroit.

SIR:

DECEMBER 6, 1808.

You will please to take notice that Jean Baptiste Leblanc, by his agent, Simon Jacob, makes entry with the commissioners of a certain tract of land, situate, lying, and being on the south side of river Raisins, within the district of Detroit, and territory of Michigan, being three acres in front by one hundred and twenty in depth, bounded in front by said river, in rear by unlocated lands, on one side by lands of John Askin, and on the other side by unlocated lands. I claim and set up title to the said tract of land by virtue of a long and uninterrupted possession, occupancy, and improvement.

For JEAN BAPTISTE LEBLANC,

SIMON JACOB, his X mark.

Witness, JOSEPH WATSON.

This tract contains, by estimation, three hundred and sixty arpents, it being three arpents in front by one hundred and twenty in depth, bounded in front by river Raisins, in rear by unlocated lands, on one side by lands of John Askin, and on the other side by unlocated lands.

Whereupon, Simon Jacob was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, Jacques Jacob was in possession and occupancy of the premises, and continued so until he sold to the deponent, who sold to the claimant, who has possessed and occupied the same to this day. About ten arpents are cultivated.

The claimant, in support of his claim, exhibited a deed in the words and figures following, to wit:

Par devant le témoin soussigné fut présent Jacques Jacob, fils, du district Sargent, et comté de Wayne, lequel reconnait avoir vendu, cédé, et transporté, et par ces présentes vend, cède, et transporte à Simon Jacob, son frère, du susdit district Sargent, à ce présent acceptant acquéreur, pour lui, ses heirs, et ayant cause à l'avenir, avec garantie de toutes dettes, hypothèques, dons, donaires, accessions, et aliénations, de la part du dit vendeur, une terre ou ferme, sise et située au sud de la rivière aux Raisins, paroisse de St. Antoine, dans le susdit district et susdit comté de Wayne, consistant en trois arpents de front sur quarante de profondeur, bornée par devant par la dite rivière aux Raisins, et par derrière par les terres non concédées, tenant d'un côté à la terre de Jean Askin, et de l'autre côté par une terre appartenante aux nations, que le dit acquéreur dit bien connaître, et dont il est content et satisfait.

Cette vente, cession, et transport, ainsi fait pour et moyennant la somme de cinquante pounds, cours de la Nouvelle York, que le dit vendeur reconnait avoir reçu du dit acquéreur. Il est de plus convenu entre les parties, que si les Etats Unis s'emparent de la dite terre, le dit Simon Jacob n'aura rien à demander au dit Jacques Jacob, ses heirs, et ayant cause, et qu'il encourt les risques de cette part là.

Fait et passé à la rivière aux Raisins, dans le susdit district de Sargent, et comté de Wayne, le cinquième jour de Juillet, de l'année mil huit cent; et les parties ont signé et scellé en présence de témoin.

JACQUES JACOB, sa X marque. [L. s.]

SIMON JACOB, sa X marque. [L. s.]

ETIENNE DUBOIS, témoin.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 501; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 502. RENE MARSAC.—The Board took into consideration the claim of René Marsac to a tract of land on lake St. Clair; and the notice by him filed was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, December 14, 1808.

Please take notice that I claim title to a tract of land, situate, lying, and being on lake St. Clair, containing, by estimation, eighty arpents, it being two arpents in front by forty in depth, bounded in front by said lake, and in rear by unlocated lands, northeast by lands of François Marsac, and southwest by lands of N. Patenaude. I claim title to this tract of land by virtue of possession, occupancy, and improvements made by me or by those from whom I derive title.

RENE MARSAC, his X mark.

Witness, REUBEN ATTWATER.

This tract contains, by estimation, eighty arpents, it being two arpents in front by forty in depth, bounded in front by lake St. Clair, in rear by unlocated lands, northeast by lands of François Marsac, and southwest by lands of N. Patenaude.

Whereupon, Charles Gouin was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, Gagetant Marsac was in possession and occupancy of the premises, and continued so until he sold to the claimant, who since that time has possessed and occupied the same: there is a dwelling-house on the premises, and about thirty arpents are cultivated.

The claimant, in support of his claim, exhibited the following deed, to wit:

L'an mil huit cent, et le vingt-quatrième jour du mois de Septembre, fut présent Gagetant Marsac, du district de Hamtramck, dans le comté de Wayne, et territoire des Etats Unis nord-ouest de la rivière Ohio, lequel reconnoit avoir vendu, cédé, transporté, et délaissé, dès maintenant et à toujours, à René Marsac, son frère, du dit district de Hamtramck, à ce présent acceptant acquéreur, pour lui, ses hoirs, et ayant cause à l'avenir, une ferme, ou plantation, sise et située dans le susdit district de Hamtramck, consistant en deux arpents de front sur quarante de profondeur, bornée en haut par le Capitaine François Marsac, et en bas par la ferme de Josette Tremblé, femme de — Patenaude, avec les bâtimens susconstruits, circonstances, et dépendances, que le dit acquéreur dit bien connoître, et dont il dit être content et satisfait.

Cette vente, cession, transport, et délaissement, ainsi fait pour et moyennant la somme de cent soixante pounds, cours de la Nouvelle York, égale en valeur à quatre cent dollars, monnoye légale des Etats Unis, que le dit vendeur reconnoit avoir reçu comptant lors et avant la passation des présentes. Au moyen de quoy, le dit vendeur a de ce moment transporté, et par ces présentes transporte au dit acquéreur, ses hoirs, et ayant cause, tous et tels droits de propriété, noms, raisons, et actions, et tous autres droits généralement quelconque, qu'il a et pouvait avoir sur la dite terre, ou plantation, s'en démettant et dévêtissant à son profit, voulant et entendant qu'il en soit mis en bonne possession et seigneurie, ainsi et par qu'il appartiendra, en vertu des présentes. Le dit vendeur garantie au dit acquéreur, ses hoirs, et ayant cause, la dite ferme ou plantation exempte de toutes dettes et hypothèques, et de tout trouble généralement quelconque. Fait et passé au Detroit, dans l'étude du prothonotaire, le jour, mois, et an que dessus, et le dit Gagetant Marsac a signé et scellé.

GAGETANT MARSAC. [L. s.]

Signé, scellé, et délivré, en présence de

PETER AUDRAIN, *Prothonotaire*.

WAYNE COUNTY, ss.

Personally came before me, the undersigned, one of the judges of the court of common pleas in and for the said county of Wayne, the within named Gagetant Marsac, and acknowledged the within instrument of writing to be his free and voluntary act and deed for the purposes therein contained, and that, as such, it may be recorded.

In testimony whereof, I have hereunto subscribed my name, at Detroit, the 24th day of September, 1801.

JAMES MAY, *J. C. C. P.*

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 503; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 503. JACQUES LASSELLE.—The Board took into consideration the claim of Jacques Lasselle to a tract of land, situate on the north side of river Raisins; and the notice by him filed 14th instant was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR: DRETROT, December 14, 1808.

Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim to a tract of land, situate on the north side of river Raisins, containing three arpents in front by forty in depth, bounded in front by river Raisins, in rear by unlocated lands, above by my own lands, and below by John Askin, Esq. I claim by virtue of possession, occupancy, and improvements made by me or those from whom I derive title.

J. LASSELLE.

This tract contains, by estimation, one hundred and twenty arpents, it being three arpents in front by forty in depth, bounded in front by river Raisins, in rear by unlocated lands, above by lands of the claimant, and below by lands of John Askin, Esq.

Whereupon, Captain Joseph Jobin was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st of July, 1796, Jean Baptiste Lapointe was in possession and occupancy of the premises, and continued so until he sold to Jean Baptiste Laplante, from whom the claimant has purchased, and has caused the same to be cultivated to this day: about twelve arpents are in cultivation.

The claimant, in support of his claim, exhibited a deed in the words and figures following, to wit:

Par devant le témoin soussigné fut présent Jean Baptiste Laplante, commerçant, et résidant à la rivière aux Raisins, dans le district de Sargent, et comté de Wayne, lequel reconnoit avoir vendu, cédé, transporté, et délaissé, dès maintenant et à toujours, avec garantie de tout trouble, dons, douaires, dettes, hypothèques, évictions, et aliénations, et de tous autres empêchemens généralement quelconque, à Jacques Lasselle, négociant dans le district du Detroit, et susdit comté de Wayne, à ce présent acceptant acquéreur, pour lui, ses hoirs, et ayant cause à l'avenir, une terre sise et située au nord de la rivière aux Raisins, de trois arpents de front sur quarante arpents de profondeur, bornée pardevant par la dite rivière, et par derrière par les terres non concédées, tenant d'un côté à Antoine Beaubien, et de l'autre côté à Jean Askin, Esq. avec tous les bâtimens susconstruits, ainsi que le tout se comporte de toutes parts, circonstances, et dépendances, que le dit acquéreur dit bien connoître, et dont il est content et satisfait. Cette vente, cession, transport, et délaissement, ainsi fait pour et moyennant la somme de cent pounds, cours de la Nouvelle York, que le dit vendeur reconnoit avoir reçu comptant du dit acquéreur, lors et avant la passation des présentes, l'en tient quitte et déchargé, ainsi que tous autres. Au moyen de ce le dit Jean Baptiste Laplante a de ce moment transporté au dit Jacques Lasselle, ses hoirs, et ayant cause, tous et tels droits de propriété qu'il a ou pouvait avoir sur la dite terre; voulant et entendant qu'il en soit mis en bonne possession et seigneurie, ainsi et par qu'il appartiendra en vertu des présentes. Fait et passé au Detroit, dans l'étude du prothonotaire du dit comté de Wayne, le 31ème jour de May, de l'an de notre Seigneur mil huit cent; et le dit vendeur a fait sa marque ordinaire, et a scellé après lecture faite des présentes.

JEAN BTE. LAPLANTE, sa × marque. [L. s.]

PETER AUDRAIN, *Prothonotaire*.

COMTE DE WAYNE, ss.

Est personnellement comparu devant moi, le soussigné, un des Juges à Paix dans et pour le comté de Wayne, Jean Baptiste Laplante, et a déclaré que la vente cy-dessus est son acte volontaire, et que comme tel il peut être enregistré. En foy de quoy, j'ai souscrit mon nom, au Detroit, le 31 de May, 1800.

FRANCOIS NAVARRE, *J. P.*

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 503; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 504. JACQUES JACOB.—The Board took into consideration the claim of Jacques Jacob to a tract of land, situate on the south side of river Raisins; and the notice by him filed was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, December 14, 1808.

Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim to a tract of land, situate on the south side of river Raisins, containing three arpents in front by one hundred and twenty in depth, bounded in front by river Raisins, in rear by unceded lands, on one side by Charles Drouillard, and on the other by one Baudin. I claim by virtue of possession, occupancy, and improvements made by me or those from whom I derive title.

For JACQUES JACOB,
JACQUES LASSELLE.

This tract contains, by estimation, three hundred and sixty arpents, it being three arpents in front by one hundred and twenty in depth, bounded in front by river Raisins, in rear by unceded lands, on one side by lands of Charles Drouillard, and on the other by lands of one Baudin.

Whereupon, Simon Jacob was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st of July, 1796, Etienne Lavolette was in possession and occupancy of the premises, and continued so until he sold to Jean Dusault, who sold to Etienne Jacob, who has sold to the claimant, who has possessed and occupied the same to this day. A house is erected on the premises, and about twelve arpents are cultivated.

The claimant, in support of his claim, exhibited a deed, in the words and figures following, to wit:

Par devant les témoins soussignés fut présent le Sieur Etienne Jacob, lequel reconnoit et confesse avoir de son bon gré, et sans aucune contrainte, vendu, cédé, quitté, transporté, et délaissé, du 3ème jour de Janvier, et à toujours, et promet faire jouir et garantir de tous troubles et empêchements, dons, douaires, dettes, hypothèques, et autre empêchement généralement quelconque, au Sieur Jacques Jacob, son fils, à ce présent et acceptant, à lui, ses hoirs, et ayant cause à l'avenir, une terre de trois arpents de front sur quarante de profondeur, sise et située à la rivière aux Raisins, le long du lac Erie, de ce district, tenant d'un côté du sud à la terre de Charles Drouillard, et du côté du nord à celle de Baudin, avec une maison, et étable, clôture, &c. ainsi que le tout se poursuit et comporte de toute part et de fond en comble. Le dit vendeur se réserve un emplacement d'un demi arpent de front sur un de profondeur, et un morceau de terre de quoy semer trois arpents de bled d'Inde, et trois minots de bled froment. Le dit acquéreur dit avoir vu et visité la ditte terre, dont il est content et satisfait. Cette vente, transport, et délaissement, ainsi fait pour et moyennant la quantité de cent cinquante minots de bled froment, paye en six années, à commencer dans le cours de Décembre de cette même année, et vingt-cinq minots par chaque année à finir au pareil mois de mil huit cent trois. Au moyen de quoy, le dit sieur vendeur a transporté au dit acquéreur, ses hoirs, et ayant cause à l'avenir, tous et tels droits de propriété qu'il a et pouvait avoir sur la ditte terre, dont il s'est par ces présentes dessaisi, demi et denanti au profit du dit acquéreur, voulant et entendant qu'il en soit mis en bonne possession et suffisante seigneurie, et ainsi qu'il appartiendra en vertu des dits présentes, à commencer dans le cour du présent mois. Car ainsy sont convenu les parties de bonne foy, promettant, &c. obligeant, &c. renonçant, &c. Fait et passé à la rivière aux Raisins, le 3ème jour de Janvier, l'an mil sept cent quatre vingt dix-huit, et ont les dits vendeur et acquéreur déclaré ni savoir signer de ce enquis, ont fait leurs marques ordinaires, et scelle après lecture faite suivant l'ordonnance, ainsy ont signé.

Témoins.

JOSEPH CARIER, sa x marque.
JEAN DUSAULT, fils, sa x marque.
HYACINTE LAJOYE, sa x marque.

ETIENNE JACOB, père, sa x marque.
JACQUES JACOB, fils, sa x marque.
MAGDELAINE GAUDET, sa x marque.
ETIENNE DUBOIS.

Le dit vendeur se réserve les animaux et la chaine pour lui labourer la terre, qu'il a réservé sur le présent contrat et pour tous ses propres travaux.

WAYNE COUNTY, ss.

DETROIT, February 21, 1798.

Personally came before me, James May, Esq. one of the Judges of the court of common pleas, viz: Etienne Jacob, Sen. who acknowledges the within to be his act and deed, for the purposes therein contained.

JAMES MAY, J. C. C. P.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 504; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 505. JEAN BAPTISTE PETIT.—The Board took into consideration the claim of Jean Baptiste Petit to a tract of land, situate at L'ance creuse, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 63, under the date of 9th November, 1805.

This tract contains, by estimation, one hundred and sixty arpents, it being four arpents in front by forty in depth, bounded in front by lake St. Clair, in rear by unlocated lands, on one side by lands of Michael Duchene, and on the other side by lands of Mr. Bellenger.

Whereupon, Jean Baptiste Comparet was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st of July, 1796, Francois St. Bernard was in possession and occupancy of the premises, and continued so until he sold to Louis Petit Clair, who sold to Louis Maure, from whom the claimant has purchased, and has occupied the same until the year 1804, when the deponent left that part of the country.

Nicholas Valné, another witness, being sworn, deposed and said, that he knows that the claimant has been in possession and occupancy since the year 1804 to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 505; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 506. CHARLES NICHOLAS GOUIN, Jun.—The Board took into consideration the claim of Charles Nicholas Gouin, to a tract of land, situate at Gross Point, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 276, under the date of February 2, 1805.

This tract contains, by estimation, ——— arpents, it being two arpents and eighteen feet in front by forty arpents in depth, bounded in front by lake St. Clair, in rear by unlocated lands, on one side by Jean Batiste Rivard's lands, and on the other side by lands of Benjamin Marsac.

Whereupon, Charles Gouin, Sen. was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st of July, 1796, Francois Duchene was in possession, and occupancy of the premises, and continued so until he sold to the claimant, who has possessed and occupied the same to this day: a dwelling-house is erected thereon, and about forty arpents are cultivated, with a bearing orchard.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 506; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 507. JACQUES LASSELLE.—The Board took into consideration the claim of Jacques Lasselle to a tract of land, situate on the north side of river Raisins; and the notice by him filed was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim to a tract of land, situate on the north side of the river Raisins, containing three arpents in front by one hundred and twenty in depth, bounded in front by river Raisins, in rear by unconceded lands, below by Captain Jobin, and above by my own lands. I claim by virtue of possession, occupancy, and improvements made by me or those from whom I derive title.

JACQUES LASSELLE.

This tract contains, by estimation, three hundred and sixty arpents, it being three arpents in front by one hundred and twenty in depth, bounded in front by river Raisins, in rear by unlocated lands, below by lands of Captain Joseph Jobin, and above by lands of the claimant.

Whereupon, Captain Joseph Jobin was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st of July, 1796, Louis Bernard, dit Lajoie, was in possession and occupancy of the premises, and continued so until he sold to Antoine Beaugrand, from whom the claimant has purchased, and has caused the same to be cultivated to this day: a dwelling-house, barn, &c. are erected thereon, and about thirty arpents are in cultivation.—Postponed.

NO. 508. AMABLE BELLAIR.—The Board took into consideration the claim of Amable Bellair to a tract of land situate on the north side of river Raisins; and the notice filed in his behalf by Joseph Jobin was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim to a tract of land, situate, lying, and being on the north side of river Raisins, containing six arpents in front by one hundred in rear, bounded in front by river Raisins, in rear by unconceded lands, below by Gabriel Godfroy, and above by land of the late Francis Menard. I claim title by virtue of possession, occupancy, and improvements made by me or those from whom I derive title.

For AMABLE BELLAIR,
JOSEPH JOBIN.

This tract contains, by estimation, six hundred arpents, it being six arpents in front by one hundred in depth, bounded in front by river Raisins, in rear by unconceded lands, below by lands of Gabriel Godfroy, and above by lands of the late Francis Menard, deceased.

Whereupon, Captain Jobin was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st of July, 1796, the claimant was in possession and occupancy of the premises, and has continued so to this day: a house and barn are erected thereon, and twenty arpents are cultivated.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 508; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to to-morrow, at nine in the forenoon.

THURSDAY, December 15, 1808.

The Board met at nine o'clock in the forenoon, pursuant to adjournment.

NO. 509. GABRIEL GODFROY.—The Board took into consideration the claim of Colonel Gabriel Godfroy to a tract of land, situate on the south side of river Raisins, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 295, under the date of 29th November, 1805.

This tract contains, by estimation, five hundred arpents, it being five arpents in front by one hundred in depth, bounded in front by river Raisins, in rear by unconceded lands, below by lands of J. and F. Lasselle, and above by lands of the claimant.

Whereupon, François Navarre, Esq. was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, Medard Couture was in possession and occupancy of the premises, and continued so until he sold to the claimant, who has since tenanted the same to this day: about fifteen arpents are cultivated.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 509; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

NO. 510. FRANÇOIS CATTIN.—The Board took into consideration the claim of François Cattin to a tract of land, situate on the south side of river Raisins; and the notice by him filed the 14th instant was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, December 14, 1808.

Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim to a tract of land, situate on the south side of river Raisins, containing four arpents in front by eighty in depth. I entered with the former commissioners the forty arpents in depth; (see vol. 1, page 213, date 25th November, 1805,) and I now claim the forty arpents back adjoining, by virtue of possession and improvements made prior to the 1st July, 1796, and continued to this day.

FRANÇOIS CATTIN, his \times mark.

Witness, PETER AUDRAIN.

This tract contains, by estimation, three hundred and twenty arpents, it being four arpents in front by eighty in depth, bounded in front by river Raisins, in rear by unlocated lands, above by lands of Jacques Jacob, and below by lands of William Knaggs.

Whereupon, Simon Jacob was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, Charles Drouillard was in possession and occupancy of the premises, and continued so until he sold to François Durgeot, from whom the claimant has purchased, and has possessed and cultivated the same to this day; that improvements were made on the forty acres back, previous to the 1st July, 1796, by cultivating and enclosing thirteen arpents, by Charles Drouillard; that the deponent kept him to plough the same; and that the claimant has continued cultivating the said thirteen arpents since the time he purchased to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 510; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

NO. 511. ANTOINE ROBERT.—The Board took into consideration the claim of Antoine Robert to a tract of land, situate on the south side of river Raisins; which was entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 334, under the date of the 30th November, 1805.

This tract contains, by estimation, two hundred arpents, it being two arpents in front by one hundred in depth, bounded in front by river Raisins, in rear by unlocated lands, east by lands of Richard Pattinson, and west by lands of the late Robert Irwin, deceased.

Whereupon, Israel Ruland was brought forward as a witness in behalf of the claimant, who, being duly sworn deposed and said, that, many years previous to the 1st July, 1796, the claimant was in possession and occupancy of the premises, and has continued so to this day without any interruption; a house and out-houses are erected thereon: six arpents are cultivated, with a bearing orchard.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 511; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 512. MELDRUM AND PARK.—The Board took into consideration the claim of Meldrum and Park to a tract of land, situate on the south side of river Raisins; and the notice by them filed the 9th instant was read in the words and figures following, to wit:

The honorable Commissioners of the Land Board for the territory of Michigan:

Please take notice that I do enter in your office a tract of land, lying and being on the south side of river Raisins, at the entry of said river, bounded on the south by lands of Jacques and Francois Lasselle, easterly on lake Erie, and on said river westerly, containing about six hundred and forty acres.

FOR MELDRUM AND PARK,

GEO. MELDRUM.

This tract contains about six hundred and forty acres, and is bounded south by lands of J. and F. Lasselle, east by lake Erie, west by river Raisins.

Whereupon, Israel Ruland was brought forward as a witness in behalf of the claimants, who, being duly sworn, deposed and said, that, several years previous to the 1st July, 1796, the claimants were in possession and occupancy of the premises, by their tenants, and have continued to this day; about fifty arpents are cultivated.

And thereupon it doth appear to the commissioners that the claimants are entitled to the above described tract of land, and that they have a certificate thereof, which certificate shall be No. 512; and that they cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to to-morrow, at nine in the forenoon.

SATURDAY, December 17, 1808.

The Board met at nine in the forenoon, pursuant to adjournment.

No. 513. LOUIS LAFORGE.—The Board took into consideration the claim of Louis Laforge to a tract of land, situate at L'ance creuse, on lake St. Clair; and the notice by him filed the 17th instant was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, December 17, 1808.

Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim to a tract of land, situate at L'ance creuse, on lake St. Clair, containing four arpents in front by forty in depth, bounded in front by lake St. Clair, in rear by unlocated lands, above by Jean Batiste Paré, and below by Batiste Dubey. I claim by virtue of possession, occupancy, and improvements made by me or those from whom I derive title.

LOUIS LAFORGE, his + mark.

Witness, PETER AUDRAIN.

This tract contains, by estimation, one hundred and sixty arpents, it being four arpents in front by forty in depth, bounded in front by lake St. Clair, in rear by unlocated lands, above by lands of Jean Batiste Paré, and below by lands of Batiste Dubey.

Whereupon, Jean Batiste Nantay was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the claimant was in possession and occupancy of the premises, and has continued so to this day, without any interruption: about ten arpents are cultivated; there are a dwelling-house, barn, and a bearing orchard on the premises.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 513; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 514. FRANCOIS MOUTON.—The Board took into consideration the claim of Francois Mouton to a tract of land, situate on the north side of river Raisins; and the notice filed 16th December by Joseph Voyer, in his behalf, was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, December 16, 1808.

Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim to a tract of land, situate on the north side of river Raisins, containing six arpents in front by one hundred in depth, bounded in front by river Raisins, in rear by unlocated lands, below by William Knaggs, and above by unconceded lands. I claim by virtue of possession, occupancy, and improvements made by me or those from whom I derive title.

FOR FRANCOIS MOUTON,

JOSEPH VOYER.

This tract contains, by estimation, six hundred arpents, it being six arpents in front by one hundred in depth, bounded in front by river Raisins, in rear by unlocated lands, below by lands of William Knaggs, and above by unconceded lands.

Whereupon, Antoine Bouldard was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, Batiste Reaume was in possession and occupancy of the premises, and remained on the same two or three years. Louis Gornion took possession, and remained thereon about two or three years. Amable Bellair took possession and remained thereon three years; and since that time the claimant took possession, and has lived on it going on four years: about fifteen or sixteen arpents are cultivated; there are a dwelling-house and stables erected.—Postponed.

No. 515. FRANCOIS LAVIOLETTE.—The Board took into consideration the claim of Francois Lavolette to a tract of land, situate on the north side of river Raisins; and the notice by him filed the 16th instant was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, December 16, 1808.

Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim to a tract of land, situate on the north side of river Raisins, containing three arpents in front by the same depth as the adjoining farms, to wit, one hundred and twenty arpents, bounded in front by river Raisins, in rear by unlocated lands, above by Gabriel Godfroy, and below by Francois Cattin, dit Baron. I claim by virtue of possession, occupancy, and improvements made by me or those from whom I derive title.

FRANCOIS LAVIOLETTE, sa + marque.

Witness, PETER AUDRAIN.

This tract contains, by estimation, three hundred and sixty arpents, it being three arpents in front by one hundred and twenty in depth, bounded in front by river Raisins, in rear by unlocated lands, above by lands of Gabriel Godfrey, and below by lands of Francois Cattin, dit Baron.

Whereupon, Antoine Boulard was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, James Knaggs was in possession and occupancy of the premises, and continued so until he sold to Etienne Jacob, from whom the claimant has purchased, and has possessed and occupied the same to this day. This tract has always been cultivated: about thirteen arpents are cultivated; a house and stables are erected thereon.—Postponed.

NO. 516. RACHEL KNAGGS.—The Board took into consideration the claim of Rachel Knaggs to a tract of land, situate on the north side of river Raisins; and the notice filed the 16th instant by Joseph Voyer, in her behalf, was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

Sir:

DETROIT, December 16, 1808.

Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim to a tract of land, on which I have lived these fifteen or sixteen years, situate on the north side of river Raisins, containing two and three-fourths acres in front by one hundred in depth, bounded in front by said river Raisins, in rear by unlocated lands, above by Giles Barns, and below by Thomas Knaggs. I claim by virtue of possession, occupancy, and improvements made by me.

FOR RACHEL KNAGGS,

JOSEPH VOYER.

This tract contains, by estimation, two hundred and seventy-five arpents, it being two and three-fourths arpents in front by one hundred in depth, bounded in front by river Raisins, in rear by unlocated lands, above by lands of Giles Barns, and below by lands of Thomas Knaggs.

Whereupon, Antoine Boulard was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the claimant was in possession and occupancy of the premises, and has continued so to this day without any interruption: a house, store, stables, &c. are erected thereon; about twelve arpents are cultivated.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that she have a certificate thereof, which certificate shall be No. 516; and that she cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

NO. 517. ABIJAH AND JESSE HUNT.—The Board took into consideration the claim of Abijah and Jesse Hunt to a tract of land, situate on the south side of river Raisins; and the notice filed the 12th instant was read in the words and figures following, to wit:

To the Register of the Land Office of the United States, in the District of Detroit.

Sir:

DETROIT, December 8, 1808.

Messrs. Abijah and Jesse Hunt hereby give notice, and make entry with the Commissioners of the United States' Land Office at Detroit, that they claim to have and to hold a certain tract of land, as tenants in common, situated on the south side of the river, within the territory of Michigan, and district of Detroit, containing twelve acres French measure, in front upon said river Raisins, and sixty acres French measure in depth, more or less, bounded in front by said river Raisins, and in rear by other lands claimed by the said Abijah and Jesse Hunt, on the upper side by a farm formerly in possession of J. B. Labonté, alias Laplante, on the other side by other lands of the claimants, the same being lands formerly claimed and owned by Louis Cousineau, or Cousinault, and Bissonet, and by them sold to Israel Ruland, which said land and farms by mesne conveyances came into the possession of the claimants. The claimants also set up title to said farm and tract of land by virtue of possession, occupancy, and improvements in themselves and those under whom they claim &c., and pray to be confirmed in said title, &c.

FOR MESSRS. ABIJAH AND JESSE HUNT,

SOL. SIBLEY, *Agent and Attorney.*

This tract is part of a tract of land which was entered with the former Commissioners of the Land Office at Detroit, in volume 1, page 73, under the date of 12th November, 1805, and which was lying at the time in that part of the country where the Indian title was not extinguished.

This tract contains, by estimation, seven hundred and twenty arpents, it being twelve arpents in front by sixty in depth, is bounded in front by river Raisins, in rear by lands of the claimants, on the lower side by one Dubreuil's farm, now in possession of James Moore, and on the upper side by lands claimed by the claimants.

Whereupon, Antoine Boulard was brought forward as a witness in behalf of the claimants, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, Bissonet was in possession of one tract, which he afterwards sold to Ruland, who sold to Louis Bond, from whom the claimants purchased; that Antoine Beaubien was in possession of the second tract on the 1st July, 1796, and continued so until he sold to Israel Ruland, who sold to Louis Bond, from whom the claimants have purchased, that Jean Baptiste Lapointe was in possession of the other tract on the 1st July, 1796, and sold to Israel Ruland, who sold to Louis Bond, from whom the claimants have purchased. The deponent said that James Moore doth cultivate part of the said tract now claimed (about seven and a half arpents) which he saith has been cultivated since the year 1796.—Postponed.

NO. 518. ABIJAH AND JESSE HUNT.—The Board took into consideration another claim of Abijah and Jesse Hunt to a tract of land, situate on the south side of river Raisins; and the notice filed 12th instant was read in the words and figures following, to wit:

To the Register of the United States' Land Office for the District of Detroit.

Sir:

DETROIT, December 6, 1808.

Notice is hereby given to the Commissioners of the said United States' Land Office at Detroit, that Messrs. Abijah and Jesse Hunt make entry of claim and title as tenants in common to a certain farm or tract of land, situate within the territory of Michigan, and district of Detroit, upon the south side of the river Raisins, in said district, being fourteen arpents in front upon said river, fifty-five arpents in depth, more or less, bounded in front upon said river, on the lower side by a farm formerly claimed by Dubreuil, now possessed by Mr. James Moore, in rear by lands of claimants, and on the upper side by other lands of claimants; the same being formerly claimed and possessed by Jean Baptiste Laplante, Antoine Beaubien, and Etienne Bissonet, and by them sold to Israel Ruland; which said farm or tract of land has by mesne conveyances come into the possession of the claimants: they set up title and claim to said farm or tract of land by virtue of long possession, occupancy, and improvements by themselves, or those under whom they claim, made and had thereon, and others, &c. They pray, therefore, that said farm or tract of land may be confirmed to them.

FOR ABIJAH AND JESSE HUNT, *Claimants,*

SOL. SIBLEY, *Agent and Attorney.*

This tract is part of a tract of land which was entered with the former Commissioners of the Land Office at Detroit, in volume 1, page 73, under the date of 12th November, 1805, and which was lying at that time in that part of the country where the Indian title was not extinguished.

This tract contains, by estimation, seven hundred and twenty arpents, it being twelve arpents in front by sixty in depth, bounded in front by river Raisins, in rear by lands of the claimants, on the upper side by a farm formerly of Jean Baptiste Labonté, now claimed by J. and F. Lasselie, and on the lower side by lands of the claimants.

Whereupon, Antoine Boulard was brought forward as a witness in behalf of the claimants, who, being duly sworn, deposed and said, that, on the 1st July, 1796, Etienne Bissonet was in possession and occupancy of one tract, until he sold to Israel Ruland, who sold to Louis Bond, who sold to the claimants. That Louis Cousineau was in possession and occupancy of two tracts, until he sold to Israel Ruland, who sold to Louis Bond, from whom the claimants have purchased. The deponent saith that about ten arpents are cultivated on the upper side of this claim, next to the farm now claimed by J. and F. Lasselie, and have continued to be cultivated every year from 1796 to this day: a house and stables were formerly on the premises; the house is now burnt, the stables remain.—Postponed.

No. 519. JEAN DUSEAU, administrator, &c.—The Board took into consideration the claim of Jean Duseau, as administrator to the estate of the late Louis Cousineau, deceased, to a tract of land, situate on the south side of river Raisins; and the notice by him filed 17th instant was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim, as administrator to the estate of the late Louis Cousineau, deceased, to a tract of land, situate on the south side of river Raisins, containing five arpents in front by one hundred and twenty in depth, bounded in front by river Raisins, in rear by unlocated lands, above by Gabriel Godfroy, and below by Charles Lajoie. I claim by virtue of possession, occupancy, and improvements made by me or those from whom I derive title.

For JEAN DUSEAU, Administrator, &c.

ANTOINE LASSELLE, Jun.

This tract contains, by estimation, six hundred arpents, it being five arpents in front by one hundred and twenty in depth, bounded in front by river Raisins, in rear by unlocated lands, above by lands of Gabriel Godfroy, and below by lands of Charles Lajoie.

Whereupon, Antoine Boulard was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, Jean Baptiste Laplante was in possession and occupancy of the premises, and continued so until he sold to the late Louis Cousineau, deceased, who possessed the same until he died; since which time, the said Jean Duseau has tenanted the same for the heirs: twenty arpents are cultivated, and there is a grist-mill on the premises.

And thereupon it doth appear to the commissioners that the claimant, as administrator, is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 519; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 520. AMABLE BELLAIR.—The Board took into consideration the claim of Amable Bellair to a tract of land, situate on Otter creek; and the notice by him filed 17th December was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, December 17, 1808.

Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim to a tract of land, situate on Otter creek, containing six arpents in front by about forty in depth, bounded in front by Otter creek, in rear by river aux Vases, below by my own lands, and above by unlocated lands. I claim by virtue of possession, occupancy, and improvements made by me or those from whom I derive title.

For AMABLE BELLAIR,

ANTOINE LASSELLE, Jun.

This tract contains, by estimation, two hundred and forty arpents, it being six arpents in front by about forty in depth, bounded in front by Otter creek, in rear by river aux Vases, below by my own lands, and above by unlocated lands.

Whereupon, Antoine Boulard was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the claimant was in possession of the premises, and that he began to cultivate the same two years after, and has continued so to this day: eighteen or nineteen arpents are cultivated and enclosed; there are no buildings on the premises, and never were.—Postponed.

No. 521. WILLIAM KNAGGS.—The Board took into consideration the claim of William Knaggs to a tract of land, situate on the south side of river Raisins; and the notice filed 17th December was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, December 17, 1808.

Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim to a tract of land, situate on the south side of river Raisins, containing three arpents in front by one hundred and twenty in depth, bounded in front by said river Raisins, in rear by unlocated lands, above by François Baron, and below by Joseph Bellair. I claim by virtue of possession, occupancy, and improvements made by me or those from whom I derive title.

For WILLIAM KNAGGS,

ANTOINE LASSELLE, Jun.

This tract contains, by estimation, three hundred and sixty arpents, it being three arpents in front by one hundred and twenty in depth, bounded in front by river Raisins, in rear by unlocated lands, above by lands of François Baron, and below by lands of Joseph Bellair.

Whereupon, Antoine Boulard was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the late Etienne Lavolette was in possession and occupancy of the premises, and continued until he sold to Paschal Bissonet, from whom the claimant has purchased, and has tenanted the same these eight years to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 521; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 522. JEAN BAPTISTE ROBIDOU.—The Board took into consideration the claim of Jean Baptiste Robidou to a tract of land, situate on the north side of river Raisins; and the notice filed 17th December was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, December 17, 1808.

Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim to a tract of land, situate on the north side of river Raisins, containing three arpents in front by sixty in depth, bounded in front by river Raisins, in rear by unlocated lands, east and west by J. and F. Lasselie. I claim by virtue of possession, occupancy, and improvements made by me or those from whom I derive title.

For JEAN BAPTISTE ROBIDOU,

ANTOINE LASSELLE, Jun.

This tract contains, by estimation, one hundred and eighty arpents, it being three arpents in front by sixty in depth, bounded in front by river Raisins, in rear by unlocated lands, east and west by lands of J. and F. Lasselle.

Whereupon, Antoine Boulard was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, Chrysostom Villars was in possession and occupancy of the premises, and continued so until he sold to Hubert Lacroix, from whom the claimant has purchased; that this tract has been constantly cultivated since 1796 to this day: forty or fifty arpents are cultivated; a house, barn, and stables, are erected, and an orchard planted thereon.

The claimant, in support of his claim, exhibited two deeds in the words and figures following, to wit:

Know all men by these presents that we, Chrysostom Villars and Josette Villars, his wife, of the river Raisins, in the district of Erie, and territory of Michigan, for and in consideration of four hundred and fifty dollars, to us in hand paid by Hubert Lacroix, of the river, district, and territory aforesaid, the receipt whereof we do hereby acknowledge, have sold, bargained, transferred, aliened, and confirmed, and do, by these presents, sell, bargain, transfer, alien, and confirm, unto the said Hubert Lacroix all our right, title, claim, and interest, in and to a certain farm, lot, tract, or parcel of land, situate, lying, and being, on the north side of said river Raisins, and bounded as follows, to wit: southerly and front by said river Raisins, on the western side by the lands and tenements of Jacques and François Lasselle, in rear by vacant land, and on the eastern side also by lands claimed by said Jacques and François Lasselle, consisting of, or containing, three arpents in front, and running sixty arpents in rear, be the same more or less: to have and to hold the said farm, lot, tract, or parcel, of land to the said Hubert Lacroix, his heirs, executors, administrators, and assigns, with the house, out-houses, barn, stables, fences, and improvements, and all and singular of the appurtenances and privileges thereunto in anywise belonging, to have and to hold forever. And we, the said Chrysostom Villars, and Josette Villars, his wife, do, by these presents, warrant and forever defend the said premises against the claim or claims of ourselves, our heirs, executors, administrators, or assigns, and from the claim of all and every other person or persons whatever, (the claim of the Government of the United States only excepted,) free and clear from all bonds, mortgages, judgments, conveyances, or prior sales, of whatsoever name or nature.

In testimony whereof, we, not knowing how to write, have caused our names to be written, have made our common mark, and have hereunto affixed our seals, at river Raisins aforesaid, this twenty-eighth day of November, one thousand eight hundred and seven.

CHRYSOSTOM VILLARS, his \times mark. [L. s.]

JOSETTE VILLARS, his \times mark. [L. s.]

Signed, sealed, and delivered, after being read and duly understood, in presence of us,

CHRIST. TUTTLE,
JOHN BURBANK.

TERRITORY OF MICHIGAN, *District of Erie:*

Know all men by these presents, that I, Hubert Lacroix, of the river Raisins, in the district of Erie, and territory of Michigan, for and in consideration of five hundred dollars, lawful money of the United States, to me in hand paid by Jean Batiste Robidou, of river, district, and territory aforesaid, the receipt whereof I, the said Hubert Lacroix, do hereby acknowledge, have sold, bargained, transferred, and confirmed, and by these presents do sell, bargain, transfer, and confirm unto the said Jean Batiste Robidou all my right, title, claim, and interest in and to a certain farm, lot, tract, or parcel of land, situate, lying, and being on the northern side of said river Raisins, and bounded as follows, to wit: southerly and front by said river Raisins, on the western side by the lands and tenements of Jacques and François Lasselle, in rear by vacant lands, and on the eastern side by lands also claimed by said Jacques and François Lasselle, consisting of, or containing, three arpents in front, and running sixty arpents in depth, or near, be the same more or less: to have and to hold the said farm, lot, tract, or parcel of land, with the house, out-houses, barn, stables, fences, and improvements, and all and singular of the appurtenances and privileges thereunto in anywise belonging, to have and to hold forever. And I, the said Hubert Lacroix, do, by these presents, warrant and forever defend the said premises against the claims of myself, my heirs, executors, administrators, and assigns, and against the claims of all and every other person or persons whatsoever, (the claim of the Government of the United States only excepted,) free and clear from all bonds, mortgages, or judgments, or prior sale, of whatsoever name or nature.

In testimony whereof, I have hereunto subscribed my name, and affixed my seal, at River Raisins aforesaid, this 29th day of November, 1808.

HUBERT LACROIX. [L. s.]

Signed, sealed, and delivered, in the presence of us,

CHRIST. TUTTLE,
JOHN BURBANK.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 522; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 523. GABRIEL GODFROY, SEN.—The Board took into consideration the claim of Gabriel Godfroy, Sen. to a tract of land, situate on the southwest side of river Rouge; and the notice by him filed 17th instant was read in the words and figures following, to wit:

SIR:

To the Register of the Land Office at Detroit.

DETROIT, December 17, 1808.

Please take notice that I claim title to a tract of land in the district of Detroit, situate, lying, and being on the southwest side of river Rouge, containing, by estimation, two hundred arpents, it being four arpents in front by fifty in depth, bounded in front by said river, and in rear by unlocated lands, on the northwest by lands of Jacques and François Lasselle, and on the southeast by lands of François Lafontaine. I claim title by virtue of possession, occupancy, and improvements made by me previous to 1796, or by those from whom I derive title.

G. GODFROY.

This tract contains, by estimation, two hundred arpents, it being four arpents in front by fifty in depth, bounded in front by river Rouge, in rear by unlocated lands, northwest by lands of J. and F. Lasselle, and southeast by lands of François Lafontaine.

Whereupon, John Cissne was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, Redmond Condon was in possession and occupancy of the premises, and continued so until 1799, when he sold to the claimant, who has possessed and tenanted the same to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 523; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to Monday next, at nine o'clock in the forenoon.

MONDAY, December 19, 1808.

The Board met at nine o'clock in the forenoon, pursuant to adjournment; and, there being no business, adjourned to to-morrow, at nine in the forenoon.

TUESDAY, December 20, 1808.

The Board met at nine in the forenoon, pursuant to adjournment.

No. 524. THE LEGAL HEIRS OF JOSEPH VOYER, deceased.—The Board took into consideration the claim of the legal heirs of Joseph Voyer to a tract of land, situate on the river Rouge; and the notice filed 15th June last by Joseph Voyer, agent in their behalf, was read in the words and figures following, to wit:

To PETER AUDRAIN, *Register of the Land Office at Detroit.*

SIR:

DETROIT, June 15, 1808.

Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim, as agent and attorney for the heirs of the late Joseph Voyer, deceased, to a tract of land on the river Rouge, containing three arpents in front, extending in depth to the lands of the St. Cosme family, bounded in front by said river Rouge, above by lands of John Conely, and below by lands of Louis Vesure, dit Laferté. I claim and make title by virtue of possession, occupancy, and improvements, made by the late Joseph Voyer or those from whom he derived title.

JOSEPH VOYER, *Agent.*

This tract contains, by estimation, — arpents, it being three arpents in front extending in depth to the St. Cosme family's lauds, bounded in front by river Rouge, above by lands of John Conely, and below by lands of Louis Laferté, Jun.

Whereupon, Gabriel Godfroy, Sen. was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, Jacob Young was in possession and occupancy of the premises, and continued so until he sold to the late Joseph Voyer, deceased, in the year 1797, who possessed and occupied the same until he died; since which time, the claimant, as agent and attorney of the legal heirs, has tenanted the same to this day: a dwelling-house and barn are erected on the premises, and forty arpents are in cultivation.

And thereupon it doth appear to the commissioners that the claimants are entitled to the above described tract of land, and that they have a certificate thereof, which certificate shall be No. 524; and that they cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 525. GABRIEL GODFROY, SEN. AND HIS CHILDREN.—The Board took into consideration the claim of Gabriel Godfroy, Sen. in behalf of his children, to a tract of land, situate on the river Rouge, entailed to his children by his father, the late Jacques Godfroy, deceased, as per deed here annexed, which was entered with the former Commissioners of the Land Office at Detroit, in volume 1, page 181, under the date of 25th January, 1805.

This tract contains, by estimation, — arpents, it being three arpents in front, extending in depth to the St. Cosme line, bounded in front by river Rouge, on one side by lands of Miniche Labadi, and on the other side by lands now claimed by Claude Campeau.

Whereupon, Pierre Chene was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the claimant was in possession and occupancy of the premises, and has continued so to this day, and that the premises have been cultivated every year to this day: ten arpents are in cultivation, and a dwelling-house is erected thereon.

The claimant, in support of his claim, exhibited a deed in the words and figures following, to wit:

PRO. HAUT CANADA, DETROIT, *District de l'Ouest:*

Par devant François Deruisseaux Bellcour, notaire au Detroit, y résident, et témoins soussignés, fut présent le Sieur Jacques Godfroy, père, demeurant dans la cité du sud-ouest de la paroisse de Ste. Anne, de ce district, lequel reconnait par ces présentes avoir, de son bon gré, quitté, cédé, transporté, et délaissé, dès maintenant et à toujours, avec garantie de tous troubles, dons, douaires, dettes, hypothèques, évictions, aliénations, et de tous autres empêchements généralement quelconque, au Sieur Gabriel Godfroy, son fils, demeurant aussi dans la cité et paroisse susdites, à ce présent et acceptant, pour en jouir en usufruit sa vie durant seulement, un arpent de terre de front sur quarante de profondeur, sise et située au nord de la rivière du dit Detroit, tenant d'un côté à l'est-nord-est à la terre du feu Alexis Biennven Delisle, et du côté l'ouest-sud-ouest à celle du dit acceptant, de même que deux esclaves, sept bœufs et vaches, deux chevaux, quatre cochons, une charrette garnie, une chaîne complète, deux haches, deux pioches, un harnois, deux lits garnis, une marmite, une poêle à frire, une douzaine d'assiettes, six cuilliers et six fourchettes d'argent, un goblet d'argent, et plusieurs autres meubles de ménage; voulant et entendant le dit Sieur Jacques Godfroy, que son dit fils, Gabriel Godfroy, jouisse du dit arpent de terre et des dites bâtiments susconstruits, ainsi que des autres articles susmentionnés, sa vie durant, comme dit est, sans pouvoir ny vendre, engager, ou échanger les dits biens, sous aucune prétexte que ce soit, ni d'aucune manière que ce puisse être; et après la mort du dit Gabriel Godfroy, le dit arpent de terre, et les autres biens susmentionnés, appartiendront aux enfants du dit Gabriel Godfroy, à qui le dit Sieur Jacques Godfroy, leur grand-père, donne le tout, ainsi qu'une terre sise à gauche en montant la rivière Rouge, tenant d'un côté à Miniche Labadi, et de l'autre côté à Toussaint Chene, et par derrière joignant les terres de St. Cosme; le tout pour être partagé entre eux, également, voulant qu'ils, ou leurs hoirs, ayant cause à l'avenir, en jouissent et disposent, comme d'un bien à eux appartenant, aussitôt après le décès de leur père, le dit sieur donateur, leur grand-père, leur transportant à cet effet, tous droits de propriété, noms, raisons, actions, et tous autres droits qu'il a et pouvait avoir en et sur les dits biens, à eux données par ces présentes, et qu'il soit mis en bonne possession et seigneurie, par qui et ainsi qu'il appartiendra en vertu des dits présentes. Cette donation et délaissement, ainsi fait à la charge par le dit Gabriel Godfroy, pour l'usufruit des dits biens, de loger, nourrir, coucher, chauffer, et éclairer le dit sieur Jacques Godfroy, son père, sa vie durant, de le bien traiter tant en santé qu'en maladie, et auquel cas de maladie, de le soigner et faire soigner, comme il convient, et de lui fournir toutes les douceurs nécessaires; et lors qu'il plaira à Dieu de disposer de lui, de le faire inhumer décentement, et de faire dire cinquante messes basses pour le repos de son ame, ce dont le dit Gabriel Godfroy se charge d'exécuter ponctuellement. Car ainsi sont expressément convenu les parties, de bonne foy, promettant et obligeant, &c.

Fait et passé au dit Detroit, dans la province du Haut Canada, en la maison de résidence des dits sieurs donateur et donataire, le quinzième jour de Juin, mil sept cent quatre-vingt-quinze, avant midi, et ont signé et scellé, après lecture faite suivant l'ordonnance, ainsi signé à la minute.

— GODFROY.
GAB. GODFROY.

Présence de

J. BTE. CICOTTE.
JACQUES GODFROY, Fils.
FRS. DX. BELLCOUR, *Notaire Public.* [L. S.]

And thereupon it doth appear to the commissioners that the claimant and his children are entitled to the above described tract of land, and that they have a certificate thereof, which certificate shall be No. 525; and that they cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 526. ANTOINE LASSELLE, JUN.—The Board took into consideration the claim of Antoine Lasselle, Jun. to a tract of land, situate on the north side of river Raisins; and the notice by him filed 19th instant was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, December 19, 1808.

Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim to a tract of land, situate on the north side of river Raisins, containing four arpents in front by one hundred and twenty in depth, bounded in front by said river Raisins, in rear by unlocated lands, above by lands of Robert Tonton Navarre, and below by lands of Antoine Campeau. I claim by virtue of possession, occupancy, and improvements made by me or those from whom I derive title.

ANTOINE LASSELLE, Jun.

This tract contains, by estimation, four hundred and eighty arpents, it being four arpents in front by one hundred and twenty in depth, bounded in front by river Raisins, in rear by unlocated lands, above by lands of Robert, dit Tonton Navarre, and below by lands of Antoine Campeau.

Whereupon, Israel Ruland was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, Batiste Couture was in possession and occupancy of the premises, and continued so until he sold to Etienne Navarre, who sold to Jacques and François Lasselle, from whom the claimant has purchased and has possessed and tenanted the same to this day: about eighty arpents are cultivated; a valuable dwelling-house, barn, and a number of out-houses are erected thereon.—Postponed.

No. 527. J. and F. LASSELLE.—The Board took into consideration the claim of J. and F. Lasselle to a tract of land, situate on the north side of river Raisins; and the notice filed 19th instant was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, December 19, 1808.

Take notice that we now enter with the Commissioners of the Land Office at Detroit our claim to a tract of land, situate on the north side of river Raisins, containing two arpents in front by one hundred in depth, bounded in front by river Raisins, in rear by unlocated lands, above by our own lands, and below by Alexis Lorranger. We claim by virtue of uninterrupted possession, occupancy, and improvements made by us previous to the 1st July, 1796, and continued down to this day.

For J. and F. LASSELLE,
ANTOINE LASSELLE, Junior.

This tract contains, by estimation, two hundred arpents, it being two arpents in front by one hundred in depth, bounded in front by river Raisins, in rear by unlocated lands, above by lands of the claimants, and below by lands of Alexis Lorranger.

Whereupon, Antoine Boulard was brought forward as a witness in behalf of the claimants, who, being duly sworn, deposed and said, that, previous to the 1st of July, 1796, Bourdon was in possession and occupancy of the premises, as tenant of the claimants, who have caused the premises to be cultivated every year without interruption to this day: twelve arpents are cultivated, &c.

And thereupon it doth appear to the commissioners that the claimants are entitled to the above described tract of land, and that they have a certificate thereof, which certificate shall be No. 527; and that they cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 528. THE HEIRS OF CATHARINE GODFROY, deceased.—The Board took into consideration the claim of the heirs of Catharine Godfroy, deceased, to a tract of land, situate on Rocky river; and the notice filed 19th instant by Gabriel Godfroy, in their behalf, was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, December 19, 1808.

Please take notice that we claim title to a tract of land in the district of Detroit, situate, lying, and being on Rocky river, containing, by estimation, four hundred and fifty arpents, it being four and a half arpents in front by one hundred arpents in depth, bounded in front by said river, and in rear by Swan creek or unlocated lands, on the south and east by lands of the United States, and on the north and west by lands claimed by the claimants. We claim title by virtue of possession, occupancy, and improvements made thereon prior to the 1st of July, 1796, and continued to this day.

For the heirs of the late CATHARINE GODFROY,
G. GODFROY.

This tract contains, by estimation, four hundred and fifty arpents, it being four and a half arpents in front by one hundred in depth, and is bounded as in the notice above.

Whereupon, Baptiste Solo was brought forward as a witness in behalf of the claimants, who, being duly sworn, deposed and said, that, previous to the 1st of July, 1796, Gabriel Godfroy had Fili Desnoyer and Pierre Dufour as tenants on the premises, and has continued to cause the same to be cultivated every year to this day: more than twenty arpents are cultivated.—Postponed.

No. 529. THE HEIRS OF CATHARINE GODFROY, deceased.—The Board took into consideration the claim of the heirs of Catharine Godfroy, deceased, to a tract of land, situate on Rocky river; and the notice filed 19th instant by Gabriel Godfroy, in their behalf, was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, December 19, 1808.

Take notice that we claim title to a tract of land in the district of Detroit, situate, lying, and being on Rocky river, containing, by estimation, four hundred and fifty arpents, it being four and a half arpents in front by one hundred in depth, bounded in front by said river, and in rear by Swan creek, or unlocated lands, on the south and east and north and west by lands claimed by the claimants. We claim title by virtue of possession, occupancy, and improvements made thereon previous to the year 1796, and continued to this day.

For the heirs of the late CATHARINE GODFROY,
G. GODFROY.

This tract contains, by estimation, four hundred and fifty arpents, it being four and a half arpents in front by one hundred in depth, and is bounded as in the notice above.

Whereupon, Israel Ruland was brought forward as a witness in behalf of the claimants, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, Gabriel Godfroy had tenants on the premises, and has continued to cause the same to be cultivated every year to this day: ten or twelve arpents are cultivated, and a house erected thereon.—Postponed.

No. 530. THE HEIRS OF CATHARINE GODFROY, deceased.—The Board took into consideration the claim of the heirs of Catharine Godfroy, deceased, to a tract of land, situate on Rocky river; and the notice filed 19th instant by Gabriel Godfroy, in their behalf, was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, December 19, 1808.

Please take notice that we claim title to a tract of land in the district of Detroit, situate, lying, and being on Rocky river, containing, by estimation, four hundred and fifty arpents, it being four and a half arpents in front by one hundred in depth, bounded in front by said river, in rear by Swan creek or unlocated lands, on the south and east, north and west, by lands claimed by the claimants. We claim title by virtue of possession, occupancy, and improvements made thereon previous to the year 1796, and continued to this day.

For the heirs of CATHARINE GODFROY,
G. GODFROY.

This tract contains, by estimation, four hundred and fifty arpents, it being four and a half arpents in front by one hundred in depth, and is bounded as in the notice.

Whereupon, Israel Ruland was brought forward as a witness in behalf of the claimants, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, Gabriel Godfroy had tenants on the premises; that Brock, one of the tenants has been cultivating the same these ten or twelve years, and that this tract has been cultivated every year to this day: a house and barn are erected, and about seven acres are cultivated.—Postponed.

NO. 531. THE HEIRS OF CATHARINE GODFROY, deceased.—The Board took into consideration another claim of the heirs of Catharine Godfroy, deceased, to a tract of land, situate on Rocky river; and the notice filed 19th instant by Gabriel Godfroy, in their behalf, was read in the words and figures following, to wit:

To the Register of the United States' Land Office at Detroit.

SIR:

DETROIT, December 19, 1808.

Please take notice that we claim title to a tract of land in the district of Detroit, situate, lying, and being on Rocky river, containing, by estimation, three hundred and fifty arpents, it being three and a half arpents in front by one hundred in depth, bounded in front by said river, and in rear by Swan creek or unlocated lands, on the south and east by lands claimed by the claimants, and on the north and west by lands claimed by Gabriel Godfroy, senior. We claim title by virtue of possession, occupancy, and improvements made thereon previous to the year 1796, and continued to this day.

For the heirs of the late CATHARINE GODFROY,
G. GODFROY.

This tract contains, by estimation, three hundred and fifty arpents, it being three and a half arpents in front by one hundred in depth, and is bounded as in the notice.

Whereupon, Baptiste Solo was brought forward as a witness in behalf of the claimants, who, being duly sworn, deposed and said, that, previous to the 1st of July, 1796, Gabriel Godfroy had tenants on the premises, and caused the premises to be cultivated every year to this day: four acres are in cultivation and under fence.—Postponed.

NO. 532. GABRIEL GODFROY, senior.—The Board took into consideration the claim of Gabriel Godfroy, senior, to a tract of land, situate on Rocky river; and the notice by him filed 19th instant was read in the words and figures following, to wit:

To the Register of the United States' Land Office at Detroit.

SIR:

DETROIT, December 19, 1808.

Please take notice that I claim title to a tract of land in the district of Detroit, situate, lying, and being on Rocky river, containing, by estimation, six hundred and thirty-seven arpents, it being thirteen arpents in front by forty-nine in depth, bounded in front by said river, and in rear by unlocated lands, on the south and east by lands claimed by the heirs of the late Catharine Godfroy, and north and west by unlocated lands. I claim this tract (to the exception of two arpents in front by two in depth, which I have sold to George Meldrum) by virtue of possession, occupancy, and improvements made by me previous to 1796, and continued to this date.

G. GODFROY.

This tract contains, by estimation, six hundred and thirty-seven arpents, it being thirteen arpents in front by forty-nine arpents in depth, and is bounded as in the notice.

Whereupon, Israel Ruland was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the claimant was in possession, and kept tenants on the premises, and has continued to cause the same to be cultivated every year to this day: a house is erected, and three arpents cultivated.—Postponed.

NO. 533. GABRIEL GODFROY, senior.—The Board took into consideration the claim of Gabriel Godfroy, senior, to a tract of land, situate on the north side of river Raisins; and the notice by him filed the 20th instant was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, December 20, 1808.

Please take notice that I claim title to a tract of land in the district of Detroit, situate, lying, and being on the north side of river Raisins, containing, by estimation, five hundred and seventy-five arpents, it being five and three-fourths arpents in front by one hundred in depth, bounded in front by said river, in rear by unlocated lands, on the west by lands claimed by Amable Bellair, and on the east by lands claimed by Gabriel Godfroy, Jun., formerly the property of Peter Deinarce. I claim title by virtue of possession, occupancy, and improvements made by me thereon previous to the year 1796, and continued to this date.

G. GODFROY.

This tract contains, by estimation, five hundred and seventy-five arpents, it being five and three-fourths arpents in front by one hundred in depth, and is bounded as in the notice above.

Whereupon, Antoine Boulard was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, Amable Bellair cultivated about six arpents, as tenant to the claimant, and has continued so to this day.

Baptiste Solo, another witness, being sworn, deposed and said, that, previous to the 1st July, 1796, Etienne Jacob cultivated about twelve arpents, as tenant of the claimant, and continued until about a year ago, when he ceased to cultivate.—Postponed.

NO. 534. GABRIEL GODFROY, senior.—The Board took into consideration the claim of Gabriel Godfroy, senior, to a tract of land, situate on the south side of river Raisins; and the notice by him filed the 20th December instant was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

Take notice that I claim title to a tract of land in the district of Detroit, situate, lying, and being on the south side of river Raisins, containing, by estimation, three hundred arpents, it being three arpents in front by one hundred in depth, bounded in front by said river, and in rear by unlocated lands, on the west by lands claimed by Joseph Bellair, and on the east by lands claimed by the heirs of Joseph Cousineau. I claim title by virtue of possession, occupancy, and improvements made by me thereon previous to the year 1796, or by those from whom I derive title.

G. GODFROY.

This tract contains, by estimation, three hundred arpents, it being three arpents in front by one hundred in depth, bounded as in the notice.

Whereupon, Antoine Boulard was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, one Fontaine cultivated the premises, as tenant to the claimant, until ten years ago, since which the claimant has caused the same to be cultivated every year to this day, by tenants: there are about twenty-six arpents under cultivation.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 534; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 535. ISAAC RULAND.—The Board took into consideration the claim of Isaac Ruland to a tract of land, situate on the south side of river Raisins; and the notice by him filed the 19th instant was read in the words and figures following, to wit:

To PETER AUDRAIN, Esq. *Register of the Land Office at Detroit.*

SIR:

DETROIT, December 10, 1808.

You will take notice that I now make entry of my lands in your office, lying and being on the south side of river Raisins, containing five acres, or arpents, in front by one hundred and twenty in depth, bounded in front by said river, on the east by lands of the late Robert Irwin, on the west by lands of Israel and Joseph Ruland, and on the south by unoccupied lands, which I hold by purchase from Israel Ruland, by his deed bearing date the 20th July, 1807, and by improvements.

FOR ISAAC RULAND,
ISRAEL RULAND.

This tract contains, by estimation, about six hundred acres, or arpents, it being five acres or arpents in front by one hundred and twenty in depth, bounded in front by river Raisins, in rear by unlocated lands, east by lands of the late Robert Irwin, deceased, and west by lands claimed by Israel and Joseph Ruland.

Whereupon, Antoine Boulard was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, Dominique Drouillard and Chatelreaux were in possession and occupancy of the premises, and continued so until they sold to Israel Ruland, from whom the claimant has purchased, as per deed herewith: a house is erected thereon; fifteen to twenty arpents are cultivated; there is an orchard.

The claimant, in support of his claim, exhibited the following deed, to wit:

Know all men by these presents, that I, Israel Ruland, of the district of Erie, and territory of Michigan, in consideration of the sum of six hundred dollars, lawful money of the United States, to me in hand paid by Isaac Ruland, the receipt whereof I do hereby acknowledge, have given, granted, bargained, sold, and aliened, and do by these presents give, grant, bargain, sell, and alien unto him, the said Isaac Ruland, his heirs and assigns, forever, all that certain tract or parcel of land, situate, lying, and being on the south side of river Raisins, containing five acres or arpents in front by one hundred and twenty in depth, bounded in front by the said river, on the east by the farm of the late Robert Irwin, and on the west by the lands of Israel Ruland, together with the houses, fences, and every other improvement thereto belonging: to have and to hold the same granted and bargained premises, with the appurtenances, hereby warranting and defending the same unto him, the said Isaac Ruland, his heirs and assigns, forever, the claim of the Government of the United States of America only excepted.

In testimony whereof, I have hereunto set my hand, and affixed my seal, the twentieth day of July, 1807.

ISRAEL RULAND. [L. s.]

Sealed, signed, and delivered, in the presence of

ROBERT GLASS,
JOHN BURBANK.

TERRITORY OF MICHIGAN, *District of Erie*, ss.

Personally appeared before me, the subscriber, one of the Justices assigned to keep the peace in and for the district aforesaid, the within subscribing Israel Ruland, who acknowledged the within to be his own free and voluntary act and deed. Given under my hand this 23d day of November, A. D. 1808.

CHRIST. TUTTLE, *J. P. D. E.*

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 535; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 536. ISRAEL RULAND and JOSEPH RULAND.—The Board took into consideration the claim of Israel Ruland and Joseph Ruland to a tract of land, situate on the south side of river Raisins; and the notice by them filed on the 19th instant was read in the words and figures following, to wit:

To PETER AUDRAIN, Esq. *Register of the Land Office at Detroit.*

SIR:

DETROIT, December 17, 1808.

You will please take notice that I now make entry of our land in your office, lying and being on the south side of river Raisins, containing about five acres in front, more or less, by one hundred and twenty in depth, bounded on the east by Giles Barnes, on the west by Robert Glass, on the front by said river Raisins, and on the south by lands unoccupied, which I hold by purchase and improvements.

FOR JOSEPH RULAND and self,

ISRAEL RULAND.

This tract contains, by estimation, about six hundred acres, being about five acres in front by one hundred and twenty in depth, bounded in front by river Raisins, in rear by unlocated lands, east by lands of Giles Barnes, and west by lands of Robert Glass.

Whereupon, Antoine Boulard was brought forward as a witness in behalf of the claimants, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, one Gendron was in possession and occupancy of the premises, and continued so until he sold to François Couture, who sold to Baptiste Lasselle, who sold to the claimants, who have possessed and occupied the same to this day: about fifteen arpents are cultivated, and a house is built thereon.

And thereupon it doth appear to the commissioners that the claimants are entitled to the above described tract of land, and that they have a certificate thereof, which certificate shall be No. 536; and that they cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 537. ISRAEL RULAND.—The Board took into consideration the claim of Israel Ruland to a tract of land, situate on the north side of river Raisins; and the notice by him filed the 19th instant was read in the words and figures following, to wit:

To PETER AUDRAIN, Esq. *Register of the Land Office at Detroit.*

SIR:

DETROIT, December 6, 1808.

You will please take notice that I now make entry of my lands in your office, lying on the north side of river Raisins, and bounded on the east by Antoine Campeau, on the west by Alexis Lorranger, and in front by said river, containing, in all, three acres in front by one hundred in depth, which I hold by purchase from Joseph Reaume, and by possession and improvement.

ISRAEL RULAND.

This tract contains, by estimation, three hundred acres, it being three acres in front by one hundred in depth, bounded in front by river Raisins, in rear by unlocated lands, east by lands of Antoine Campeau, and west by lands of Alexis Lorranger.

Whereupon, Antoine Boulard was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, Joseph Drouillard was in possession and occupancy of the premises, and continued so until he sold to Joseph Reaume, from whom the claimant has purchased, who has caused the same to be cultivated every year to this day: about thirteen arpents are cultivated.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 537; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 538. ISRAEL RULAND.—The Board took into consideration the claim of Israel Ruland to a tract of land, situate on the south side of river Raisins, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 77, under the date of November 12, 1805.

This tract contains, by estimation, six hundred arpents, it being five arpents in front by one hundred and twenty in depth, bounded in front by river Raisins, in rear by unlocated lands, west by lands of Ichabod Leach, and east by lands of Isaac Ruland.

Whereupon, Antoine Boulard was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, Joseph Chatelreaux and Pierre Delorier were in possession and occupancy of the premises, and continued so until they sold to the claimant, who has caused the same to be cultivated every year to this day: about twenty arpents are cultivated.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 538; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 539. GABRIEL GODFREY, Sen.—The Board took into consideration the claim of Gabriel Godfrey, Sen. to a tract of land, situate on the south side of river Raisins; and the notice by him filed this day was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

Please take notice that I claim title to a tract of land in the district of Detroit, situate, lying, and being on the south side of river Raisins, containing, by estimation, five hundred arpents, being five arpents in front by one hundred in depth, bounded in front by river Raisins, in rear by unlocated lands, on the west by lands claimed by François Lionard, and on the east by lands claimed by the claimant. I claim title by virtue of possession, occupancy, and improvements made by me thereon previous to the year 1796, or by those from whom I derive title.

G. GODFREY.

This tract contains, and is bounded, as in the above notice.

Whereupon, Baptiste Solo was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, Antoine Nadault was in possession and occupancy of the premises until he sold to Medard Couture, from whom the claimant has purchased, and has caused the same to be cultivated every year to this day: about fifteen arpents are cultivated.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 539; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

The Board reconsidered the claim of Meldrum and Park, (No. 255,) which was postponed on the 2d day of August last.

And thereupon Nicholas Gouin was brought forward as a witness in behalf of the claimants, who, being duly sworn, deposed and said, that, in the year 1792, he, the deponent, lived on the premises, as tenant to the claimants, and continued four years; and that, since that time to this day, the claimants have constantly kept tenants on the premises: a house and a saw mill are erected thereon, and five or six arpents are cultivated.

And thereupon it doth appear to the commissioners that the claimants are entitled to the above described tract of land, and that they have a certificate thereof, which certificate shall be No. 255; and that they cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 540. GABRIEL GODFREY, Sen.—The Board took into consideration the claim of Gabriel Godfrey, Sen. to a tract of land, situate on the south side of river Raisins, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 181, under the date of January 25, 1805.

This tract contains, by estimation, one hundred and twenty arpents, it being three arpents in front by forty in depth, bounded on one side by lands of Jacques Lasselle, and on the other side by lands of the claimant.

Whereupon, Baptiste Solo was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, Medard Couture was in possession and occupancy of the premises, and continued so until he sold to the claimant, who has possessed and caused the same to be cultivated every year to this day: a frame of a house is erected thereon, and six arpents are cultivated.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 540; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to to-morrow, at nine in the forenoon.

WEDNESDAY, December 21, 1808.

The Board met at nine in the forenoon, pursuant to adjournment.

No. 541. JAMES CONNER AND CHRISTIAN CLEMENS.—The Board took into consideration the claim of James Conner and Christian Clemens to a tract of land, situate on the north side of river Huron; and the notice by them filed this day was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, December 21, 1808.

Please take notice that we claim title to a tract of land in the district of Detroit, situate, lying, and being on the north side of river Huron, containing, by estimation, six hundred and forty acres, it being sixteen acres in front by forty in depth, bounded in front by said river, and in rear by unlocated lands, on the east by lands claimed by Peter Downan, and on the west by lands claimed by John Conner. We claim title by virtue of possession, occupancy, and improvements made thereon previous to the year 1796, and continued to this date.

JAMES CONNER.
CHRISTIAN CLEMENS.

This tract contains, and is bounded, as in the above notice.

Whereupon, Henry Conner was brought forward as a witness in behalf of the claimants, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, John Chartion was in possession and occupancy of the premises, and, to the best of the deponent's knowledge, remained thereon five years. Henry Tucker then took possession of the premises, and continued so until he sold to the claimants, who have caused the same to be cultivated every year to this day: about six acres are cultivated; a house is built, and an orchard is planted thereon.—Postponed.

No. 542. CHRISTIAN CLEMENS, Esq.—The Board took into consideration the claim of Christian Clemens, Esq. to a tract of land, situate on the south side of river Huron, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 314, under the date of 30th November, 1805.

This tract contains, by estimation, six hundred and forty acres, and is bounded as follows: in front by river Huron, in rear by unlocated lands, below by lands of James Abbott, Esq., and above by unlocated lands.

Whereupon, James Conner was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, a long time previous to the 1st July, 1796, the premises were improved by Edward Hazel, and continued so until he sold to the late James Abbott, Esq. deceased, who sold to James Abbott, Esq. his son; that the claimant went in possession under James Abbott, and has continued to possess and cultivate the same to this day. Twenty acres are cultivated, and a house and stables are built on the premises.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 542; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 543. FRANCOIS DUROCHE.—The Board took into consideration the claim of Francois Duroché to a tract of land, situate on the first fork of the river Rouge, and the notice by him filed this day was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, October 29, 1808.

Take notice that I now enter with the Commissioners of the Land Office at Detroit, my claim to a tract of land, situate, lying, and being on the first fork of the river Rouge, containing eight acres in front by twenty in depth, bounded in front by lands granted to James Baby, Esq. on which his mills are situated, on the northeast by unlocated lands, and on the southwest by lands claimed by the widow and heirs of Joseph Lorain, deceased. I claim and set up title by virtue of possession, occupancy, and improvements made by me.

FRANCOIS DUROCHE, his x mark.

Witness, PETER AUDRAIN.

Whereupon, Charles Chovin was brought forward as a witness in behalf the claimant, who, being duly sworn, deposed and said, that, previous to the first July, 1796, the claimant was in possession, and cultivated the premises, and has continued to cultivate the same every year to this day. One-fourth arpent is cultivated and enclosed, and a small hut is built on it; more than ten arpents in meadow are enclosed. Postponed.

The Board reconsidered the claim of James Conner, (No. 136,) which was postponed the 13th June last.

Whereupon, Christian Clemens was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, for nine years past, the deponent has seen the premises in cultivation and under fence; about five or six arpents are cultivated, and a house is erected thereon.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 136; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 544. JOSEPH CAMPEAU.—The Board took into consideration the claim of Joseph Campeau to a tract of land, situate at the Pointe à Guinette, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 2, page 43, under the date of 31st December, 1805.

This tract contains, by estimation, eighty arpents, it being two arpents in front by forty in depth, bounded in front by lake St. Clair, in rear by unlocated lands, on one side by lands of Thomas Tremblé, and on the other side by lands of Etienne Duchesne.

Whereupon Michael Duchesne was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, on the 1st July, 1796, Pierre Duchesne was in possession and occupancy of the premises, and continued so until he sold to the claimant, who has caused the same to be cultivated every year to this day. About twenty arpents are cultivated, and there is a house erected on the premises.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 544; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 545. JOSEPH CAMPEAU.—The Board took into consideration the claim of Joseph Campeau to a tract of land, situate on the south side of river Huron, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 2, page 43, under the date of 31st December, 1805.

This tract contains, by estimation, — arpents, it being three arpents in front, extending in depth to lake St. Clair, bounded on one side by Louis Campeau, Esq. and on the north side by lands of Louis Maure.

Whereupon, Michael Duchesne was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the claimant was in possession and occupancy of the premises, and has caused the same to be cultivated every year to this day; about thirty arpents are cultivated.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 545; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 546. HENRY CONNER.—The Board took into consideration the claim of Henry Conner to a tract of land, situate on the north side of river Huron, and the notice by him filed this day was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, December 21, 1808.

Please to take notice that I now enter with the Commissioners of the Land Office at Detroit, my claim to a tract of land, situate on the north side of river Huron, bounded in front by said river, on the east side by the north branch of said river, and running up the main river Huron sixteen acres, and bounded on the upper side and rear by unlocated lands, containing, in the whole, six hundred and forty acres. I claim title to said tract of land by virtue of possession, occupancy, and improvement.

HENRY CONNER.

This tract contains, and is bounded, as in the notice above.

Whereupon, James Conner was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, several years previous to the 1st July, 1796, he saw the claimant ploughing the land, and that, in the year 1804, when the deponent returned from the Indian country, the claimant was cultivating the premises, and then a house was erected thereon.

Francis Guy, another witness, being sworn, deposed and said, that, about six or seven years ago, he, the deponent, helped the claimant to erect fences, and clear part of the tract, and that the claimant has been in possession and occupancy, and cultivated the premises to this day; seven or eight acres are cultivated, and a dwelling and a still-house are erected on the premises.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 546; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to to-morrow, at nine in the forenoon.

THURSDAY, December 22, 1808.

The Board met at nine in the forenoon, pursuant to adjournment.

NO. 547. JONATHAN SCHIEFFELIN.—The Board took into consideration the claim of Jonathan Schieffelin to a tract of land, situate on the north side of river Raisins, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 57, under the date of 7th November, 1805.

This tract contains, by estimation, six hundred arpents, it being about six arpents in front by one hundred in depth, bounded in front by river Raisins, in rear by unlocated lands, on one side by lands of Gabriel Godfroy, and on the other side by lands of Louis St. Amour.

Whereupon, Israel Ruland was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the land was improved, a house being built thereon, and some land cultivated; that, about 1796 or 1797, one Bordouan lived on the premises, and informed the deponent that he was tenant to Smith and Schieffelin, and expected to purchase the premises; that he was then ploughing, and his son erecting fences; that, four years after, he, the deponent, was present when Pierre Demars made an agreement with Jonathan Schieffelin to go and live on the premises as tenant of said Schieffelin; and that he went immediately, built on it, and lived thereon until he died; that Schieffelin had promised Demars the preference, if he should sell it. Postponed.

NO. 548. THE LEGAL HEIRS OF BENJAMIN TIBBET, deceased.—The Board took into consideration the claim of the legal heirs of Benjamin Tibbet, deceased, to a tract of land on the south side of river Raisins, which was entered with the former Commissioners of the Land Office at Detroit, in volume 1, page 75, under the date of 14th January, 1805.

This tract contains, by estimation, one hundred and twenty acres, it being three acres in front by forty in depth, bounded in front by river Raisins, in rear by unlocated lands, east by lands of Jean Louis Bellair, and west by lands of Thomson Maxwell.

Whereupon, Israel Ruland was brought forward as a witness in behalf of the claimants, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, Etienne Jacob was in possession and occupancy of the premises, and continued thereon until he sold to the deponent, who sold to Samuel Egnew, who sold to Benjamin Tibbet, who continued until he died; since which time, the heirs have continued to cultivate the premises to this date. About thirty acres are under improvements. There is a dwelling-house and a number of out-houses on the premises.

And thereupon it doth appear to the commissioners that the claimants are entitled to the above described tract of land, and that they have a certificate thereof, which certificate shall be No. 548; and that they cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to to-morrow, at nine in the forenoon.

FRIDAY, December 23, 1808.

The Board met at nine in the forenoon, pursuant to adjournment.

The Board reconsidered the claim of Michael Doussman to a right of pre-emption to a tract of land, situate on the island of Michillimackinack, which was postponed on the 18th day of October last, (No. 324.)

Whereupon, Thomas Cowles was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, in 1804, there was a house erected on the premises, and a number of fruit trees thereon.

And thereupon it doth appear to the commissioners that the claimant is entitled to the right of preference to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 324; and that he return the same, together with a receipt from the Receiver of Public Moneys, for at least one-fourth part of the purchase money, to the Register of the Land Office at Detroit, on or before the first day of January next.

NO. 549. THE HEIRS OR LEGAL REPRESENTATIVES OF WILLIAM MACOMB, deceased.—The Board took into consideration the first claim of the heirs or legal representatives of William Macomb, deceased, to wit: John, William, and David Macomb, to a tract of land situate on river Detroit; and the notice filed by Solomon Sibley, their agent, on the 21st instant, was read in the words and figures following, to wit:

To the Register of the United States' Land Office at Detroit, territory of Michigan.

SIR:

DETROIT, December 17, 1808.

Notice is hereby given to the Commissioners of the said United States' Land Office at Detroit, for their land district of Detroit, and territory of Michigan, that the heirs and legal representatives of William Macomb, Esq. late of Detroit, deceased, make claim and entry of and to a certain tract of land or farm, of six hundred and forty acres, lying and being situate on the upper end or head of Gross Isle, in said district and territory, which is designated and bounded, upon the plot of survey of said island herewith filed, as follows, to wit: Beginning at a post on the east border of said Gross Isle, being north eighteen degrees, west four chains and fifty links from Goodale's lime-kin, so called, and east from the south end of the horse mill; then running west across the island ninety chains, more or less, to the west border of said Gross Isle; then northeasterly, along the east side of the marsh to the east side of Gross Isle, to Williams's improvements, so called; then down stream, along the rivage, to the place of beginning: bounded to the south by a proposed road leading across said island; which said tract of land is designated upon the said plan of survey by letter A, and the boundaries by the letters *a, b, c, d*; which said tract of land or farm, so set forth and described, the heirs or legal representatives of the said William Macomb, deceased, to wit, John, William, and David Macomb, claim to have and to hold, to them and their heirs, by virtue of long and uninterrupted possession, occupancy, and improvements, had, made, and done thereon by themselves, their agents, and the said William Macomb, deceased, and those under whom they claim and derive title, in and to the said tract of land, which claim and title they are ready to substantiate and prove, &c.

For the heirs and legal representatives of WILLIAM MACOMB, Esq. deceased,
SOLOMON SIBLEY, *Attorney and Agent.*

This tract contains, and is bounded, as in the above notice.

Whereupon, Jacob Eller was brought forward as a witness in behalf of the claimants, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, Thomas Williams was living on the premises, as a tenant of the late William Macomb, and continued on about two years; after which time, William Serret tenanted it; afterwards, Justice Allen rented it; after Allen, Jesse Hicks lived on it, and has remained thereon to this day, and paid rent to Mr. Angus McIntosh, agent of the estate, until last year. There is a house and a horse mill on the premises, and about one hundred and fifty acres have been improved.

Joseph Bariau, another witness, being sworn, deposed and said, that Jesse Hicks has paid rent to Mr. McIntosh every year, except this year.

The claimants, in support of their claim, produced a legal copy of the last will and testament of the late William Macomb, their father, deceased, from which the following is extracted, to wit:

"I give and devise unto my sons, John Macomb, William Macomb, and David Macomb, to be equally apporportioned between them, all the messuages, houses, lands, tenements, farms, and hereditaments whatsoever or where-soever to me belonging, or in any manner appertaining, or which I may have any right, title, or claim unto, whether the same be held in fee socage, under Indian grants, or other tenure whatsoever."

And thereupon it doth appear to the commissioners that the claimants are entitled to the above described tract of land, and that they have a certificate thereof, which certificate shall be No. 549; and that they cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 550. THE HEIRS AND LEGAL REPRESENTATIVES OF WILLIAM MACOMB, deceased.—The Board took into consideration the second claim of the heirs and legal representatives of William Macomb, deceased, to a tract of land, situate on river Detroit; and the notice filed by Solomon Sibley, their agent, on the 21st instant, was read in the words and figures following, to wit:

To the Register of the United States' Land Office at Detroit, in the territory of Michigan.

SIR:

DETROIT, December 17, 1808.

The heirs and legal representatives of William Macomb, Esq. late of Detroit, deceased, give notice of claim, and make entry with the Commissioners of the said United States' Land Office at Detroit, for their district of Detroit, and territory of Michigan, of a certain farm or tract of land of six hundred and forty acres, situated and lying upon Gross Isle, in said district and territory; which said tract of land is designated and bounded upon and by the plot of survey, as follows, to wit: Beginning at a post on the east border of said Gross Isle, bearing north eighteen degrees; west, four chains fifty links from Goodale's lime-kiln, so called; and east, from the south end of the horse mill; then downstream, along the border of said Gross Isle, to a post planted in the southing of sixty-two chains, and bearing from the front gate of the mansion house, so called, south, ten degrees, east, twenty-eight chains; then west, one hundred and eighteen chains, more or less, to the west border of said Gross Isle; then northerly, up stream, along the rivage or bank of said island, to the southwest angle of section A, upon said plan; then east, to the place of beginning: which said tract is designated upon said plot of survey by letter B, and the lines by letters *a, d, e, b, w*; to which said tract of land, above described, the said heirs and legal representatives of said William Macomb, deceased, to wit, John, William, and David Macomb, make title, and claim, by virtue of long possession, occupancy, and valuable improvements had, made, and done in, to, and upon said premises, by themselves, and the said William Macomb, deceased, from and under whom they claim and derive title to the same, &c.

For the heirs and legal representatives of WILLIAM MACOMB, deceased,
SOLOMON SIBLEY, *Agent and Attorney.*

This tract contains, and is bounded, as in the above notice.

Whereupon, Jacob Eiler was brought forward as a witness in behalf of the claimants, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the late William Macomb, deceased, was in possession and occupancy of the premises, and kept tenants thereon, to wit, Edward McCarty, James Anderson, and Joseph Bariau, and that every year, from that time to this day, tenants have been kept on the premises. About sixty-two acres are in cultivation; three houses, one barn, and several out-houses are erected thereon.

Joseph Bariau, another witness, being sworn, deposed and said, that he went and lived on the premises in the year 1797, as tenant of William Macomb's heirs, and then found three houses, one barn, and one stable built; that about sixty-five acres are cultivated, and that tenants have been kept on the premises to this day.

The claimants, in support of their claim, produced a legal copy of the last will and testament of the late William Macomb, deceased, from which the following is extracted, to wit:

"I give and devise unto my sons, John Macomb, William Macomb, and David Macomb, to be equally apportioned between them, all the messages, houses, lands, tenements, farms, and hereditaments whatsoever or wheresoever to me belonging, or in any manner appertaining, or which I may have any right, title, or claim unto, whether the same be held in fee soccage, under Indian grants, or other tenure whatsoever," &c.

And thereupon it doth appear to the commissioners that the claimants are entitled to the above described tract of land, and that they have a certificate thereof, which certificate shall be No. 550; and that they cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 551. THE HEIRS AND LEGAL REPRESENTATIVES OF WILLIAM MACOMB, deceased.—The Board took into consideration the claim of the heirs and legal representatives of William Macomb, deceased, to a tract of land situate on river Detroit; and the notice filed the 21st instant by Solomon Sibley, their agent, was read in the words and figures following, to wit:

To the Register of the United States' Land Office at Detroit, territory of Michigan.

SIR:

DETROIT, December 17, 1808.

The heirs and legal representatives of William Macomb, Esq., late of Detroit, deceased, give notice to the Commissioners of the United States' Land Office at Detroit, that they make claim and set up title, to have confirmed and granted to themselves, their heirs and assigns, a certain tract of land, or farm, situated upon Gross Isle, in said district and territory of Michigan, containing six hundred and forty acres, with the improvements thereon made; and which said tract of land, upon the plot and survey herewith filed, is bounded and described as follows, to wit: Beginning at a post planted on the east border of said Gross Isle, bearing south ten degrees, east twenty-eight chains, from the front gate of the mansion, being the southeast angle of section B, marked on said plot; then west eighty-five chains, more or less, to the intersection of a meridian line, the division of the eastern and western sections to a proposed road, as per said plot; then south, along said line, or road, seventy-five chains; then east, to the east border of said Gross Isle; then northerly, up stream, to the place of beginning: which said tract of land above mentioned is marked C upon said plot, and the lines designated by *d, f, g, h, d*; to which said tract of land, or farm, above described, the heirs and legal representatives of the said William Macomb, deceased, make claim and title by virtue of ancient, long, and continued possession, occupancy, and valuable improvements, in and by themselves, and the said William Macomb, deceased, under whom they claim, by themselves and their agents, in and upon said tract of land, to wit, from a time prior to the first day of July, 1796, down to the present time, which they are ready to prove and substantiate according to law.

For the heirs and legal representatives of WILLIAM MACOMB, deceased,
SOL. SIBLEY, *Agent and Attorney.*

This tract contains, and is bounded, as in the above notice.

Whereupon, Jacob Eiler was brought forward as a witness in behalf of the claimants, who, being duly sworn, deposed and said, that, many years previous to the 1st July, 1796, the late William Macomb was in possession and tenanted the premises; that John Johnston was living on the premises in 1796, as a tenant of said William Macomb; and that the premises have been occupied and cultivated by tenants every year to this day; that about forty-two acres are cultivated; two dwelling houses are erected thereon.

Joseph Bariau, another witness, being sworn, deposed and said, that he went and lived on the island in 1797; that he found improvements made; and that, from 1796 to this day, tenants have been kept on the premises, and have paid rent to Mr. McIntosh, agent, &c.

The claimants, in support of their claim, produced a legal copy of the last will and testament of the late William Macomb, deceased, their father, from which the following is extracted, to wit:

"I give and devise unto my sons, John Macomb, William Macomb, and David Macomb, to be equally apportioned between them, all the messages, houses, lands, tenements, farms, and hereditaments whatsoever or wheresoever to me belonging, or in any manner appertaining, or which I may have any right, title, or claim unto, whether the same be held in fee soccage, under Indian grants, or other tenure whatsoever," &c.

And thereupon it doth appear to the commissioners that the claimants are entitled to the above described tract of land, and that they have a certificate thereof, which certificate shall be No. 551; and that they cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

NO. 552. THE HEIRS AND LEGAL REPRESENTATIVES OF WILLIAM MACOMB, deceased.—The Board took into consideration the claim of the heirs and legal representatives of William Macomb, deceased, to a tract of land, situate on river Detroit; and the notice filed the 21st inst. by Solomon Sibley, their agent, was read in the words and figures following, to wit:

To the Register of the United States' Land Office at Detroit, in the territory of Michigan.

SIR:

DETROIT, December 17, 1808.

The legal heirs and representatives of William Macomb, Esq., late of Detroit, deceased, give notice to the Commissioners of the said United States' Land Office at Detroit, for the district of Detroit, and territory of Michigan, that they claim and make title, to have confirmed and granted to them and their heirs, a certain tract of land, situate upon Gross Isle in said district and territory, containing six hundred and forty acres, more or less, with the improvements thereon made, and which said tract of land is designated and bounded by plot of survey filed herewith, as follows, to wit: Beginning at a post planted upon the east border of said Gross Isle, bearing north six degrees, east twenty-seven chains, from Mitchell's lime-kiln (so called) at the mouth of la Belle Rivière, being the southeast angle of section C on said plot; then west, eighty-seven chains, more or less, to the intersection of a meridian line, the division of the eastern and western sections being a contemplated highway; then south, along the said line, eighty chains; then east, to the east border of said Gross Isle; then up stream, northeasterly, to the place of beginning; which said tract of land is marked D upon said plot of survey, and the lines designated by the letters *h, g, e, k, l*; to which said tract of land the said heirs and legal representatives of the said William Macomb, deceased, with the improvements thereon made, set up title, and make claim, by virtue of long and continued possession, occupancy, and valuable improvements in, to, and upon the said premises, by themselves and the said William, deceased, in and upon said premises made, done, and had, &c.

For the heirs and legal representatives of WILLIAM MACOMB, deceased,
SOL. SIBLEY, *Agent and attorney.*

This tract contains, and is bounded, as in the above notice.

Whereupon, Jacob Eiler was brought forward as a witness in behalf of the claimants, who, being duly sworn, deposed and said, that, many years previous to the 1st of July 1796, the late William Macomb was in possession, and tenanted the premises; that he, the deponent, was living as a tenant on part of this tract, and Robert Gill on the lower part of this tract; and that, from that time to this day, tenants have been kept on the premises, who paid rent; about twenty-one acres are cultivated, and two houses are erected on the premises.

Joseph Bariau, another witness, being sworn, deposed and said, that he went and lived on the island in 1797, and from that time to this day, tenants have been kept on the premises, who have paid rent to Mr. McIntosh, as agent, &c.

The claimants, in support of their claim, produced a legal copy of the last will and testament of the late William Macomb, their father, deceased, from which the following is extracted, to wit:

"I give and devise unto my sons, John Macomb, William Macomb, and David Macomb, to be equally apportioned between them, all the messuages, houses, lands, tenements, farms, and hereditaments whatsoever or wheresoever to me belonging, or in any manner appertaining, or which I may have any right, title, or claim unto, whether the same be held in fee soccage, under Indian grants, or other tenure whatsoever, &c."

And thereupon it doth appear to the commissioners that the claimants are entitled to the above described tract of land, and that they have a certificate thereof, which certificate shall be No. 552; and that they cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

NO. 553. THE LEGAL HEIRS AND REPRESENTATIVES OF WILLIAM MACOMB, deceased.—The Board took into consideration the claim of the legal heirs and representatives of William Macomb, deceased, to a tract of land situate on river Detroit, and the notice filed the 21st instant by Solomon Sibley, their agent, was read in the words and figures following, to wit:

To the Register of the United States' Land Office at Detroit, for the district of Detroit and territory of Michigan.

SIR:

DETROIT, December 17, 1808.

The heirs and legal representatives of William Macomb, Esq. late of Detroit, deceased, give notice, through you, the Commissioners of the said Land Office, that they claim, and make title to have confirmed, and granted to them and their heirs, a certain tract of land of six hundred and forty acres, with the improvements thereon made, situated and lying upon Gross Isle, in said district and territory of Michigan, which said tract of land is bounded and designated upon the plot of survey herewith filed, as follows, to wit: Beginning at a post planted on the east border of Gross Isle, bearing south thirteen, west fifty-five chains, from Mitchell's lime-kiln, (so called) at the mouth of La Belle river, being the southeast angle of section D on said plot; then west, seventy-three chains, more or less, to the intersection of a meridian line, the division of the eastern and western sections, or intended road; then south, along said line, or intended road, eighty-eight chains; then east, to the east border of said Gross Isle; then up stream, northerly, along the rivage to the place of beginning; which said tract of land is marked E upon said plot, and the boundaries denoted by the letters, *k, i, l, m, k*, to which said tract of land above described the heirs and legal representatives of the said William Macomb, deceased, set up claim, and make title by virtue of ancient and long possession, occupancy, and valuable improvements had, made, and done, in and upon said tract of land, by the heirs of said William Macomb, deceased, as also by the said William, under whom they set up title, and derive claim thereto and therein.

For the heirs and legal representatives of WILLIAM MACOMB, deceased,

SOL. SIBLEY, *Attorney and Agent.*

This tract contains, and is bounded, as in the above notice.

Whereupon, Jacob Eiler was brought forward as a witness in behalf of the claimants, who, being duly sworn, deposed and said, that, many years previous to the 1st of July, 1796, the late William Macomb was in possession, and tenanted the premises; that Jacob Stoffer was living on the premises in 1796; that he, the deponent, succeeded to Jacob Stoffer, and has continued on the premises to this day, and has paid rent to Mr. McIntosh, as agent. About forty-six acres are cultivated, two houses and one stable are erected thereon.

Joseph Bariau, another witness, being sworn, deposed and said, that, when he went and lived on the island in 1797, he saw the improvements made; and that, from that time to this day, tenants have been kept on the premises, and have paid rent to Mr. McIntosh, as agent, &c.

The claimants, in support of their claim, produced a legal copy of the last will and testament of the late William Macomb, their father, deceased, from which the following is extracted, to wit:

"I give and devise to my sons, John Macomb, William Macomb, and David Macomb, to be equally apportioned between them, all the messuages, houses, lands, and tenements, farms and hereditaments, whatsoever or wheresoever to me belonging, or in any manner appertaining, or which I may have any right, title, or claim unto, whether the same be held in fee soccage, under Indian grants, or other tenure whatsoever."

And thereupon it doth appear to the commissioners that the claimants are entitled to the above described tract of land, and that they have a certificate thereof, which certificate shall be No. 553; and that they cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 554. THE HEIRS AND LEGAL REPRESENTATIVES OF WILLIAM MACOMB, deceased.—The Board took into consideration the claim of the heirs and legal representatives of William Macomb, deceased, to a tract of land, situate on river Detroit, and the notice filed the 21st instant by Solomon Sibley, their agent, was read in the words and figures following, to wit:

To the Register of the United States' Land Office at Detroit, in the territory of Michigan.

SIR:

DETROIT, December 17, 1808.

The heirs and legal representatives of William Macomb, Esq. late of Detroit, deceased, hereby give notice to the Commissioners of the said United States Land Office at Detroit, for the land district of Detroit, and territory of Michigan, that they claim and make title to a certain tract of land, of six hundred and forty acres, more or less, situated within said district and territory, and bounded and described as follows, to wit: beginning at a post on the east side of Gross Isle being the southeast angle of section E, upon the plot of survey filed herewith; then west, to the west border of said Gross Isle, one hundred and thirty-three chains, more or less; then down stream, along the said border, to a post planted on the southing of forty-nine chains; then east, to the east border of said Gross Isle; then up stream, along the rivage, to the place of beginning; which said tract of land above described is marked F on said plot of survey, and the boundary described by the letters, *m, n, o, p, m*, to which said tract of land above described, with the improvements thereon made, the said heirs and legal representatives of the said William Macomb, deceased, make claim and title, to have granted and confirmed to them, and their heirs, by virtue of having possessed, occupied, and improved the same, by themselves, their agents, and the said William Macomb, deceased, under whom they claim, for a long time prior to the 1st day of July, 1796, down to the present time, which they are prepared to prove and show to said commissioners, &c.

For the heirs and legal representatives of WILLIAM MACOMB, late of Detroit, deceased,

SOL. SIBLEY, *Agent and Attorney.*

This tract contains, and is bounded, as in the above notice.

Whereupon, Jacob Eiler was brought forward as a witness in behalf of the claimants, who, being duly sworn, deposed and said, that, many years previous to the 1st July, 1796, the late William Macomb was in possession and tenanted the premises; that, in 1796, Elias Horn was in possession and cultivated this tract as a tenant; that Jacob Stoffer succeeded Elias Horn, as tenant; after Stoffer, John Jackson lived on it as tenant, and paid rent to Mr. McIntosh, as agent, and that, from that time to this day, tenants have been kept on the premises who have paid rent to Mr. McIntosh, as agent. Thirty-five acres are cultivated and under fence, and two houses are erected thereon.

The claimants, in support of their claim, produced a legal copy of the last will and testament of the late William Macomb, deceased, their father, from which the following is extracted, to wit:

"I give and devise to my sons, John Macomb, William Macomb, and David Macomb, to be equally apportioned between them, all the messuages, houses, lands, tenements, farms, and hereditaments, whatsoever and wheresoever to me belonging, or in any manner appertaining, or which I may have any right, title, or claim unto, whether the same be held in fee soccage, under Indian grants, or other tenure whatsoever," &c.

And thereupon it doth appear to the commissioners that the claimants are entitled to the above described tract of land, and that they have a certificate thereof, which certificate shall be No. 554; and that they cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 555. THE HEIRS AND LEGAL REPRESENTATIVES OF WILLIAM MACOMB, deceased.—The Board took into consideration the claim of the heirs and legal representatives of William Macomb, deceased, to a tract of land, on river Detroit; and the notice filed the 21st instant by Sol. Sibley, their agent, was read in the words and figures following, to wit:

To the Register of the United States' Land Office at Detroit, in the territory of Michigan.

SIR:

DETROIT, December 17, 1808.

The heirs and legal representatives of William Macomb, Esq. late of Detroit, deceased, hereby give notice to the Commissioners of the said Land Office, that they claim and make title to have confirmed and granted to them, and their heirs and assigns, a certain tract of land situated and lying upon Gross Isle, in said district of Detroit, and territory of Michigan, containing six hundred and forty acres, and bounded and described upon the map and plot of survey herewith filed, as follows, to wit: Beginning at a post on the west side of Gross Isle, being the southwest angle of the section B, on said plot; then east, thirty-three chains, more or less, to the intersection of a meridian line, the division of the eastern and western sections at a proposed road leading between said section; then south, along said line, one hundred and thirty-six chains; then west, to the western border of said Gross Isle; then following the said border up stream, to the place of beginning; which said tract of land on said plot of survey is marked G, and the lines designated by the letters *c, f, g, z, e*. To which said tract of land above described, said heirs and legal representatives of said William Macomb, deceased, do make claim and title, by virtue of ancient, long, and continued improvements, possession, and occupancy, in and by themselves and their agents; and the said William Macomb, their father, deceased, under whom they claim and derive title therein, to wit, from a time prior to the 1st July, 1796, down to the present time, which they are prepared to prove, &c.

For the heirs and legal representatives of WILLIAM MACOMB, deceased,

SOL. SIBLEY, *Agent and Agent.*

Whereupon, Jacob Eiler was brought forward as a witness in behalf of the claimants, who, being duly sworn, deposed and said, that, many years previous to the 1st July, 1796, the late William Macomb, deceased, was in possession and tenanted the premises; that Henry Hoffman was living on this tract as a tenant, in 1796; that the land remained idle for four years; that Adna Heacock then lived on it as tenant, and after James Chittenden rented it, also as tenant, and still continues so, as tenant, and pays rent to Mr. McIntosh, as agent, &c. About twenty acres are cultivated, and one house is erected thereon.

Angus McIntosh, another witness, being sworn, deposed and said, that he is the agent to the estate, and one of the executors of the last will and testament of the late William Macomb, deceased, and that the cause of the above tract remaining idle four years is, that he could not procure tenants for the same.

The claimants, in support of their claim, produced a legal copy of the last will and testament of the late William Macomb, deceased, from which the following is extracted, to wit:

"I give and devise to my sons, John Macomb, William Macomb, and David Macomb, to be equally apportioned between them, all the messuages, houses, lands, tenements, farms, and hereditaments, whatsoever and wheresoever to me belonging, or in any manner appertaining, or which I may have any right, title, or claim unto, whether the same be held in fee soccage, under Indian grants, or other tenure whatsoever."

And thereupon it doth appear to the commissioners that the claimants are entitled to the above described tract of land, and that they have a certificate thereof, which certificate shall be No. 555; and that they cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 556. THE HEIRS AND LEGAL REPRESENTATIVES OF WILLIAM MACOMB, deceased.—The Board took into consideration the claim of the heirs and legal representatives of William Macomb, deceased, to a tract of land, situate on river Detroit; and the notice filed the 21st instant, by Sol. Sibley, their agent, was read in the words and figures following, to wit:

To the Register of the United States' Land Office at Detroit, in the territory of Michigan.

SIR:

Notice is hereby given to the Commissioners of the United States' Land Office at Detroit, for the district of Detroit and territory of Michigan, that the heirs and legal representatives of William Macomb, Esq. late of Detroit, deceased, set up title and make claim to a certain tract of land, containing six hundred and forty acres, situate upon Gross Isle, in said district and territory, bounded and described as follows, as by the plot of survey herewith filed, to wit: Beginning at the southwest angle of section G, marked in said plot, near the southerly entrance of the thoroughfare, where a post is planted; then east, fifty-nine chains, more or less, to the intersection of a meridian line, the division of the eastern and western sections; then south, along said line, one hundred and seven chains; then west, to the west side of said Gross Isle; then following the border up stream to the place of beginning; which section above described is marked on said plot of survey H, and the lines thereof *z, q, c, n, z*, which said tract of land or farm above described and set forth, the heirs and legal representatives of the said William Macomb, Esq. deceased, make claim and title to, by virtue of ancient, long, and continued possession, occupancy, and improvements in, to, and upon said land, by themselves and their deceased father, William Macomb, under whom they claim, their agents, &c.

For the heirs and legal representatives of WILLIAM MACOMB, Esq. deceased,

SOL. SIBLEY, *Agent and Attorney.*

This tract contains, and is bounded, as in the above notice.

Whereupon, Jacob Eiler was brought forward as a witness in behalf of the claimants, who, being duly sworn, deposed and said, that, many years previous to the 1st July, 1796, the late William Macomb was in possession and tenanted the premises; that eight or ten years previous to 1796, the premises were improved by Charles Monger, as a tenant to William Macomb, to whom he paid rent; that in the fall of 1794, he was killed, and his wife remained in possession until the summer of 1795, when she left it and that, from that time until James Mitchell went on, which is three years ago, the land remained idle; said Mitchell remained a year thereon; since which time, it has been occupied by Michael Myers, as a tenant, who pays rent to Mr. McIntosh, as agent, &c. About eight acres are now under fence, and a house is erected thereon.

Angus McIntosh, another witness, being sworn, deposed and said, that the reason why this tract of land remained idle sometimes is, that no application was made to him by any person whom he thought worthy of renting. The deponent further said, that he considered that part of the island as much under his protection and care as any other part of it.

The claimants, in support of their claim, produced a legal copy of the last will and testament of the late William Macomb, deceased, their father, from which the following is extracted, to wit:

"I give and devise unto my sons, John Macomb, William Macomb, and David Macomb, to be equally apportioned between them, all the messuages, houses, lands, tenements, farms, and hereditaments, whatsoever and wheresoever to me belonging, or in any manner appertaining, or which I may have any right, title, or claim unto, whether the same be held in fee socage, under Indian grants, or other tenure whatsoever," &c.

And thereupon it doth appear to the commissioners that the claimants are not entitled to the above described tract of land; and that, therefore, their claim be rejected.

And Sol. Sibley, agent and attorney for the claimants, comes and excepts to the decision of the commissioners, and files his bill of exceptions and appeal in the words and figures following, to wit:

And the said John, William, and David Macomb, sons and legal representatives of William Macomb, late of Detroit, deceased, come here before the honorable commissioners, &c. and because the judgment and decision of said commissioners upon their claim, No. 556, as given and entered, said claim is negative and rejected, they do except to such decision, and therefrom appeal. And for reasons of their exceptions and appeal in this behalf, say that, by the evidence by them produced in support of their said claim, the said tract of land and premises, as set forth in their notice filed, ought, in justice and equity, to have been granted and affirmed to them by the said commissioners, according to the true intent and meaning of the laws of the United States, in such case made and provided: for, in and by said evidence it is fully shown, that the said William Macomb, the father, in his life-time and long prior to the 1st July, 1796, made and caused valuable improvements to be made upon said tract of land and premises, which were continued for a length of time, and until suspended by the death of the then tenants; and that the improvements of said tract of land were reassumed by the claimants in a reasonable time thereafter, and continued down to the present time, the claimants never intending to abandon said premises; which facts so proved, it is humbly conceived, were and are sufficient to establish the right of the claimants in and to said tract of land, more particularly as the claimants were infants and minor children at the time when their right in and to said premises vested in them.

Wherefore, the claimants pray that the decision aforesaid may be set aside, reversed, and held for naught, and further, that the said tract of land may be affirmed and granted to them, &c.

For the claimants,

SOL. SIBLEY, *Attorney and Agent.*

NO. 557. THE HEIRS AND LEGAL REPRESENTATIVES OF WILLIAM MACOMB, deceased.—The Board took into consideration the claim of the heirs and legal representatives of William Macomb, deceased, to a tract of land situate on the river Detroit, and the notice filed the 21st instant by Solomon Sibley, their agent, was read in the words and figures following, to wit:

To the Register of the United States' Land Office at Detroit, Territory of Michigan.

SIR:

The heirs and legal representatives of William Macomb, Esq. late of Detroit, deceased, make entry and give notice to the Commissioners of the United States' Land Office at Detroit, for the district of Detroit and territory of Michigan, that they set up title and claim in and to a certain tract of land situate upon the lower end of Gross Isle, in said district and territory of Michigan, containing six hundred and forty acres, more or less; which said tract of land or farm is bounded and designated upon the plot of survey herewith filed, as follows, to wit: Beginning at a post in the southwest angle of section F, then east to the east side of said Gross Isle, one hundred and nineteen chains, more or less, then southerly along the water edge, down stream, to the mouth of Reedy creek, and the southernmost point of said Gross Isle; then northwesterly, up stream, along the west side of said Gross Isle to the place of beginning; which said tract of land above described is marked I on said plot of survey, and the lines designated by *o, p, s, o*. To which tract of land above described, the heirs and legal representatives of said William Macomb, deceased, make claim and title by virtue of ancient, long, and continued possession, occupancy, and improvements in, upon, and to said tract of land, by themselves and the said William, deceased, and their agents, to wit, from a period of time prior to the 1st July, 1796, down to the present time, &c.

For the heirs and legal representatives of WILLIAM MACOMB, deceased,

SOL. SIBLEY, *Attorney and Agent.*

This tract contains, and is bounded, as in the above notice.

Whereupon, Jacob Eiler was brought forward as a witness in behalf of the claimants, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, three improvements had been made on this tract by the tenants of the late William Macomb; that a year or two previous to 1796, the tenants left the premises, and the land has been idle since that time to this day. Three houses had been built thereon, but are decayed.

Angus McIntosh, another witness, being sworn, deposed and said, that the reason why this tract of land had remained idle sometimes was, that no application was made to him by any person whom he thought worthy of renting. The deponent further saith, that he considers that part of the island as much under his protection and care as any other part of it.

The claimants, in support of their claim, produced a legal copy of the last will and testament of the late William Macomb, deceased, from which the following is extracted, to wit:

"I give and devise unto my sons, John Macomb, William Macomb, and David Macomb, to be equally apporportioned between them, all the messuages, houses, lands, tenements, farms, and hereditaments whatsoever or where-soever to me belonging, or in any manner appertaining, or which I may have any right, title, or claim unto, whether the same be held in fee socage, under Indian grants, or other tenure whatsoever."

And thereupon it doth appear to the commissioners that the claimants are not entitled to the above described tract of land, and that, therefore, their claim be rejected.

And Solomon Sibley, agent and attorney for the claimants, comes and excepts to the decision of the commissioners, and files his bill of exceptions and appeal in the words and figures following, to wit:

And the said John, William, and David Macomb, sons and legal representatives of William Macomb, late of Detroit, deceased, come here before the honorable commissioners, &c. and because the judgment and decision of said commissioners, as given and entered upon claim 557, said claim is rejected as unfounded: therefore, the said John, William, and David, claimants, as in their notice filed will appear, do except to said judgment, and appeal therefrom, and for reasons of their appeal in this behalf, do say, that the evidence by them introduced in support of said claim before said commissioners was sufficient to establish the right of the claimants in and to said premises, according to the true intent and meaning of the laws of the United States in such case made and provided.

Therefore, they pray that the decision given and entered by said commissioners in this behalf may be reversed and set aside, and said premises confirmed and adjudged to the claimants, and that a patent may issue to them for the same, &c.

For the claimants,

SOL. SIBLEY, *Attorney and Agent.*

No. 558. THE HEIRS AND LEGAL REPRESENTATIVES OF WILLIAM MACOMB, deceased.—The Board took into consideration the claim of the heirs and legal representatives of William Macomb, deceased, to a tract of land situated on the river Detroit, and the notice filed the 21st instant by Solomon Sibley, their agent, was read in the words and figures following, to wit:

To the Register of the United States' Land Office at Detroit, Territory of Michigan.

DETROIT, December 17, 1808.

SIR:

The heirs and legal representatives of William Macomb, Esq. late of Detroit, deceased, give notice, through you, to the Commissioners of said United States' Land Office at Detroit, for the land district of Detroit, and territory of Michigan, that they claim and make title to a certain island or tract of land situated and lying to the east of Gross Isle, in the river Detroit, called and known by the name of Stony Island, which said island so claimed contains two hundred acres, more or less, and is surrounded on all sides thereof by the Detroit river. The said heirs and legal representatives of the said William Macomb, deceased, claim to have and hold said island to them, their heirs and assigns, forever, by virtue of long and quiet possession, occupancy, and improvement thereof, in and by themselves and the said William Macomb, deceased, to wit, from a period prior to the 1st day of July, 1796, down to this time, taking and enjoying the rents and profits thereof to his and their use, which they are prepared to verify and prove, &c. The said heirs and representatives aforesaid, therefore, claim to have a confirmation thereof in themselves and their heirs, &c.

For the heirs and legal representatives of WILLIAM MACOMB, deceased,

SOL. SIBLEY, *Attorney and Agent.*

This tract contains, and is bounded as in the above notice.

Whereupon, Jacob Eiler was brought forward as a witness in behalf of the claimants, who, being duly sworn, deposed and said, that, several years previous to the 1st July, 1796, one Jacob Stoffer rented the premises from the late William Macomb, and paid rent from forty to fifty pounds a year, and continued to rent it until he died; the deponent then rented it for two years; that Solomon McCulloch rented it afterwards, and that said island was always rented until March, 1807; that there are not any improvements on said island; that the island is a stone quarry, and is improved as such.

The claimants, in support of their claim, produced a legal copy of the last will and testament of the late William Macomb, deceased, from which the following is extracted, to wit:

"I give and devise unto my sons, John Macomb, William Macomb, and David Macomb, to be equally apporportioned between them, all the messuages, houses, lands, tenements, farms, and hereditaments whatsoever or where-soever to me belonging, or in any manner appertaining, or which I may have any right, title, or claim unto, whether the same be held in fee socage, under Indian grants, or other tenure whatsoever, &c."

And thereupon it doth appear to the commissioners that the claimants are not entitled to the above described tract of land, or island; and that, therefore, their claim be rejected.

And Solomon Sibley, agent and attorney for the claimants, comes and excepts to the decision of the commissioners, and files his bill of exceptions and appeal in the words and figures following, to wit:

And the said John, William, and David Macomb, sons of William Macomb, deceased, claimants, come before the honorable the commissioners, &c.; and because, by the judgment and decision of said commissioners on claim No. 558, as given and entered, said claim is negatived and rejected, they do except to said decision, and, therefore, do appeal, and for reasons of such their appeal say, that, by the evidence adduced by the claimants in support of said claim, the said tract of land called Stony Island ought, in justice and equity, to have been affirmed in and granted to them, the said John, William, and David, according to the true intent and meaning of the laws of the United States in such case made and provided; because the claimants say it is proven, as appears by the evidence on record, that William Macomb, deceased, father of the claimants, was in the possession and occupancy of the said premises long before the 1st day of July, 1796, and continued to occupy, possess, and enjoy the same until his death; and that the claimants under his right have continued to possess, occupy, and enjoy the same, in the manner the said island is capable of being occupied, possessed, and enjoyed, down to the present time.

Wherefore, they pray that said judgment and decision may be reversed and held for naught, and that the said island may be confirmed in and granted to the said claimants, and that a patent may issue to them for the same, &c.

For the claimants,

SOLOMON SIBLEY, *Agent and Attorney.*

And then the Board adjourned to to-morrow, at nine o'clock in the forenoon.

SATURDAY, December 24, 1808.

The Board met at nine o'clock in the forenoon, pursuant to adjournment.

No. 559. ISRAEL RULAND.—The Board took into consideration the claim of Israel Ruland to a tract of land, situate on Salt river, and the notice by him filed the 21st instant was read in the words and figures following, to wit:

TO PETER AUDRAIN, Esq. Register of the United States' Land Office at Detroit.

SIR:

DETROIT, December 20, 1808.

Please to take notice that I now make entry in your office of my lands, lying on the southerly and northerly sides of Salt river, in the district of Huron, territory of Michigan, consisting of thirty-two acres in front, bounded by said river on the southerly side, and extending back nearly a southwesterly course the distance of twenty acres, bounded on both sides and rear by lands claimed by Meldrum and Park, which I claim by virtue of deed bearing date the 29th day of September, in the year of our Lord 1808; also, one tract on the north side of said river, bounded

in front by said river, of five acres in front by twenty in depth, bounded on the easterly side by lands of George Meldrum, on the northerly and westerly sides by uncultivated lands; all of which I claim by virtue of purchase and improvements.

ISRAEL RULAND.

This tract contains, by estimation, six hundred and forty acres, and is bounded as in the above notice.

Whereupon, Jean Batiste Nantay was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, Nicholas Petit and Antoine Prevot were living on the premises as tenants to Meldrum and Park, and remained thereon about one year; that, in 1797, he, the deponent, went and lived thereon, and remained thereon five or six months, as an engagé to the claimants; that, about five or six years ago, the deponent was on the premises, and saw thereon John Lagord, Pierre Champagne, and Joseph Socier; that, at the first time the deponent was on the premises, there were old houses, and that he helped to build new ones, cleared three or four acres, and made and enclosed a garden; the deponent knows that, about six years ago, John Lagord was on the premises, had built two new houses, and had repaired an old one for the claimant.—Postponed.

No. 560. MELDRUM and PARK.—The Board took into consideration the claim of Meldrum and Park to a lot of ground, situate on river Detroit, and the notice by them filed the 23d instant was read in the words and figures following, to wit:

The honorable Commissioners of the Land Office for the Territory of Michigan.

Please to enter on your records a certain lot of ground, with dwelling house and other out-houses, bounded in front by the river Detroit one hundred feet, and on the southwest by lands of Benoit Chapoton, and on the northeast by lands of Maurice Moran, and bounded on the rear by land of Benoit Chapoton, which I claim from a continued occupation since the year of our Lord 1785.

For MELDRUM and PARK,

GEORGE MELDRUM.

This lot contains, and is bounded, as in the above notice. It is part and parcel of a tract of land formerly confirmed to Benoit Chapoton, No. 11, page 8, under the date of 3d July, 1807.

Whereupon, John Lagord was brought forward as a witness in behalf of the claimants, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, François Dupré was living on the premises as tenant to the claimants; and remained three years thereon; that afterwards, he, the deponent, went and lived on the premises, being then in the service of the claimants as a distiller, and remained thereon about three years; and that, while he lived there, he cultivated part of the lot. The deponent further saith, that Benoit Chapoton has told him that this lot was the property of Meldrum and Park; that after he, the deponent, left the premises, Etienne Belard lived on it about two years, and that, in general, tenants have been always kept on to this day.

Jacques Campeau, another witness, being sworn, deposed and said, that, previous to Benoit Chapoton purchasing the farm on which he now lives, Philip Bellangé sold the lot in question to Etienne Belard, about twenty-two or twenty-three years ago; that Belard's right to said lot was seized and sold by the sheriff to the claimants, who have possessed and tenanted the same to this day.—Postponed.

No. 561. ISIDORE NAVARRE.—The Board took into consideration the claim of Isidore Navarre to a tract of land situate on the southwest side of Mill creek, in rear of river Raisins, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 263, under the date of 23d November, 1805.

This tract contains, by estimation, two hundred arpents, it being ten arpents in front by twenty in depth, bounded in front by Mill creek and the farm of François Robert, towards river Raisins, in rear by lands of — Branchau, Sen., east by unenclosed lands, and west by lands of Jean Baptiste Reaume.

Whereupon, Antoine Guy was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the claimant was in possession and occupancy of the premises, and has continued, without interruption, to this day. Sixty arpents are cultivated; a house, barn, and stables are built thereon.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 561; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 562. JACQUES NAVARRE.—The Board took into consideration the claim of Jacques Navarre to a tract of land situate on Mill creek, in rear of river Raisins, which was entered with the former Commissioners of the Land Office at Detroit in volume 1, page 305, under the date of 23d November, 1805.

This tract contains, by estimation, one hundred and sixty arpents, it being eight arpents in front by twenty in depth, bounded in front by Mill creek, in rear by the farm of — Branchau, Sen., south by prairies, and west by lands of Isidore Navarre.

Whereupon, Antoine Guy was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the claimant was in possession and cultivated the premises, and has continued so without interruption to this day; about twelve arpents are cultivated.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 562; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 563. JEAN BATISTE CAMPEAU.—The Board took into consideration the claim of Jean Batiste Campeau to a tract of land, situate on river Detroit; and the notice by him filed the 5th instant was read in the words and figures following, to wit:

To PETER AUDRAIN, Esq. Register of the Land Office at Detroit.

Sir:

DECEMBER 6, 1808.

Please to take notice that I set up title and make claim to a certain tract of land, situate, lying, and being in the district of Detroit, containing two arpents in front by eighty in depth, making one hundred and sixty arpents; bounded in front by Detroit river, in rear by lands of the United States, on the northeast by lands of Whitmore Knaggs, and on the southwest by lands of Jacob Visgar; which I hold by improvements, possession, and occupancy, previous to the 1st July, 1796.

JEAN BATISTE CAMPEAU.

This tract contains, by estimation, one hundred and sixty arpents, it being two arpents in front by eighty in depth, bounded in front by river Detroit, in rear by unlocated lands, northeast by lands of Whitmore Knaggs, and southwest by lands of Jacob Visgar, Esq.

Whereupon, Jacob Visgar, Esq. was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the claimant was in possession and occupancy of the premises, and has continued so to this day; about thirty acres are cultivated, and a house and barn are erected; there is also an orchard.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 563; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 564. JEAN BATISTE RIVARD.—The Board took into consideration the claim of Jean Batiste Rivard to a tract of land, situate on lake St. Clair; and the notice by him filed the 20th instant was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, December 15, 1808.

Please take notice that I claim title to a tract of land in the district of Detroit, situate, lying, and being on lake St. Clair, containing, by estimation, two hundred and forty arpents, it being three arpents in front by eighty in depth, bounded in front by lake St. Clair, in rear by unlocated lands, on the northeast by lands formerly belonging to Jean Crequi, and on the southwest by lands of Joseph Socier. I claim title to this tract, by virtue of possession, occupancy, and improvements made by me thereon previous to 1796, and continued to this day.

For JEAN BATISTE RIVARD,

LAMBERT LAFOY.

This tract contains, by estimation, two hundred and forty arpents, it being three arpents in front by eighty in depth, bounded in front by lake St. Clair, in rear by unlocated lands, northeast by lands formerly of Jean Crequi, and southwest by lands of Joseph Socier.

Whereupon, Etienne Socier was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous the 1st July, 1796, the claimant was in possession and occupancy of the premises, and has continued so to this day without interruption; about forty-five arpents are cultivated; and there are on the premises a house, barn, and an orchard.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 564; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 565. ETIENNE SOCIER.—The Board took into consideration the claim of Etienne Socier to a tract of land, situate at L'ance creuse, on lake St. Clair; and the notice by him filed the 2d July last was read in the words and figures following, to wit:

To PETER AUDRAIN, Register of the Land Office.

SIR:

DETROIT, July 2, 1808.

Please to take notice that I now enter with the Commissioners of the Land Office at Detroit a tract of land, situate, lying, and being on L'ance creuse, lake St. Clair, in the district of Detroit, containing, by estimation, one hundred and sixty arpents, it being four arpents in front by forty in depth, bounded in front by said lake, in rear by unlocated lands, on the north by Jean Batiste Lapierre, and on the south by Jean Batiste Ambroise Tremblé. I set up title to the above tract by possession and occupancy, or those from whom I derive title.

ETIENNE SOCIER, his x mark.

Witness, ROBERT ABBOTT.

This tract contains, by estimation, one hundred and sixty arpents, it being four arpents in front by forty in depth, bounded in front by lake St. Clair, in rear by unlocated lands, north by lands of Jean Batiste Lapierre, and south by lands of Jean Batiste Ambroise Tremblé.

Whereupon, Batiste Cochois was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, Joseph Laforet was in possession and had improved the premises, by building a house, and clearing about two arpents, and continued so until he sold to the deponent in July, 1796; who exchanged with Ignace Sené, who a few months after sold to Henry Campeau, who sold to Ignace Ambroise Tremblé.

Batiste Ambroise Tremblé, another witness, sworn, deposed and said, that Ignace Ambroise Tremblé sold to Amable Latour two or three years after he had purchased, and that said Latour sold to the claimant four years ago, who has cultivated the same to this day; and that since the year 1796 to this day this tract of land has been cultivated: about six arpents are cultivated.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 565; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 566. JEAN BATISTE AMBROISE TREMBLE.—The Board took into consideration the claim of Jean Batiste Ambroise Tremblé to a tract of land, situate on lake St. Clair; and the notice by him filed the 2d July last was read in the words and figures following, to wit:

To PETER AUDRAIN, Register of the Land Office at Detroit.

SIR:

DETROIT, July 2, 1808.

Please to take notice that I now enter with the Commissioners of the Land Office at Detroit a tract of land, situate, lying, and being on L'ance creuse, lake St. Clair, in the district of Detroit, containing, by estimation, one hundred and sixty arpents, it being four arpents in front by forty in depth, bounded in front by said lake, in rear by unlocated lands, on the north by Etienne Socier, and on the south by Batiste Celleron. I set up title to the above tract by possession and occupancy, or by those from whom I derive title.

JEAN BATISTE AMBROISE TREMBLE, his x mark.

Witness, ROBERT ABBOTT.

This tract contains, by estimation, one hundred and sixty arpents, it being four arpents in front by forty in depth, bounded in front by lake St. Clair, in rear by unlocated lands, north by lands of Etienne Socier, and south by lands of Batiste Celleron.

Whereupon, Batiste Cochois was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, Ignace Sené had possession, and improved the premises, in building a house, and cleared about three quarters of an arpent, and continued until he sold to the deponent, who possessed the same two years, when he sold to the claimant, who has occupied and cultivated the same to this day: eight or nine arpents are cultivated; a house and stables are erected thereon.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 566; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to Monday next, at nine in the forenoon.

MONDAY, December 26, 1808.

The Board met at nine in the forenoon, pursuant to adjournment.

No. 567. CHARLES ROULEAU.—The Board took into consideration the claim of Charles Rouleau to a tract of land, situate on river Rouge, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 298, under the date of 4th February, 1805.

This tract contains, by estimation, one hundred and twenty arpents, it being three arpents in front by forty in depth, bounded in front by river Rouge, in rear by the old Pattawatamie road, on one side by lands of Pierre Dumay, and on the other by lands of John Cissne.

Whereupon, Teophile Demerse was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the claimant was in possession and occupancy of the premises, and has continued so to this day; a house and a shop are erected thereon: and about eighteen arpents are cultivated. And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 567; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to Wednesday next, at nine o'clock in the forenoon.

REUBEN ATTWATER,
PETER AUDRAIN,
JAMES ABBOTT.

DETROIT, May 12, 1809.

No. 15.

Transcript of the Minutes of the proceedings of the Land Office at Detroit, commencing on Wednesday, 28th of December, and ending on Saturday, 31st of December, both inclusive.

WEDNESDAY, December 28, 1808.

The Board met at nine in the forenoon, pursuant to adjournment.

NO. 568. JAMES ROBISON.—The Board took into consideration the claim of James Robison to a tract of land, situate on river St. Clair; and the notice by William Hill filed this day was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, December 27, 1808.

Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim to a tract of land, situate on river St. Clair, containing six and three-quarters of an acre in front by forty in depth, bounded in front by river St. Clair, in rear by unlocated lands, above by Antoine Nicholas Petit, and below by the widow Wright. I claim by virtue of possession, occupancy, and improvements made by me.

FOR JAMES ROBISON,

WILLIAM HILL, his × mark.

Witness, PETER AUDRAIN.

This tract contains, by estimation, two hundred and seventy acres, it being six and three-quarters in front by forty in depth, is bounded in front by river St. Clair, in rear by unlocated lands, above by lands of Antoine Nicholas Petit, and below by lands of the widow and heirs of ——— Wright.

Whereupon, William Hill was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st of July, 1796, the claimant was in possession and occupancy of the premises, and has continued so to this day: a house is erected thereon, and nine acres cultivated.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 568; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

NO. 569. JEAN BAPTISTE DELISLE, (pre-emption right).—The Board took into consideration the claim of Jean Baptiste Delisle to the right of preference to a tract of land, situate on river Rouge; and the notice by him filed on the 29th instant was read in the words and figures following, to wit:

To the Register of the Land Office of the United States at Detroit.

SIR:

I, Jean Baptiste Delisle, of the district of Detroit, and territory of Michigan, do hereby give notice to the Commissioners of the United States' Land Office at Detroit, that I claim the preference of being a purchaser of the United States of forty-nine acres of land, lying and being on the river Rouge, on the northerly side thereof, in said district of Detroit, by virtue of the provisions of the 3d section of an act of said United States, entitled "An act supplemental to an act regulating the grants of land in the territory of Michigan," which said tract of land is bounded in front upon said river Rouge, in rear by unlocated lands, on the upper side by lands in possession of Pierre Riopel, on the lower side by lands lately occupied by Jean Baptiste Chicot, and containing seven acres in front by seven in depth; claims to become the purchaser, as aforesaid, by virtue of having been in possession and improvement of said tract of land prior to the 26th of March, 1804, and of having continued such possession and improvement down to the passing of said act, and until the present time; the claimant having been, and still being, the head of a family. Wherefore, he prays his claim and pretensions may be examined and heard, &c.

FOR JEAN BAPTISTE DELISLE.

SOL. SIBLEY, Attorney.

Whereupon, Antoine Peltier was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 26th of March, 1804, the claimant was in possession and cultivated the premises, and was, and is still, the head of a family: there is a dwelling-house erected on the premises.

And thereupon it doth appear to the commissioners that the claimant is entitled to the right of preference to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 569; and that he return the same, together with a receipt from the Receiver of Public Moneys for at least one-fourth part of the purchase money, to the Register of the Land Office at Detroit, on or before the 1st day of January next.

NO. 570. WIDOW CATHERINE THIBAUT.—The Board took into consideration the claim of the widow Catherine Thibault to a tract of land, situate near Grosse Pointe; and the notice by her filed this day was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, December 28, 1808.

Please take notice that I enter with the Commissioners of the Land Office at Detroit my claim to a tract of land, situate, lying, and being near Grosse Pointe, containing, by estimation, one hundred and eighty arpents, it being six arpents in front by thirty in depth, bounded in front by lands of Buffait and Gouin, and in rear by unlocated lands, on the northeast by lands of John Little, and on the southwest by lands of Jean Baptiste Lapierre. I claim title by virtue of possession, occupancy, and improvements made thereon previous to the year 1796, and continued to this date.

FOR CATHERINE THIBAUT,

FRANCOIS THIBAUT, his × mark.

Witness, JAMES ABBOTT.

This tract contains, and is bounded, as in the above notice.

Whereupon, Louis Chapoton was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st of July, 1796, the claimant was in possession and occupancy of the premises, and has continued so to this day without interruption.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that she have a certificate thereof, which certificate shall be No. 570; and that she cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 571. JEAN BAPTISTE JEREAUME.—The Board took into consideration the claim of Jean Baptiste Jereau to a tract of land, situate on river Raisins; and the notice by him filed this day was read in the words and figures following, to wit:

To PETER AUDRAIN, Esq. *Register of the United States' Land Office at Detroit.*

SIR:

DETROIT, December 28, 1808.

Please to take notice that I claim title to a farm I have always cultivated, prior to the 1st of July, 1796, of two hundred and forty arpents of land, more or less, situate, lying, and being on the northerly side of the river Raisins, bounded in front by said river, easterly by Mill creek, on the west by the road leading from the said river Raisins to the said Mill creek, between the farm of Joseph Bourdeaux and my said farm, and on the east, southerly side, by Mill creek, which empties, in part, by a small run into the river Raisins, up to the line of Meldrum and Park. I have been in the quiet and peaceable possession, occupancy, and improvement of said farm, as above, till the present day.

For JEAN BAPTISTE JEREAUME,

By ISRAEL RULAND, *his Attorney.*

This tract contains, and is bounded, as in the above notice.

Whereupon, Joseph Bourdeaux was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the claimant was in possession and occupancy of the premises, and has continued so to this day: twenty-five arpents are cultivated and enclosed.—Postponed.

The Board reconsidered the claim of George Meldrum, (No. 476,) to a tract of land, situate on Rocky river, which was postponed the 12th instant.

And thereupon it doth appear to the commissioners that the claimant is entitled to the before described tract of land, and that he have a certificate thereof, which certificate shall be No. 476; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 572. JOSEPH LORRENGER, (pre-emption right).—The Board took into consideration the claim of Joseph Lorrenger to the right of preference to a tract of land, situate on Miami river; and the notice by him filed this day was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, December 24, 1808.

Please take notice that I enter with the Commissioners of the Land Office at Detroit my claim to the right of pre-emption to a tract of land in the district of Detroit, situate, lying, and being on Miami river, that empties in lake Erie, bounded in front by the public highway, and in rear by unlocated lands, on the east by lands claimed by David Hall, and on the west by lands claimed by Joseph Ruland; the whole containing about sixty acres, it being one and a half acres in front by forty in depth. I claim title by virtue of possession, occupancy, and improvement made by me previous to the year 1804, or by those from whom I derive title.

For JOSEPH LORRENGER,

RICHARD PATTINSON.

This tract contains, and is bounded, as in the above notice.

Whereupon, Israel Ruland was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that the claimant has been on the premises near two years, and that he is not a head of a family; that the claimant purchased the premises of one St. Michel about eighteen months ago, and that St. Michel had lived on the same five or six years before, who was the head of a family.

And thereupon it doth appear to the commissioners that the claimant is not entitled to the right of preference to the above described tract of land; and that therefore his claim be rejected.

No. 573. LOUIS CHAPOTON.—The Board took into consideration the claim of Louis Chapoton to a tract of land, situate on river Detroit; and the notice by him filed the 26th instant was read in the words and figures following, to wit:

To the honorable the Commissioners of the Land Board.

DETROIT, December 26, 1808.

The subscriber enters his claim to a certain tract of land in the district of Detroit, containing three acres in front, bounded by the river Detroit, extending one hundred acres in depth, bounded to the north by a farm of the late Antoine Boyer, and on the south by the farm of Louis Benfait.

PETER AUDRAIN, Esq. *Secretary of the Land Board.*

LOUIS CHAPOTON.

This tract contains, by estimation, two hundred and forty arpents, it being three arpents in front by eighty arpents in depth, is bounded in front by river Detroit, in rear by unlocated lands, northeast by the lands of the late Antoine Boyer, deceased, and southwest by lands of Louis Benfait.

Whereupon, George Meldrum was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, many years previous to the 1st July, 1796, the claimant was in possession and occupancy of the premises, and has continued so without any interruption to this day: about sixty acres are cultivated; a house, barn, &c. are erected on the premises.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, (subject to a mortgage of sixty-six pounds fourteen shillings, New York currency, which Messrs. R. & James Abbott hold since the 1st June, 1805,) and that he have a certificate thereof, which certificate shall be No. 573; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 574. JOSEPH LIVERNOIS, Sen.—The Board took into consideration the claim of Joseph Livernois, Sen. to a tract of land situate on Prairie Ronde, near river Detroit, and the notice by him filed this day was read in the words and figures following, to wit:

To PETER AUDRAIN, Esq. *Register of the Land Office at Detroit.*

SIR:

DETROIT, December 28, 1808.

Please take notice that I set up title and make claim to a certain tract of land, situate, lying, and being in the district of Detroit, containing four arpents in front by one hundred in depth, bounded in front by unconceded lands,

in rear by unconceded lands, and on the east by lands of Joseph Livernois, Jun., and on the west by lands of Messrs. Todd and McGill, which I hold and possess by virtue of improvements, possession, and occupancy previous to the 1st July, 1796.

JOSEPH LIVERNOIS.

This tract contains, by estimation, four hundred arpents, it being four arpents in front by one hundred in depth, and is bounded as in the above notice.

Whereupon, Jacob Visgar, Esq. was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the claimant was in possession and occupancy of the premises, and has continued so until this day; forty or fifty arpents are cultivated and enclosed: a house is erected thereon.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 374; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 375. JOHN ASKIN, Esq.—The Board took into consideration the claim of John Askin, Esq. to a tract of land, situate on the Miami river, and the notice by him filed this day was read in the words and figures following, to wit:

TERRITORY OF MICHIGAN:

To the Register of the United States' Land Office at Detroit.

SIR:

DETROIT, December 28, 1808.

You are hereby notified that I enter and claim a tract of land of four acres in width by one hundred in depth, situate on the Miami river, and bounded in front by said river, on the upper side by fort Miami, and on the lower side by the house claimed by Alexander and Samuel Ewings, which I claim by virtue of a long and an uninterrupted possession and improvements.

FOR JOHN ASKIN,

E. BRUSH, Attorney.

This tract contains four hundred acres, it being four acres in front by one hundred in depth, and is bounded as in the above notice.

Whereupon, Colonel John Anderson was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, on the 1st July, 1796, he, the deponent, was in possession and occupancy of the premises, as clerk to the claimant, and remained thereon until 1802, when the deponent left that place, and then left the premises in charge of Alexander Ewings, for Mr. Askin, who has kept possession and cultivated the same from that time to this day: a house is erected thereon, and eight or nine acres are cultivated.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 575; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 576. JEAN BATISTE SENE.—The Board took into consideration the claim of Jean Batiste Sené to a tract of land, situate on lake St. Clair, and the notice by him filed the 23d instant was read in the words and figures following, to wit:

To PETER AUDRAIN, Esq. Register of the United States' Land Office at Detroit.

SIR:

DETROIT, December 23, 1808.

Please take notice that I now enter with the Commissioners of the Land Office at Detroit my claim to a certain tract of land, situate and being at la Pointe au Guinole, within the territory of Michigan, and bounded in front by lake St. Clair, in rear by unlocated lands, on the northeast side by Jacques Allard, père, and on the southwest by lands of L. Reneau, being in breadth three arpents and two perches, and in length eighty arpents. I claim and set up title to this tract of land by virtue of occupancy and improvements previous to the 1st July, 1796.

JEAN BATISTE SENE, his x mark.

Witness, JOSEPH WATSON.

This tract contains, by estimation, two hundred and fifty-two arpents, it being three arpents and two perches in front by eighty in depth; bounded in front by lake St. Clair, in rear by unlocated lands, northeast by lands claimed by Jacques Allard, senior, and southwest by lands of Louis Reneau.

Whereupon, Michel Monet was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, Louis Griffard, junior, was in possession and occupancy of the premises, and continued so until he sold to the claimant, who has possessed and occupied the same to this day: a house is erected thereon, and five or six arpents are cultivated and enclosed.

The claimant, in support of his claim, exhibited a deed in the words and figures following, to wit:

This deed, made this 23d day of December, 1808, by Louis Griffard, of the district of Detroit, and territory of Michigan, to Jean Batiste Sené, of the district and territory aforesaid, in consideration of one hundred and thirty-seven dollars and fifty cents, to him in hand paid by the said Jean Batiste Sené, and for other good causes and considerations him thereunto moving, has given, granted, and conveyed, and hereby gives, grants, and conveys, all his, the said Louis Griffard's, right and title in and to one certain parcel of land, lying and being at la Pointe aux Guinole, within the aforesaid district and territory, and bounded in front by lake St. Clair, in rear by unlocated lands, on the northeast side by Jacques Allard, père, and on the southwest by the lands of Louis Reneau, being in breadth three arpents and two perches, and in length eighty arpents, and containing, by estimation, two hundred and fifty-two arpents, be the same more or less, to the said Jean Batiste Sené, his heirs and assigns, forever: to have and to hold the above described premises, together with all and singular the privileges, hereditaments, and appurtenances thereunto belonging, or in anywise appertaining, to the said Jean Batiste Sené, his heirs and assigns, to the only proper use, benefit, and behoof of the said Jean Batiste Sené, his heirs and assigns, forever.

In witness whereof, I, the said Louis Griffard, have hereunto set my hand and seal, the day and year first above written.

LOUIS GRIFFARD, fils, his x mark. [L. s.]

Signed, sealed, and delivered, in the presence of

JOSEPH WATSON, Conveyancer.

L. C. BOUATE.

DISTRICT OF DETROIT, December 23, 1808.

Acknowledged before me, the undersigned notary public, pursuant to law. Witness my hand and seal of office.

JOSEPH WATSON, N. P. D. D.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 576; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 577. HENRY ST. BERNARD.—The Board took into consideration the claim of Henry St. Bernard to a tract of land, situate on lake St. Clair, and the notice by him filed this day was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, December 28, 1808.

Please take notice that I claim title to a tract of land in the district of Detroit, situate, lying, and being on lake St. Clair, containing, by estimation, one hundred and twenty arpents, it being three arpents in front by forty in depth, bounded in front by said lake, and in rear by unlocated lands, on one side by Laurent Griffard, and on the other side by Julian Campeau. I claim title by virtue of possession, occupancy, and improvements made by me, previous to 1796, and continued to this date.

FOR HENRY ST. BERNARD,

LAMBERT LAFOY.

This tract contains, by estimation, one hundred and twenty arpents, it being three arpents in front by forty in depth, bounded in front by lake St. Clair, in rear by unlocated lands, on one side by lands of Laurent Griffard, and on the other side by lands of Julian Campeau.

Whereupon, Michel Monet was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st of July, 1796, Captain William Flemming was in possession and occupancy of the premises, and continued so until he sold to Joseph Ellair, from whom the claimant has purchased, who has possessed and occupied the same to this day.

The claimant, in support of his claim, exhibited a deed in the words and figures following, to wit:

TERRITOIRE DE MICHIGAN, *District du Detroit, savoir:*

Par devant George McDougall, notaire public pour le territoire et district cy-dessus, résidant au Detroit, furent présents les Sieurs Henry St. Bernard, d'une part, et Joseph Ellair, d'autre part, lesquels ont fait les échanges et permutations, ainsi qu'il ensuit, savoir: que le dit Sieur Henry St. Bernard cède et abandonne au dit Joseph Ellair une terre de deux arpents de front sur le profondeur qu'elle pourra partir (de ce jour) laquelle terre sise au nord du lac St. Clair, bornée au nord-est par la terre de M. McGregor, et au sud-ouest par Josette, veuve de Julian Forton, étant la même terre que le dit Henry St. Bernard a acquis d'Ignace Ambroise Tremblé, selon son contrat, avec une maison, et tel et ainsi que la ditte terre se poursuit de toutes parts, circonstances, et dépendances. Et le dit Joseph Ellair cède et abandonne au dit Henry St. Bernard une autre terre, de trois arpents de front sur quarante de profondeur, sise proche la rivière au Gillionet, sise au nord du lac St. Clair, laquelle terre, bornée d'un côté, au nord-est, par Laurent Griffard, et au sud-est par Julian Campeau, avec une maison, grange, et autres bâtimens susconstruits, circonstances, et dépendances, les parties se garantissent l'un à l'autre de tous troubles et empêchement généralement quelconque, pour les terres suséchangées, et de défendre les dites prémisses, l'un à l'autre, contre toutes les clamés et demandes de toutes personnes quelconques. En foi de quoy, les dites Sieurs Henry St. Bernard et Joseph Ellair ont signé et scellé le présent contrat d'échange, (fait double) en la présence de moy, le dit notaire, et témoins soussignés, en l'étude du dit notaire, au Detroit, le douzième jour du mois de Septembre, l'an de notre Seigneur mil huit cent huit.

JOSEPH ELLAIR, [L. s.]

HENRY ST. BERNARD, sa X marque. [L. s.]

Signé et scellé, après lecture faite, en la présence de:

JOHN BURNETT,
B. W. VALSTINE.

Acknowledged before me,

GEORGE McDOUGALL, *Not. Pub.*

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 577; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

NO. 578. SAMUEL EWINGS.—The Board took into consideration the claim of Samuel Ewings to a tract of land, situate on river Miami, and the notice filed this day by Solomon Sibley, in his behalf, was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, December 28, 1808.

Samuel Ewings hereby gives notice to the Commissioners of the United States' Land Office at Detroit that he claims to have granted and confirmed to him, &c. a certain tract of land of six hundred and forty acres, with the improvements, &c. situate upon the river Miami, in the district of Erie, in the territory of Michigan; bounded as follows, to wit: commencing upon the bank of the river Miami near the old fort, and running down stream along the bank of said river one mile, and extending back from said river at right angles in rear one mile; bounded in front by the said river, on the upper side by the old fort, or near thereto, on the lower side and in rear by unlocated lands; makes claim to said tract of land by virtue of actual possession, occupancy, and improvements in himself, and those under whom he claims and derives title for a long time past, to wit, from a long time prior to the 1st July, 1796.

FOR SAMUEL EWINGS,

SOL. SIBLEY, *Attorney.*

This tract contains, by estimation, six hundred and forty arpents, and is bounded as in the notice.

Whereupon, Colonel John Anderson was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, Ronald McDonald lived on and improved the premises, as clerk to Messrs. Leith and Shepherd, and remained thereon till 1798; that afterwards, the deponent went and lived on the premises, as a tenant of Leith, Shepherd, and Duff, and remained thereon till 1802; then Duff and Leith sold the premises to Alexander Ewings, to whom the deponent delivered possession; and that, since that time, he continued in possession and occupancy until the 23d instant, when he sold to the claimant; that, in the year 1796, there was about one arpent improved as a garden: there were a house, a kitchen, and stables; that, in the year 1802, when the deponent left the premises, there were about five arpents improved, and now there are about fifteen or twenty arpents.

There are about eighty acres cultivated and enclosed, sixty of which are claimed by Whitmore Knaggs; and that he, the deponent, was present when arrangements were made between Ewings and Knaggs, that Ewings was to improve as much of the land claimed by Knaggs as he could, for the consideration of building a barn, and erect good fences on said lands; and also, one bushel of grain yearly; that, on that part of the land claimed by Knaggs, where Ewings has made improvements, there were no improvements made before the year 1803; that, at the time the arrangement took place between Knaggs and Ewings, there were not more than five acres in cultivation in superficies; and at that same time, Ewings claimed but five acres in front.—Postponed.

And then the Board adjourned to to-morrow, at nine in the forenoon.

THURSDAY, December 29, 1808.

The Board met at nine in the forenoon, pursuant to adjournment.

NO. 579. WHITMORE KNAGGS.—The Board took into consideration the claim of Whitmore Knaggs, to a tract of land, situate on river Miami; and the notice by him filed the 19th instant was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DISTRICT OF DETROIT, October 31, 1808.

Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim to a tract of land, situate on the river Miami, near the old fort Miami, and bounded as follows: commencing at a certain bush on the plain, where formerly two trees stood, running down said river Miami six arpents, one Gunter's chain and ninety-two links, in rear by unconceded lands, on the upper side adjoining lands of the United States, extending back one hundred arpents, and below by lands sold to William Brown. I claim and set up title by virtue of a deed from the chiefs of the Ottawas nation, as well as long continued possession and improvements.

WHITMORE KNAGGS.

This tract contains, and is bounded, as in the above notice.

Whereupon, Colonel John Anderson was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, he knows of no improvements being made on this tract of land; that, in the year 1803, improvements were made by Alexander Ewings as tenant to Mr. Knaggs, and that those improvements have been continued to this day; that about twenty-five acres are cultivated and enclosed. This tract of land was always claimed by Whitmore Knaggs. This tract is part of a large tract claimed by the claimant, on which large improvements were made, and were burnt down on the 20th August, 1794, by General Wayne's army, as the deponent understood.—Postponed.

No. 580. WILLIAM BROWN, Esq.—The Board took into consideration the claim of William Brown, Esq. to a tract of land on river Miami; and the notice by him filed the 19th instant was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, October 31, 1808.

Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim to a tract of land, situate on the river Miami, containing six arpents, one Gunter's chain, and ninety-two links in front and rear, and one hundred arpents in depth, bounded in front on the river Miami, commencing six arpents, one Gunter's chain, and ninety-two links, from a bush, where formerly stood two trees, which are now fallen down on the plain, near fort Miami, on the upper side joining lands claimed by Whitmore Knaggs, and on the lower side by lands owned by Archibald Lyons. I claim and set up title to said tract of land by virtue of long continued possession, occupancy, and improvements of those from whom I derive title.

WILLIAM BROWN.

This tract contains, and is bounded, as in the above notice.

Whereupon, Colonel John Anderson was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, he knows of no improvements being made on this tract of land; that, in the year 1803, improvements were made by Alexander Ewings, as tenant to Mr. Knaggs; and that those improvements have been continued to this day; that about twenty-five acres are cultivated and enclosed. This tract of land was always claimed by Whitmore Knaggs. This tract is part of a large tract claimed by the claimant, on which large improvements were made, and were burnt down on the 20th August, 1794, by General Wayne's army, as the deponent understood.—Postponed.

No. 581. ARCHIBALD LYONS.—The Board took into consideration the claim of Archibald Lyons to a tract of land, on river Miami; and the notice by him filed on the 19th instant was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, October 31, 1808.

Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim to a tract of land, situate on the river Miami, containing six arpents, one Gunter's chain, and ninety-two links in front and rear, and one hundred arpents in depth, bounded in front on said river Miami, in rear by unconceded lands, on the upper side by lands owned by William Brown, and below by lands owned by Conrad Teneyck: said tract of land being part and parcel of land, a tract of four thousand acres, granted to Whitmore Knaggs in July, 1784, and confirmed to him by renewal of said grant, the 12th day of May, 1797. I claim and set up title to said tract of land by virtue of long continued possession, and improvements of those from whom I derive title.

ARCHIBALD LYONS.

This tract contains, and is bounded, as in the above notice.

Whereupon, Colonel John Anderson was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, in the year 1794, the late George Knaggs was in possession and occupancy of the premises; that, on the 20th August, 1794, the buildings were burnt down by the army of General Wayne, as the deponent understood; and that, from that time to the year 1805, no other improvements were made on the premises; since which time improvements have been made by John Ewings, and that, as the deponent understood, under Alexander Ewings, his brother.—Postponed.

No. 582. PIERRE RIOPEL, (pre-emption right).—The Board took into consideration the claim of Pierre Riopel to a right of preference to a tract of land, situate on river Rouge; and the notice by him filed this day was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, December 28, 1808.

Please take notice that I claim the right of pre-emption to a tract of land in the district of Detroit, situate, lying, and being on the north side of river Rouge, containing, by estimation, twenty-five acres, it being two and a half acres in front by ten in depth, bounded in front by said river, and in rear by unlocated lands, on the northwest by lands claimed by the Northwest Company, and on the southeast by lands of Batiste Delisle. I claim the right of pre-emption by virtue of improvements made thereon previous to the year 1804, and continued to this date.

PIERRE RIOPEL, his X mark.

Witness, LAMBERT LAFOY.

This tract contains, and is bounded, as in the above notice.

Whereupon, Joseph Visger, Esq. was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 26th March, 1804, Jacques Desplats purchased this tract of Jean Baptiste Cicot, and remained in the possession of the premises until he sold to the claimant, who has kept a tenant on the same until about a year and a half ago, when he went and lived on it himself.

And thereupon it doth appear to the commissioners that the claimant is not entitled to a right of preference to the above described tract of land; and, therefore, his claim be rejected.

No. 583. JACOB VISGER, Esq.—The Board took into consideration the claim of Jacob Visger, Esq. to a tract of land situate on river Detroit; and the notice by him filed the 28th inst. was read in the words and figures following, to wit:

To PETER AUDRAIN, Esq. Register of the Land Office at Detroit.

SIR:

DECEMBER, 28, 1808.

Please take notice that I set up title and make claim to a certain tract of land, situate, lying, and being in the district of Detroit, containing one hundred and sixty acres, it being forty acres in depth by ten chains four links in front,

and sixteen chains in rear, bounded north by unconceded lands, west by unconceded lands, south by lands formerly claimed by Matthew Ernest and by lands of the claimant, and east by lands of the claimant and Batiste Campeau, which I hold by virtue of improvements, possession, and occupancy previous to the 1st July, 1796.

JACOB VISGER.

This tract contains, and is bounded, as in the above notice.

Whereupon, Baptiste Campeau was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, there was a small house built on the premises, which house was renewed lately, and has always been standing; that he knows of no land being cultivated, but about five arpents cleared, and prepared for cultivation and meadows; that the claimant keeps frequently a man in the house a week at a time, and almost always.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 583; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to to-morrow, at nine in the forenoon.

FRIDAY, December 30, 1808.

The Board met at nine in the forenoon, pursuant to adjournment.

No. 584. THE WIDOW OF ALEXANDER ELLAIR.—The Board took into consideration the claim of the widow of Alexander Ellair to a tract of land, situate on lake St. Clair; and the notice by her filed this day was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, December 28, 1808.

Please take notice that I claim title to a tract of land in the district of Detroit, situate, lying, and being on the north side of lake St. Clair, containing, by estimation, one hundred and twenty arpents, it being three arpents in front by forty in depth, bounded in front by the said lake, and in rear by unlocated lands, on the upper side by lands claimed by Gregor McGregor, and on the lower side by lands claimed by Madame Critie. I claim title by virtue of possession, occupancy, and improvements made by me previous to 1796, or by those from whom I derive title.

JOSETTE GALINION, her × mark,
Widow of Alexander Ellair.

Witness, LAMBERT LAFOY.

This tract contains, and is bounded, as in the above notice.

Whereupon, Louis Leduc was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the claimant was in possession of one arpent in front by forty in depth, and has continued so to this day; with respect to the other two arpents in front by forty in depth, the deponent saith, that, on the 1st July, 1796, the claimant was also in possession and occupancy, and continued so until she sold to Jean Baptiste Duiette, who sold to François L'Esperance, who sold to Robert Marsac, who sold to Ignace Ambroise, who sold to Henry St. Bernard, who sold to Joseph Ellair, from whom the claimant has purchased (as per deed herewith); and that the premises have been constantly cultivated from 1st July, 1796, to this day: a dwelling-house is erected, and about twelve arpents are cultivated.

The claimant, in support of her claim, exhibited a duplicate of the deed of Henry St. Bernard to Joseph Ellair, as recorded in the claim of said St. Bernard, No. 577; also a deed of transfer in the words and figures following, to wit:

MICHIGAN TERRITORY, ss.

Know all men by these presents, that I, Joseph Ellair, of Detroit, for and in consideration of the sum of one hundred and twenty-five pounds, New York currency, to me in hand paid at and before the sealing and delivery of these presents, the receipt whereof I do hereby acknowledge, have assigned and made over to Josette Galinion, my mother, all my right, title, and interest, claim, and demand of and to the within mentioned land and appurtenances: to have and to hold to the said Josette Galinion, her heirs and assigns, forever; and I, the said Joseph Ellair, for myself, my heirs and assigns, forever quit claim to the within mentioned land, and every part and parcel thereof.

In witness whereof, I have hereunto set my hand, and affixed my seal, at Detroit, the 28th December, A. D. 1808.

JOSEPH ELLAIR, his × mark. [L. s.]

Signed, sealed and delivered in the presence of

LAMBERT LAFOY,
JAMES ABBOT.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that she have a certificate thereof, which certificate shall be No. 584; and that she cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 585. JOSEPH SOCIER.—The Board took into consideration the claim of Joseph Socier to a tract of land, situate on lake St. Clair, which was entered with the former Commissioners of the Land Office at Detroit, in volume 1, page 315, under the date of 5th February, 1805.

This tract contains, by estimation, one hundred and twenty arpents, it being three arpents in front by forty in depth, bounded in front by lake St. Clair, in rear by unconceded lands, above by lands of Batiste Rivard, and below by lands of John Little.

Whereupon, Robert Marsac was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that the claimant has possessed and cultivated the premises these twenty years past, and still doth occupy and cultivate the same: about twenty-five arpents are cultivated and enclosed; a house and stables are erected thereon; there is an orchard.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 585; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 586. JOHN YAX.—The Board took into consideration the claim of John Yax to a tract of land, situate on lake St. Clair; and the notice by him filed this day was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, December 30, 1808.

Take notice that I claim title to a tract of land, situate at Grosse Pointe, containing two arpents one perch of eighteen feet in front by eighty in depth, bounded in front by lake St. Clair, in rear by unlocated lands, northeast by Simon Yax, and southwest by Pierre Yax. I claim title by virtue of possession, occupancy, and improvement made by me or those from whom I derive title.

JEAN YAX, his × mark.

Witness, PETER AUDRAIN.

This tract contains, and is bounded, as in the above notice.

Whereupon, Joseph Socier was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the claimant was in possession and occupancy of the premises, and has continued so to this day without interruption. About twenty-four arpents are cultivated; there are a dwelling-house and an orchard thereon.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 586; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

The Board reconsidered the claim of JAMES BABY, Esq., (No. 218,) which was postponed on the ninth day of August last.

And thereupon it doth appear to the commissioners that the claimant is not entitled to the before described tract of land; and that, therefore, his claim be rejected.

And then the Board adjourned to to-morrow, at nine in the forenoon.

DETROIT, December 31, 1808.

The Board met at nine in the forenoon, pursuant to adjournment.

No. 587. CHARLES PELTIER.—The Board took into consideration the claim of Charles Peltier to a tract of land, situate on river Detroit; and the notice by him filed this day was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, December 31, 1808.

Please take notice that I claim title to a tract of land in the district of Detroit, situate, lying, and being on what is generally called the second concession, containing three arpents in front by forty in depth, bounded in front by lands of the claimant, and in rear by unlocated lands, on the northeast by lands claimed by Jacques Campeau, and on the southwest by lands claimed by Mr. Ducharme. I claim title by virtue of possession, occupancy, and improvements made by me, or by those from whom I derive title.

CHARLES PELTIER, his \times mark.

Witness, LAMBERT LAFOY.

This tract contains, and is bounded, as in the above notice.

Whereupon, Joseph Grimard was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the claimant had erected a small house on the premises, and then cultivated part of the land, and has continued to cultivate the same to this day; about four or five arpents are cultivated.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 587; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 588. JEAN BAPTISTE CICOT, (pre-emption right.)—The Board took into consideration the claim of Jean Baptiste Cicot to a right of preference to a tract of land, situate on river Rouge, containing, by estimation, thirty and a quarter acres, it being five and a half acres in front by five and a half in depth; and the notice by him filed this day was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, December 31, 1808.

Please take notice that I claim the right of pre-emption to a tract of land, situate, lying, and being on the north side of river Rouge, containing, by estimation, thirty and a quarter acres, it being five and a half acres in front by five and a half in depth, bounded in front by said river, and in rear by unlocated lands, on the northwest side by lands occupied by Jean Baptiste Delisle, and on the southeast by lands claimed by the claimant. I claim by virtue of occupancy and improvements made previous to the year 1804, and continued to this date.

JEAN BAPTISTE CICOT.

This tract contains, and is bounded, as in the above notice.

Whereupon, Jacob Visger, Esq., was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the month of March, 1804, the claimant was in possession and cultivated the premises, and has continued so to this day; that he was then, and is still, a head of a family; a house is erected thereon, and six acres are cultivated.

And thereupon it doth appear to the commissioners that the claimant is entitled to the right of preference to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 588; and that he return the same, together with a receipt from the Receiver of Public Moneys, for at least one-fourth part of the purchase money, to the Register of the Land Office at Detroit, on or before the first day of January next.

No. 589. JEAN BAPTISTE CICOT, (pre-emption right.)—The Board took into consideration the claim of Jean Baptiste Cicot to the right of preference to a tract of land situate on river Rouge, containing, by estimation, about sixty acres, it being eight acres in front by eight in depth; and the notice by him filed this day was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, December 31, 1808.

Please take notice that I claim the right of pre-emption to a tract of land in the district of Detroit, situate, lying, and being on the north side of river Rouge, containing, by estimation, sixty acres, it being eight acres in front by eight acres in depth, bounded in front by said river, and in rear by unlocated lands, on the northwest by lands claimed by the claimant, and on the southeast by lands of the United States. I claim title by virtue of possession, occupancy, and improvements made by me.

JEAN BAPTISTE CICOT.

This tract contains, and is bounded, as in the above notice.

Whereupon, Jacob Visger, Esq., was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the month of March, 1804, the claimant was in possession and cultivated the premises, and has continued so to this day; that he was then, and is still, a head of a family; about four acres are cultivated and enclosed, and a house is erected thereon.

And thereupon it doth appear to the commissioners that the claimant is entitled to the right of preference to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 589; and that he return the same, together with a receipt from the Receiver of Public Moneys, for at least one-fourth part of the purchase money, to the Register of the Land Office at Detroit, on or before the first day of January next.

No. 590. GEORGE BLUE JACKET, (pre-emption right.)—The Board took into consideration the claim of George Blue Jacket to the right of preference to a tract of land, situate on river Detroit; and the notice filed 14th instant was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, December 14, 1808.

Please take notice that I claim the right of pre-emption to a tract of land in the district of Detroit, situate, lying, and being on the Detroit river, containing, by estimation, eighty acres, it being ten acres in front by eight in depth, bounded in front by Detroit river, and in rear by unlocated lands, on the southwest and northeast by lands of the United States, unlocated. I claim the right of pre-emption by virtue of possession, occupancy, and improvements made by me thereon previous to 1804, and continued to this day.

FOR GEORGE BLUE JACKET,
J. LASSELLE.

This tract contains, and is bounded, as in the above notice.

Whereupon, Philippe Lecuyer was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to March, 1804, the claimant did possess, occupy, and cultivate the premises, and has continued so to this day. About ten acres are cultivated; that a dwelling-house and out-houses are erected on the premises; and that the claimant was then, and is still, a head of a family.

And thereupon it doth appear to the commissioners that the claimant is entitled to the right of preference to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 590; and that he return the same, together with a receipt from the Receiver of Public Moneys for at least one-fourth part of the purchase money, to the Register of the Land Office at Detroit, on or before the first day of January next.

No. 591. ANTOINE LASSELLE, JUN. (pre-emption right).—The Board took into consideration the claim of Antoine Lasselie, Jun. to a tract of land, situate in what is commonly called the second concession, &c.; and the notice by him filed this day was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

DETROIT, December 31, 1808.

Please take notice that I claim the right of pre-emption to a tract of land, situate, lying, and being in what is called the second concession, containing, by estimation, eighty arpents, it being two arpents in front by forty in depth, bounded in front by lands of the claimant, and in rear by unlocated lands, on the northeast by lands of John, William, and David Macomb, and on the southwest by lands claimed by François Gachelin. I claim the right of pre-emption by virtue of improvements made agreeably to the third section of an act of Congress entitled "An act regulating the grants of land in the territory of Michigan."

ANTOINE LASSELLE, Jun.

This tract contains, and is bounded, as in the above notice.

And thereupon it doth appear to the commissioners that the claimant is entitled to the right of preference to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 591; and that he return the same, as well as a receipt from the Receiver of Public Moneys for at least one-twentieth part of the purchase money, to the Register of the Land Office at Detroit, on or before the first day of January next.

No. 592. JOHN, WILLIAM, AND DAVID MACOMB, (pre-emption right).—The Board took into consideration the claim of John, William, and David Macomb, to the second concession, &c.; and the notice filed by Solomon Sibley, their attorney, on the 10th instant, was read in the words and figures following, to wit:

To the Register of the United States' Land Office at Detroit.

DETROIT, December 10, 1808.

In conformity with the second section of an act entitled "An act supplemental to an act regulating the grants of land in the territory of Michigan," John Macomb, William Macomb, and David Macomb, sons and heirs of William Macomb, late of Detroit, Esq., deceased, hereby give notice to the Commissioners of the Land Office that they claim the preference of becoming the purchasers of two certain tracts of land lying in said district and territory, in rear of a certain tract of land, and adjoining the same, confirmed to them, the said John, William, and David Macomb, by the said commissioners; which said farm, so confirmed, is situated upon the river Detroit, adjoining the public domain (so called) on the lower side of said town of Detroit; one of said tracts of land commences at forty arpents from said river, and extends back, in continuation, forty arpents, being two arpents in width, that is, five chains and ninety-two links in front by one hundred and sixteen chains and fifty links in depth, containing sixty-nine acres, English measure, or statute acres, bounded southerly by lands of the claimants, easterly by the public domain, (so called,) northerly by United States' lands, and westerly by lands of claimants; the other of said tracts, commencing forty arpents from said river Detroit, is three arpents wide by forty arpents in depth, or eight chains eighty-eight links wide, and one hundred and sixteen chains and fifty links in depth, and containing one hundred and three and one-fourth acres, English or statute measure, and is bounded southerly and westerly by the lands of the said John, William, and David, and in rear by vacant lands, on the westerly side by the lands in continuation of Antoine Lasselie, Jun., formerly the farm of Pierre Chene; which said two tracts of land together contain one hundred and seventy-two acres and one-fourth of an acre, statute measure of the United States: wherefore, the said John, William, and David pray that this their entry, and claim of preference of being the purchasers, &c. may be received and sustained by said commissioners, and that the same being examined and considered, such further proceedings may be had thereon, as may be necessary to enable them to obtain a patent for the same, &c.

FOR JOHN, WILLIAM, AND DAVID MACOMB.

SOL. SIBLEY, Attorney and Agent.

This tract contains, and is bounded, as in the above notice.

And thereupon it doth appear to the commissioners that the claimants are entitled to the right of preference to the above described tract of land, and that they have a certificate thereof, which certificate shall be No. 592; and that they return the same, as well as a receipt from the Receiver of Public Moneys for at least one-twentieth part of the purchase money, to the Register of the Land Office at Detroit, on or before the first day of January next.

No. 593. FRANÇOIS VALLIQUET AND AMABLE BELLAIR, (pre-emption right).—The Board took into consideration the claim of François Valliquet and Amable Bellair to the right of preference to a tract of land, situate on river Miami; and the notice filed this day by Solomon Sibley, their attorney, was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

DETROIT, December 30, 1808.

Notice is hereby given to the Commissioners of the United States' Land Office at Detroit that François Valliquet and Amable Bellair, of said district, and territory of Michigan, and each the head of a family, claim the right, under the third section of an act entitled "An act supplemental to an act regulating the grants of land in the territory of Michigan," approved the 25th April, 1808, of becoming the purchasers of a certain tract of land situated upon the northwest side of the river Miami, below the rapids thereof, in the said land district of Detroit, and territory of Michigan, which said tract of land contains six acres in front upon said river Miami, and twenty in depth, making one hundred and twenty acres, bounded in front by said river, on the lower side by a line separating said tract from the improvements of Jean Baptiste Beaugrand, in rear by United States' lands, and upon the upper side by lands of the United States. The said Valliquet and Bellair claimeth privilege of purchasing the above described tract of land (to the exception of two acres claimed by Francis Desloges, to wit, one acre in front upon said river by two acres in depth,) by virtue of having occupied, possessed, and improved the same prior to the 26th March, 1804, down to the 25th April, 1808.

FOR FRANÇOIS VALLIQUET AND AMABLE BELLAIR, claimants.

SOL. SIBLEY, Attorney and Agent.

This tract contains, and is bounded, as in the above notice.

Whereupon, Gabriel Godfroy was brought forward as a witness in behalf of the claimants, who, being duly sworn, deposed and said, that, previous to the month of March, 1804, the claimants were in possession and occupancy of the premises, and have continued so to this day; that they are both heads of family; that about ten arpents are cultivated, and that two houses and out-houses are erected thereon.

And thereupon it doth appear to the commissioners that the claimants are entitled to the right of preference to the above described tract of land, and that they have a certificate thereof, which certificate shall be No. 593; and that they return the same, together with a receipt from the Receiver of Public Moneys for at least one-fourth part of the purchase money, to the Register of the Land Office at Detroit, on or before the 1st day of January next.

The Board reconsidered the claim of Jesse Hicks to the right of pre-emption to a tract of land on Grosse Isle, which was postponed on the 25th day of November last, (No. 341.)

Whereupon, it doth appear to the commissioners that the claimant is not entitled to the right of preference to the before described tract of land; and that, therefore, his claim is rejected.

No. 594. FRANCIS DESFORGES, (pre-emption right.)—The Board took into consideration the claim of Francis Desforges to the right of preference to a tract of land, situate on the northwest side of river Miami; and the notice filed this day by Solomon Sibley, his attorney, was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit, in the Territory of Michigan.

SIR:

DETROIT, December 30, 1808.

Notice is hereby given to the Commissioners of the said United States' Land Office at Detroit, that Francis Desforges claims the privilege of becoming the purchaser of the pre-emption right to a certain tract of land, or lot, with the buildings and improvements thereon erected and standing, situated upon the northwest side of the river Miami, in the district of Erie, and territory of Michigan, containing two square acres of land, and bounded in front by the bank of the Miami river, on the lower side by a lot of ground occupied and improved by Amable Bellair, or one Valliquet, in rear and on the upper side by United States' land, said to be claimed by said Bellair or Valliquet. The said Francis Desforges claims to become the purchaser of said lot or tract of land, under the provisions of the third section of the act of Congress entitled "An act supplemental to an act regulating the grants of land in the territory of Michigan," approved April 25, 1808, the claimant being the head of a family, and possessed, &c. of said lot of land prior to the 26th March, 1804, and having continued to possess and improve the same down to the day of passing said act.

FOR FRANCIS DESFORGES.

SOL. SIBLEY, Attorney.

This tract contains, and is bounded, as in the above notice.

Whereupon, Gabriel Godfroy was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the month of March, 1804, the claimant was in possession and occupancy of the premises, and continued thereon three years after, when he became insane; and that Robert Innis became his guardian, and kept a tenant in the house during his insanity; and that he is now restored to his legal capacity by a decree of the Supreme Court sitting in Chancery. There is a two story house erected on the premises, and there is also a good garden.

And thereupon it doth appear to the commissioners that the claimant is entitled to the right of preference to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 594; and that he return the same, together with a receipt from the Receiver of Public Moneys for at least one-fourth part of the purchase money, to the Register of the Land Office at Detroit, on or before the 1st day of January next.

No. 595. GABRIEL GODFROY and JEAN BAPTISTE BEAUGRAND, (pre-emption right.)—The Board took into consideration the claim of Gabriel Godfroy and Jean Baptiste Beaugrand to the right of preference to a tract of land, situate on the northwest side of river Miami; and the notice by them filed this day was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, December 31, 1808.

Please take notice that we claim the right of pre-emption to a tract of land in the district of Detroit, situate, lying, and being on the west-northwest side of the Miami river, that empties itself into lake Erie, containing, by estimation, two hundred and twenty-five acres, it being fifteen acres in front by fifteen in depth, bounded in front by the said Miami river, and in rear by unlocated lands, on the south or upper side by lands claimed by Bellair and Valliquet, and on the north or lower side by unlocated lands: claim the right of pre-emption by virtue of improvements and occupancy of the said tract previous to the year 1804, and continued to this date.

FOR GODFROY and BEAUGRAND,

G. GODFROY.

This tract contains, and is bounded, as in the above notice.

Whereupon, Antoine Lasselle was brought forward as a witness in behalf of the claimants, who, being duly sworn, deposed and said, that, previous to the month of March, 1804, the claimants were in possession and occupancy of the premises, and have continued so to this day. Three houses are erected on the premises, and four or five arpents are cultivated and enclosed.

And thereupon it doth appear to the commissioners that the claimants are entitled to the right of preference to the above described tract of land, and that they have a certificate thereof, which certificate shall be No. 595; and that they return the same, together with a receipt from the Receiver of Public Moneys for at least one-fourth part of the purchase money, to the Register of the Land Office at Detroit, on or before the first day of January next.

No. 596. DR. FRANCIS LE BARRON, (pre-emption right.)—The Board took into consideration the claim of Dr. Francis Le Barron to the right of pre-emption to a lot of ground of two square acres, situate on the island of Michillimackinack; and the notice by him filed on the 11th August last was read in the words and figures following, to wit:

To PETER AUDRAIN, Register of the Land Office at Detroit.

SIR:

DETROIT, August 11, 1808.

I hereby make entry and claim the pre-emptive right to two square acres of land on the island of Michillimackinack, bounded on the south side and in front by the strait of lake Michigan, on the north by a high precipice, on the east by a line that divides this claim from the body of the island, and on the west by a lime ridge. This tract of land is claimed by possessory right for about five years past.

FRANCIS LE BARRON.

This tract contains, and is bounded, as in the above notice.

And thereupon, no testimony being adduced, it doth appear to the commissioners that the claimant is not entitled to the right of preference to the above described tract of land; and that, therefore, his claim is rejected.

No. 597. — ST. MICHEL and JOSEPH LORRENGER, (pre-emption right.)—The Board took into consideration the claim of — St. Michel and Joseph Lorrenger to the right of pre-emption to a tract of land, situate on the northwest side of river Miami; and the notice by them filed this day was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, December 31, 1808.

Notice is hereby given to the Commissioners of the United States' Land Office at Detroit, that — St. Michel and Joseph Lorrenger, of said district, and territory of Michigan, claim the right, under the 3d section of an act entitled "An act supplemental to an act regulating the grants of land in the territory of Michigan," approved April 25, 1808, of becoming the purchasers of a certain tract of land situated upon the northwest side of the river Miami, below the rapids thereof, in the said land district of Detroit, and territory of Michigan, which said tract of land contains three acres in front upon said river Miami, and twenty acres in depth, making sixty acres, bounded in front by said river, on the upper and lower sides by land settled by David Hull and Joseph Ruland, and in rear by United States' lands. The said St. Michel and Lorrenger claim the privilege of purchasing the above described tract of

land by virtue of having occupied, possessed, and improved the same prior to the 26th March, 1804, down to the 25th April, 1808.

For — ST. MICHEL and JOSEPH LORRENGER,
GEORGE McDUGALL, *Attorney of claimants.*

This tract contains, and is bounded, as in the above notice.

Whereupon, Francis Durgot was brought forward as a witness in behalf of the claimants, who, being duly sworn, deposed and said, that, in the year 1803, — St. Michel was in possession and occupancy of the premises, and has continued so until about twenty-one months ago, when Joseph Lorrenger took possession, and has occupied the same until last spring, when the deponent was at that place; about three or four acres are cultivated, and a house and store-house are erected thereon.

The deponent further said, that the claimants lived together on the premises about seven months.

And thereupon it doth appear to the commissioners that the claimants are entitled to the right of preference to the above described tract of land, and that they have a certificate thereof, which certificate shall be No. 597; and that they return the same, together with a receipt from the Receiver of Public Moneys for at least one-fourth part of the purchase money, to the Register of the Land Office at Detroit, on or before the 1st day of January next.

And then the Board adjourned to Monday next, at nine in the forenoon.

REUBEN ATTWATER,
PETER AUDRAIN,
JAMES ABBOTT.

No. 16.

Transcript of the Minutes of the Proceedings of the Land Office at Detroit, commencing the 2d day of January, and ending 27th of February, 1809, both days inclusive.

MONDAY, January 2, 1809.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Wednesday next, at nine in the forenoon.

WEDNESDAY, January 4, 1809.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Friday next, at nine in the forenoon.

FRIDAY, January 6, 1809.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Monday next, at nine in the forenoon.

MONDAY, January 9, 1809.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Wednesday next, at nine in the forenoon.

WEDNESDAY, January 11, 1809.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Friday next, at nine in the forenoon.

FRIDAY, January 13, 1809.

The Board met at nine o'clock in the forenoon, pursuant to adjournment.

No. 598. GEORGE MELDRUM, administrator of JEAN LE MAY, deceased. — The Board took into consideration the claim of George Meldrum, as administrator of Jean Le May, deceased, to a tract of land, situate on river St. Clair; and the notice by him filed the 24th December last was read in the words and figures following, to wit:

The honorable Commissioners of the Land Office for the Territory of Michigan.

DETROIT, December 24, 1808.

Please take notice and enter on your records a tract of land, lying and being on river St. Clair, containing five acres in front on said river, and on the southwest by lands of George Cotterall, and on the northwest one hundred acres, bounded by unlocated lands, and on the northeast by the same.

For the late JEAN LE MAY,
GEORGE MELDRUM, *Administrator.*

This tract contains, by estimation, five hundred acres, and is bounded as in the above notice.

Whereupon, Joseph Robitaille was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, he, the deponent, was in possession and occupancy of the premises, and continued so until he sold to the late Jean Dumay, deceased, who occupied the same until he died; since which, George Meldrum, as administrator, has caused the same to be cultivated every year to this day: about fourteen arpents are cultivated; a good house and stables are erected thereon.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 598; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 599. THE LEGAL HEIRS OF JAMES ABBOTT, Esq. deceased. — The Board took into consideration the claim of the legal heirs of the late James Abbott deceased, to a tract of land, situate on lake St. Clair, near L'ance creuse; and the notice by them filed the 31st December last was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, December 31, 1809.

Please take notice that we claim title to a tract of land in the district of Detroit, situate, lying, and being on the northwest side of lake St. Clair, near L'ance creuse, containing, by estimation, six hundred and forty acres, it being sixteen acres in front by forty in depth, bounded in front by lake St. Clair, in rear by unlocated lands, on the north by unlocated lands, and on the south-southwest by lands claimed by a Monsieur Duchesne. We claim title by virtue of possession, occupancy, and improvements made by us previous to 1796, or by those from whom we derive title.

For the heirs of the late JAMES ABBOTT, deceased,
JAMES ABBOTT.

This tract contains, and is bounded, as in the above notice.

Whereupon, Joseph Robitaille was brought forward as a witness in behalf of the claimants, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, he, the deponent, cultivated the premises as a tenant of the late James Abbott, deceased; that he built a house thereon, cleared and enclosed about three arpents; and that from that time to this day he has continued to cultivate the same as a tenant.

And thereupon it doth appear to the commissioners that the claimants are entitled to the above described tract of land, and that they have a certificate thereof, which certificate shall be No. 599; and that they cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to Monday next, at nine in the forenoon

The Board met at nine in the forenoon, pursuant to adjournment.

MONDAY, January 16, 1809.

The Board reconsidered the claim of Amable Bellair, (No. 520,) which was postponed on the 17th instant.

Whereupon, Joseph Bellair was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the claimant was in possession and occupancy of the premises, that he, the deponent, helped to haul the timber for the house now erected thereon, and that the claimant has continued to this day to possess and cultivate the same.

And thereupon, in consequence of the above evidence, and also in consequence of the entry made by the claimant with the former Commissioners of the Land Office at Detroit, in volume 2, page 71, under the date of 25th January, 1806, it doth appear to the commissioners that the claimant is entitled to three arpents in front by forty in depth bounded in front by Otter creek, in rear by river aux Vases, on the upper side by unlocated lands, and below by the land of the claimant, and that he have a certificate thereof, which certificate shall be No. 520; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 600, AMABLE BELLAIR.—The Board took into consideration the claim of Amable Bellair to a tract of land, situate on the south side of river Raisins; and the notice by him filed on the 30th December last was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, December 30, 1808.

Please to take notice that I now enter with the Commissioners of the Land Office at Detroit my claim to a tract of land, situate, lying, and being on the south side of river Raisins, containing four arpents in front by one hundred and twenty in depth, bounded in front by river Raisins, in rear by unconceded lands, above by the lands of the heirs of Tibbitt, and below by Hubert Lacroix. I claim by virtue of possession, occupancy, and improvements made by me or those from whom I derive title.

FOR AMABLE BELLAIR.

JOSEPH BELLAIR, his x mark.

Witness, PETER AUDRAIN.

This tract contains, and is bounded, as in the above notice.

Whereupon, Joseph Bellair was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the claimant was in possession and occupancy of the premises, and has continued so to this day without interruption: about eighteen arpents are in cultivation; a house and stables are erected thereon.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 600; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

Adjourned to Wednesday next, at nine in the forenoon.

WEDNESDAY, January 18, 1809.

The Board met at nine in the forenoon, pursuant to adjournment.

No. 601, BATISTE DUBAY.—The Board took into consideration the claim of Batiste Dubay to a tract of land, situate at L'ance creuse, on lake St. Clair; and the notice by him filed on the 6th of September last was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, September 6, 1808.

Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim to a tract of land, situated on lake St. Clair, at L'ance creuse, containing, by estimation, four and a half arpents in front, by forty in depth, bounded in front by lake St. Clair, in rear by unconceded lands, on one side, above, by Louis Laforge, on the other side, below, by Simon Landri. I claim and set up title by virtue of possession, occupancy, and improvements made by me or those from whom I derive title.

BATISTE DUMAY, his x mark.

Witness, PETER AUDRAIN.

This tract contains, and is bounded, as in the above notice.

Whereupon, Jean Batiste Nanté was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st of July, 1796, Joseph Garand was in possession and occupancy of the premises, and continued so until he sold to Saraphan Loson, from whom the claimant purchased about six years ago, and has occupied and cultivated the same every year to this day. About six arpents are cultivated, and a house is erected thereon.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 601; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 602, ALEXIS DUBAY.—The Board took into consideration the claim of Alexis Dubay to a tract of land, situate at L'ance creuse, on lake St. Clair; and the notice by him filed on the 6th of September last was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, September 6, 1808.

Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim to a tract of land, at L'ance creuse, of four arpents by forty in depth, bounded in front by lake St. Clair, in rear by unconceded lands, above by Simon Landri, and below by Michael Comparét. I claim and set up title by virtue of possession, occupancy, and improvements made by me or those from whom I derive title.

ALEXIS DUBAY, his x mark.

Witness, PETER AUDRAIN.

This tract contains, by estimation, one hundred and sixty arpents, and is bounded in front by lake St. Clair, in rear by unlocated lands, above by lands of Simon Landri, and below by lands of Michael Comparét.

Whereupon, Jean Batiste Nanté was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st of July, 1796, one Dubay, father to the claimant, was in possession and occupancy of the premises, and continued so until about six years ago, when he sold to his son, (the claimant) who has occupied and cultivated the same every year since that time to this day. About five arpents are cultivated, and a house and stables are erected thereon.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 602; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

Adjourned to Friday next, at nine in the forenoon.

FRIDAY, January 20, 1809.

The Board met at nine in the forenoon, pursuant to adjournment.

The Board reconsidered the claim of Meldrum and Park, (No. 560,) which was postponed on the 21th of December last.

Whereupon, the claimants, in support of their claim, produced a deed from Philippe Bellanger to Benoit Chapon, which was entered at full length by the former commissioners, in liber B. fo. 151; and from which the following is extracted, to wit:

"Excepté et réservé l'emplacement et terrains du Sieur Bellard, et qui n'est ny ne sera point maître d'élever aucuns bestiaux d'aucune espèce, ni de passer ni faire aucun chemin sur la ditte terre."

And thereupon it doth appear to the commissioners that the claimants are entitled to the above described tract of land, and that they have a certificate thereof, which certificate shall be No. 560; and that they cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to Saturday next, at nine in the forenoon.

SATURDAY, January 21, 1809.

The Board met at nine in the forenoon, pursuant to adjournment.

No. 603. THE HEIRS OF CECILLE CAMPEAU, WIFE OF JACQUES LOSON.—The Board took into consideration the claim of the legal heirs of the late Cecille Campeau, deceased, and wife of Jacques Loson, to a tract of land, situate on river Huron; and the notice by them filed the 18th of August last was read in the words and figures following, to wit:

To the Register of the Land Office of the United States, held at Detroit.

SIR: DRETOIT, August 17, 1808.

Notice is hereby given that I, John Williams, son and co-heir of Cecille Campeau, late the wife of Jacques Loson, and late the widow of Thomas Williams, my late father, deceased, for and in right of myself, as well as for and in right of all the children and co-heirs of the said Cecille, our mother, deceased, and in right thereof, do now enter with the Commissioners of the Land Office at Detroit our claim in and to a certain tract of land, situated upon the river Huron, in the district of Huron, and territory of Michigan, containing, by estimation, six hundred and forty acres, or thereabout, bounded in front upon said river Huron, upon the upper side, southwesterly, by lands claimed by Joseph Campeau, on the lower side, northerly, by lands claimed by Michel Comparet, and in rear by lake St. Clair, being in front, upon said river Huron, twelve acres, or thereabouts, and in depth fifty-three and one-third acres, or thereabouts. I, the said John Williams, for myself and for and on behalf of the children and co-heirs of the said Cecille, our late mother, deceased, make claim and set up title to said tract of land, in the right of, and as the legal representatives of, the said Cecille, deceased, by virtue of purchase of said tract of land, made by said Cecille, in her lifetime, as well as long possession, occupancy, and improvements thereon had, made, and done by the said Cecille, and those under whom the said Cecille, and the heirs and legal representatives, set up title and claim in and to said tract of land, &c.

JOHN WILLIAMS,

For himself and the co-heirs of the late Cecille Campeau, deceased.

This tract contains, and is bounded, as in the above notice.

Whereupon, Jacques Campeau was brought forward as a witness in behalf of the claimants, who, being duly sworn, deposed and said, that, previous to the 1st of July, 1796, Jacques Loson and his late wife, Cecille Campeau, were in possession and occupancy of the premises; that Mrs. Loson remained on the said premises with her husband until she died; and that Jacques Loson has continued on the same to this day; that several people had made some improvements on the premises, and that Loson and his wife purchased them, to wit, from Thomas Edwards; that afterwards Isaac Williams did transfer to them a certain quantity of land adjoining, making now part of the farm possessed and occupied by said Loson, which said quantity of land so transferred was the joint property of said Isaac Williams and of the late Thomas Williams. The deponent further saith, that the said Isaac Williams and Thomas Williams never made any improvements on this tract of land. The deponent has no knowledge that the first improvements were made under the authority of Isaac and Thomas Williams; the deponent saith that there are about thirty-five or thirty-six arpents cultivated and enclosed, and that a house, barn, and other out-houses are erected on the premises; that the house now standing was built by Thomas Edwards, but that the barn and other buildings have been erected by Jacques Loson. The deponent further saith, that John Williams worked now and then on the said tract of land with a negro of his father; that the negro worked seven or eight years until he was sold, to wit, seven or eight years ago. The deponent knows that Jacques Loson has cultivated this farm ever since he has been in possession of it, and that all the fencing, seeding, and ploughing, has been made by said Loson, or by people under him; that the negro was brought to Jacques Loson by his wife, when he married her, and was sold by him, or her, during her lifetime; that John Williams lived in the house of Jacques Loson during the time he remained on river Huron. That, when Mr. and Mrs. Loson went to live on river Huron, he, the deponent, thought that they were going on the property of Mrs. Loson, but he does not know whether Loson thought so himself or not. That two daughters of Mrs. Loson, by her first husband, lived seven or eight years, more or less, in the family of Jacques Loson, except the time they were sent to school.

Touissant Campeau, another witness, being sworn, deposed and said, that he often heard the late Mrs. Loson say that the premises under consideration were her property; that there were about twelve arpents cultivated and enclosed, previous to Mr. and Mrs. Loson going to reside thereon. The deponent being asked in what situation Jacques Loson was when he went to live on the river Huron, answered that, to the best of his knowledge, he believes that he had nothing.—Postponed.

No. 604. JOSEPH CAMPEAU.—The Board took into consideration the claim of Joseph Campeau, to a tract of land, situate on river Huron; and the notice by him filed 31st December last was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

DRETOIT, December 31, 1808.

SIR: Take notice that I claim title to one tract of land, situate on or near river Huron, containing twelve arpents in front by — arpents in depth, bounded in front on river Huron, above by my own lands, and below by Francois St. Obin. I claim by virtue of possession, occupancy, and improvements made by me or those from whom I derive title.

JOSEPH CAMPEAU.

This tract contains, and is bounded, as in the above notice.

Whereupon, Jacques Loson was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that he has been living on the farm under consideration about sixteen years, and has worked and improved the same to this day; that, when he went to live on it, there was on it one Thomas Edwards, from whom he, the deponent, purchased the improvements; that he sold this tract of land to Joseph Campeau for a valuable consideration, but that the late Mrs. Loson refused to sign the deed; that Mrs. Loson refused also to sign the mortgage, but that he, the deponent, forced her to do it; that he owed a sum of money to Joseph Campeau for goods which he, the deponent, had taken from the store of Mr. Campeau, for the use of his family; and that it was for that debt that he gave the above mentioned mortgage to Mr. Campeau; that the children of Mrs. Loson by her first husband were not constantly with him, but lived with him about seven or eight years, and were clothed with part of the goods

purchased from Mr. Campeau's store; that he paid Thomas Edwards for his improvements with a horse, which was part of Mrs. Loson's property, and with an order on Mr. Campeau for about twenty pounds, which is comprehended in the mortgage; that, since he sold his farm to Mr. Campeau, he considered himself as a man living thereon, without paying rent, and that he does not consider Mr. Campeau as owner, because Mr. Campeau never took possession of the premises. The deponent further saith, that he knows of Mr. Isaac Williams having transferred all the lands to the late Mrs. Loson, the year they went to live on them, but prior to their going; and that he, the deponent, agreed to the transfer, and that he always considered the premises as the property of his wife; and that he worked the same as common property between them; that, about two years ago, he settled all his accounts with Mr. Campeau, and gave Mr. Campeau his note of hand for the balance, which is now unpaid, including the mortgage money; that Mr. Campeau did not say that the mortgage and other papers were null and good for nothing. The deponent exhibited a writing purporting to be a mutual gift between him and his late wife.—Postponed.

And then the Board adjourned to Monday next, at nine in the forenoon.

MONDAY, January 23, 1809.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Wednesday next, at nine in the forenoon.

WEDNESDAY, January 25, 1809.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Friday next, at nine in the forenoon.

FRIDAY, January 27, 1809.

The Board met at nine in the forenoon, pursuant to adjournment.

No. 605. THE WIDOW AND HEIRS OF PIERRE MAYET, deceased.—The Board took into consideration the claim of the widow and heirs of Pierre Mayet, deceased, to a tract of land, situate on lake St. Clair; and the notice by them filed the 6th July, 1808, was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, July 6, 1808.

Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim to a tract of land, situate on lake St. Clair, containing about four arpents in front by forty in depth, bounded in front by lake St. Clair, in rear by unlocated lands, on one side by Batiste Chovin, and on the other side by Jean Louis Tremblé. I claim and set up title for myself and children, by virtue of possession, occupancy, and improvements made by me or by my late husband, Pierre Mayet, deceased.

MARY, THE WIDOW OF PIERRE MAYET, her × mark.

Witness, PETER AUDRAIN.

This tract contains, and is bounded, as in the above notice.

Whereupon, John Grant was brought forward as a witness in behalf of the claimants, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the late Pierre Mayet, deceased, was in possession and occupancy of the premises, and continued so until he died; since which time, the widow and children have occupied and cultivated the same to this day: about fourteen arpents are under cultivation, and a house and stables are erected thereon.

And thereupon it doth appear to the commissioners that the claimants are entitled to the above described tract of land, and that they have a certificate thereof, which certificate shall be No. 605; and that they cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 606. THE WIDOW OF VICTOR MORICEAU, deceased.—The Board took into consideration the claim of the widow of Victor Moriceau, deceased, to a tract of land, situate on river Ecorces; and the notice by her filed the 28th December last was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, December 28, 1808.

Take notice that I now enter with the Register of the Land Office at Detroit my claim to a tract of land, situate on river Ecorces, of three arpents in front by eighty in depth, bounded in front by said river, in rear by un-conceded lands, on one side by lands of Dominique Drouillard, and on the other side by lands of Mr. Schieffelin. I claim by virtue of possession, occupancy, and improvements made by me or those from whom I derive title.

THE WIDOW OF VICTOR MORICEAU, her × mark.

Witness, PETER AUDRAIN.

This tract contains, and is bounded, as in the above notice.

Whereupon, Baptiste Rouson was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the claimant was in possession and occupancy of the premises, and has continued so without interruption to this day: ten or twelve arpents are cultivated, and a house and stables are erected on the premises.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that she have a certificate thereof, which certificate shall be No. 606; and that she cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 607. THE LEGAL HEIRS OF FRANCOIS PAUL CAMPEAU, deceased.—The Board took into consideration the claim of the legal heirs of Francois Paul Campeau, deceased, to a tract of land, situate on Otter creek; and the notice by them filed the 28th December last was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, December 28, 1808.

Take notice that we claim title to a tract of land, situate on river aux Loutres, containing six arpents in front by about twenty-five in depth, bounded in front by said river aux Loutres, on one side by lands of Joseph Monmini, and on the other side by lands of Joseph Drouillard. We claim by virtue of possession, occupancy, and improvements made by our late father, deceased, or those from whom he derived title.

For the heirs of FRANCOIS PAUL CAMPEAU, deceased,
JEAN BAPTISTE ROUSON, his × mark.

Witness, PETER AUDRAIN.

Whereupon, Joseph Drouillard was brought forward as a witness in behalf of the claimants, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the late Francois Paul Campeau was in possession and occupancy of the premises, and continued so until he died; afterwards the children have occupied the premises, until about four years ago, since which time the land has remained idle: about seven arpents have been cultivated; there was a house on the premises, which was burnt about three years ago.—Postponed.

No. 608. JOSEPH DROUILLARD.—The Board took into consideration the claim of Joseph Drouillard to a tract of land, situate on Otter creek; and the notice by him filed the 28th December last was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, December 28, 1808.

Take notice that I claim title to a tract of land, situate on river aux Loutres, containing four arpents in front by twenty-five in depth, bounded in front by said river, on one side by lands of Antoine Dubreuil, and on the other side by lands of the heirs of François Paul Campeau. I claim by virtue of possession, occupancy, and improvements made by me or those from whom I derive title.

OSEPH DROUILLARD, his x mark.

Witness, PETER AUDRAIN.

This tract contains, and is bounded, as in the above notice.

Whereupon, François Soudriette was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the claimant was in possession and occupancy of the premises, and remained on the same until about six years ago, when the claimant left them; after that time, Antoine Lafontaine took possession of that tract, and remained thereon two years, and then sold his improvements and pretensions to Antoine Guy, who has lived on the premises these two years.—Postponed.

And then the Board adjourned to Monday next, at nine in the forenoon.

MONDAY, January 30, 1809.

The Board met at nine o'clock in the forenoon, pursuant to adjournment.

No. 609. CHARLES POUPARD.—The Board took into consideration the claim of Charles Poupard, grantee of the widow of Simon Campeau, deceased, being part of a tract which was entered with the former Commissioners of the Land Office at Detroit, by Gabriel Chene, in vol. 2, page 256, under the date of 28th February, 1805.

This tract contains, by estimation, two hundred and forty arpents, it being three arpents in front by eighty in depth, bounded in front by river Detroit, in rear by unlocated lands, above by lands of Robert McDougall, and below by lands claimed by Gabriel Chene.

Whereupon, Teophile Mettè was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, many years previous to the 1st July, 1796, the late Simon Campeau, deceased, was in possession and occupancy of the premises, and continued so until his death; that the widow occupied the same until five or six years ago, when she sold to the claimant, as per deed herewith; and that the claimant has occupied and cultivated the same to this day.

The claimant, in support of his claim, exhibited a deed in the words and figures following, to wit:

DETROIT, *Comté de Wayne*:

Par devant le notaire public pour le comté de Wayne, dans le territoire d'Indiana, résidant au Detroit, fut présent Dame veuve Simon Campeau, demeurant sur sa terre, dans le côté du nord-est de la paroisse Ste. Anne, du dit comté, laquelle reconnoît par ces présentes avoir cédé, quitté, transporté, et délaissé, dès maintenant et à toujours, avec garantie de tous troubles, dons, douaires, dettes, hypothèques, évictions, aliénations, et de tout autre empêchement généralement quelconque, au Sieur Charles Poupard, son gendre, et à Phélise Campeau Poupard, son épouse, qu'il autorise à l'effet des présentes, à ces présents et acceptants, pour eux, leurs heirs, et ayant cause à l'avenir, la moitié de la ditte terre où elle demeure présentement, comme dit est: la ditte moitié d'un arpent et demi de front sur quarante de profondeur, avec toutes les circonstances et dépendances, sans en rien réserver ny retenir, et avec le même droit sur les quarante autres arpents au bout des dits premier cédé, et en outre la ditte veuve, au dit Poupard et sa femme, tous les meubles mentionnés dans l'inventaire qui a été fait des biens qui ont été entre'elle et le dit défunt Simon Campeau, avant son mari, c'est à dire: tous les meubles en général mentionnés au dit inventaire, en date du neuf de May dernier, sans en rien réserver ny retenir, consistant en meubles de menage, animaux, instrumens d'agriculture, &c. Et en outre la ditte veuve donne au dit Poupard la jouissance de l'autre arpent et demi de la ditte terre sa vie durant, c'est à dire, tant qu'elle vivra, au profit du dit Poupard, et lui abandonne aussi pour toujours ses douaires et préciput, tels qu'ils lui sont accordés par son contrat de mariage avec le dit feu Simon Campeau, tel que le tout est mentionné au dit inventaire, ce que les dits Charles Poupard et son épouse ont accepté.

Cette abandon, cession, transport, et délaissement, ainsi fait aux conditions suivantes, savoir: que le dit Poupard s'oblige de nourrir, entretenir de hardes, loger, chauffer, éclairer la ditte veuve sa vie durant, et la traiter avec respect, tant en santé qu'en maladie; auquel cas, de la faire soigner comme il conviendra, en outre s'oblige de nourrir et loger demoiselle Angelique Campeau, sa belle-sœur, jusqu'à ce qu'elle soit pourvue par mariage, ou autrement, et de la traiter doucement, et ainsi que de nourrir la veuve Simon Campeau, fils, tant qu'elle voudra rester avec le dit Poupard, et de nourrir aussi une petite fille, que la ditte veuve a avec elle, aux conditions, cependant, qu'elles travailleront en leur capacité pour leurs entretiens de hardes, &c. et feront les ouvrages que des femmes et filles sont accoutumées de faire, pour le profit du dit Poupard. Antoine Campeau, fils mineur du dit défunt Simon Campeau, père, restera chez le dit Poupard, et travaillera pour lui jusqu'à ce qu'il aura l'âge de vingt-un ans accomplis, le dit Poupard le nourrira comme il convient, l'entretiendra de hardes, et lui donnera par chaque année onze pounds et quatre shillings, en argent ou marchandises. Si le dit Charles Poupard peut avancer à la ditte dame, sa belle-mère, la somme de cent pounds, pour faire dire des prières, &c., la ditte somme lui sera remise, et à prendre sur l'arpent et demi de terre, dont il a la jouissance de la ditte dame, veuve, duquel arpent et demi de front il aura la préférence après le décès de la ditte dame, au prix et prorata de ce que toute la terre de trois arpents a été estimée à l'inventaire du 19 May dernier, et du surplus il sera disposé suivant qu'il plaira à la ditte veuve d'ordonner dans la suite. S'il ne peut avancer les dittes cent pounds, pour faire dire des prières pour son défunt et elle, la ditte somme sera payée, et à prendre sur le dit arpent et demi, comme dit est, après le décès de la ditte dame veuve, en deduction sur le prix du dit arpent et demi, ce renvoy approuvé bon.

Et pour surêté et garantie de part, le dit Charles Poupard, de remplir punctuellement les conditions auxquelles il s'oblige par le présent acte envers la ditte dame veuve, &c.; il a de ce moment affecté, engagé, et hypothéqué, envers elle, tous ses biens, et spécialement le dit terrain, &c. à lui abandonné et cédé par ces présentes, et il s'oblige de plus, sous le même hypothèque, de payer toutes les dettes sont dues à divers créanciers et héritiers du dit feu Simon Campeau, père, ainsi qu'il est mentionné comme dit est. Car ainsi sont convenues les parties, promettant, &c. obligeant, &c. Fait et passé au dit Detroit, le seize de May, l'an mil huit cent trois, et ont la ditte dame veuve Campeau et Charles Poupard, signé et posé leurs cachets à ces présentes, présence de, et de nous, dit notaire, qui avons signé et posé notre cachet d'office.

Veuve SIMON CAMPEAU. [L. s.]
CHS. POUPARD. [L. s.]

Présence de

CHARLES MORAN,
F. D. BELLCOUR.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, (subject to the above mortgage,) and that he have a certificate thereof, which certificate shall be No. 609; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 610. JOHN CONNER.—The Board took into consideration the claim of John Conner to a tract of land, situate on the north side of the nrth branch of river Huron; and the notice by him filed the 30th of December, 1808, was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, December 29, 1808.

Take notice that I enter with the Commissioners of the Land Office at Detroit my claim to a tract of land, situate, lying, and being on the north side of the north branch of river Huron, containing, by estimation, six hundred and forty acres, it being sixteen acres in front by forty in depth, bounded in front by said north branch, and in rear by unlocated lands, on the east by lands claimed by James Conner, and on the west, also, by unlocated lands. I claim title by virtue of possession, occupancy, and improvements made by me or those from whom I derive title.

FOR JOHN CONNER,
JAMES CONNER.

This tract contains, and is bounded, as in the above notice.

Whereupon, Henry Conner was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the claimant was in possession and occupancy of the premises; that, in 1797, the claimant went into the Indian country, and that he, the deponent, at the request of the claimant, took charge of the premises, and has continued to take care of the same to this day: about four acres are cultivated and enclosed; a grist mill is erected on the premises.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 610; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to Wednesday next, at nine in the forenoon.

WEDNESDAY, February 1, 1809.

The Board met at nine o'clock in the forenoon, pursuant to adjournment.

The Board reconsidered the claim of François Laviolette, (No. 515,) which was postponed the 17th December last.

The claimant, in support of his claim, exhibited a deed in the words and figures following, to wit:

TERRITORY OF MICHIGAN, District of Erie, to wit:

Know all men by these presents, that I, Etienne Jacob, of the river Raisins, in said district of Erie, for and in consideration of one hundred dollars to me in hand paid, the receipt whereof I do hereby acknowledge, have sold, bargained, aliened, and confirmed, and by these presents do sell, bargain, alien, and confirm unto François Laviolette, of the same place, all my right, title, claim, and interest in and to a certain farm, lot, tract, or parcel of land, situate, lying, and being on the north side of said river Raisins, bounded as follows, to wit: south and front by said river Raisins, on the west side by a farm claimed at present by Gabriel Godfroy, Jun. belonging formerly to the late Pierre Demaise, on the eastern side by the claim of François Barron, alias Caton, and in rear by vacant lands, consisting of or containing three arpents in front, and running as far back as the adjoining farm, be the same more or less: to have and to hold the said farm, lot, tract, or parcel of land, with the house, out-houses, barn, and stables, and improvements, and all and singular of the appurtenances and privileges thereunto in anywise belonging, to the said François Laviolette, his heirs, executors, administrators, and assigns, forever. And I, the said Etienne Jacob, do by these presents warrant and forever defend the said premises against the claims of myself, my heirs, executors, administrators, or assigns, and against the claim and claims of all and every other person or persons whatsoever, (the claim of the Government of the United States of America only excepted,) free and clear from all bonds, judgments, mortgages, or prior sales, of whatsoever name or nature.

In testimony whereof, I, not knowing how to write, have caused my name to be hereunto written, have made my customary mark, and caused my seal to be hereunto affixed, at river Raisins, this 26th day of January, 1809.

ETIENNE JACOB, his × mark.

Signed, sealed, and delivered, after having been read and duly understood, in presence of

ISAEL RULAND,
DAVID HULL.

TERRITORY OF MICHIGAN, District of Detroit, to wit:

Personally appeared before me, the subscriber, one of the Justices of the Peace for said district of Erie, the within named Etienne Jacob, who acknowledged the within to be his own free and voluntary act and deed.

Given under my hand, this 26th day of January, 1809.

CHRISTOPHER TUTTLE, J. P. D. E.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 515; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 611. JULIEN CAMPEAU.—The Board took into consideration the claim of Julien Campeau to a tract of land, situate on lake St. Clair, part and parcel of a larger tract entered by Joseph Ellair with the former Commissioners of the Land Office at Detroit, in volume 1, page 359, under the date of the 3d December, 1805.

This tract contains, by estimation, one hundred and twenty arpents, it being about three arpents in front by forty in depth, bounded in front by lake St. Clair, in rear by unlocated lands, above by lands of Henry St. Bernard, and below by lands of Jean Baptiste Marsac.

Whereupon Jean Baptiste Nantay was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, Captain William Fleming was in possession and occupancy of the premises, and continued so until he sold to Joseph Ellair, from whom the claimant has purchased, and has occupied and cultivated the same to this day: about seven or eight arpents are cultivated and enclosed.

And the claimant, in support of his claim, exhibited a deed in the words and figures following, to wit:

TERRITOIRE DE MICHIGAN, District du Detroit, ss.

A toutes personnes à qui ces présentes viendront, qu'il soit connu et manifesté que ce jourd'hui, le dixième jour du mois de Septembre, l'an de notre Seigneur mil huit cent huit, par devant moy, George McDougall, notaire public du territoire et district susdit, par autorité licite dûment commissionné et sermenté selon la loi, résidant en la cité du Detroit, et témoins soussignés, personnellement a comparu Joseph Ellair, habitant du dit district du Detroit, lequel reconnoit par ces présentes, qu'en considération de la somme de deux cent piastres ou dollars, monnoye légale des Etats Unis, à lui en main payé comptant, par Julien Campeau, du dit district du Detroit, la récépissé de laquelle somme il avoue d'avoir reçu, par ces différentes billets de cette même date, avant la passation du présent contrat, lui, le dit Joseph Ellair, reconnoit d'avoir vendu, cédé, quitté, transporté, et délaissé, et il vend, cède, quitte, transporte, et délaissé, par ces présentes, au dit Julien Campeau, ses heirs, et ayant cause, dès maintenant et à toujours, avec garantie de tous troubles, douaires, hypothèques, et de tout autre empêchement généralement quelconque, une terre, avec tous les bâtiments et améliorations quelconques susconstruits, sise et située sur le bord du lac St. Clair, de trois arpents, et le surplus que se trouvera de front sur quarante arpents de profondeur, bornée en front par le dit lac St. Clair, par derrière par des terres non concédées, d'un côté, au nord-est, par Henry St. Bernard, et au sud-est par la terre présentement occupée par William Grosbeck, qui est néanmoins clamé et appartient à Benjamin Marsac: d'avoir et tenir les prémisses accordées et cédées, comme dit est, avec toutes

les privilèges et appartenances d'icelles, à lui, le dit Julien Campeau, ses hoirs, et ayant cause, à perpétuité, à son et leur jouissance et avantage, à perpétuité. Et moi, le dit Joseph Ellair, pour moi même, mes hoirs, exécuteurs et administrateurs, j'agréé et je conviens avec le dit Julien Campeau, ses hoirs, et ayant cause, que je suis légalement saisi en fief absolu des dites prémisses, qu'ils sont exempt de toutes embarras, que j'ai un bon droit de les vendre et transporter au dit Julien Campeau, et que je garantirai et défendrai les prémisses susdites au dit Julien Campeau, ses hoirs, et ayant cause, pour toujours, contre les clames et demandes de toutes personnes quelconques, le droit des États Unis excepté.

En foy de quoy, le dit Joseph Ellair a signé et scellé le présent contrat, en présence de moi, le dit notaire, et témoins soussignés, le jour et au susdit; et en confirmation d'icelle de surplus, moi, le dit notaire, j'ai à cecy posé ma signature et mon cachet notarial.

JOSEPH ELLAIR. [L. s.]

Signé, scellé, et délivré, en la présence de
JAMES DODEMED.
RALPH M. POMEROY.

Sealed, delivered, and acknowledged before me,

GEO. McDOUGALL, *Not. Pub. T. M.*

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 611; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 612. GABRIEL GODFROY, JUN.—The Board took into consideration the claim of Gabriel Godfroy, Jun. to a tract of land, situate on the south side of river Raisins; and the notice by him filed the 8th December last was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, December 6, 1805.

Take notice that I claim title to a tract of land situate on the south side of river Raisins, containing three arpents in front by the depth of the adjoining farms, bounded in front by river Raisins, in rear by unlocated lands, on one side by Joseph Porlier Benac, and on the other side by Giles Barns. I claim title by virtue of possession, occupancy, and improvements made by me or those from whom I derive title.

GAB. GODFROY, Jun.

This tract contains, and is bounded, as in the above notice.

Whereupon, Antoine Boulard was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, Charles Drouillard was in possession and occupancy of the premises, and continued so until he sold to François Durgeot, from whom the claimant has purchased, and has tentanted the same to this day. About nineteen arpents are cultivated.

The claimant, in support of his claim, exhibited a deed in the words and figures following, to wit:

TERRITOIRE DE MICHIGAN, *District du Detroit*:

Par devant les témoins soussignés fut présent François Durgeot, à présent demeurant dans le district du Detroit, lequel reconnoit avoir vendu, cédé, transporté, et délaissé, dès maintenant et à toujours, avec garantie de tous dons, douaires, dettes, hypothèques, évictions, aliénations, et de tout trouble et empêchement généralement quelconque, à Gabriel Godfroy, fils, à ce présent acceptant acquéreur, pour lui, ses hoirs, et ayant cause à l'avenir, une certaine terre ou plantation, sise et située au sud de la rivière aux Raisins, dans le district d'Erie, et territoire de Michigan, consistant en trois arpents de front sur la même profondeur des autres terres voisines, bornée d'un côté par Joseph Porlier Benac, et de l'autre côté par Giles Barns, que le dit acquéreur dit bien savoir et connoître, et dont il est content et satisfait. La ditte terre ou plantation est la même que le dit François Durgeot a acheté de Charles Drouillard, par contrat passé le 12 May, 1801; Charles Drouillard avait acheté d'Etienne Dufresne, dit Leveillé, qui l'avait eu en échange de Pierre Baron; Pierre Baron l'avait eu de Charles Reame, à qui les sauvages Poutoutamies l'avaient donné, ainsi qu'il appert par leur contrat, en date du 1 Septembre, 1786.

Cette vente, cession, transport, et délaissement, ainsi fait pour et moyennant la somme de cinquante pounds, cours de la Nouvelle York, que le dit vendeur reconnoit avoir reçu du dit acquéreur lors et avant la passation des présentes, dont il le tient quitte et déchargé, ainsi que tous autres.

Au moyen de quoy, le dit vendeur a de ce moment transporté, et par ces présentes transporte au dit acquéreur, ses hoirs, et ayant cause à l'avenir, tous et tels droits de propriété qu'il a et a pu avoir sur la ditte terre, s'en démettant et dévêtissant à son profit, voulant et entendant qu'il en soit mis en bonne possession et seizine, par qui et ainsi qu'il appartiendra en vertu des présentes.

Fait et passé au Detroit, le 27ème jour de Septembre, en l'an de notre Seigneur mil huit cent six, et le dit vendeur ayant déclaré ne savoir signer, a fait sa marque ordinaire, et a scellé en présence de témoins, après que lecture lui a été faite des présentes.

FRANCOIS DURGEOT, sa x marque. [L. s.]

Scellé et délivré en présence de JOSEPH TORNE,
PETER AUDRAIN.

DETROIT, October 27, 1806.

TERRITORY OF MICHIGAN, to wit:

Personally appeared before me, the undersigned, one of the Justices of the Peace in the district of Detroit, François Durgeot, the above grantor, who acknowledged the foregoing instrument of writing to be his voluntary act and deed, and, the same being read to him, he declared that he is content.

PETER AUDRAIN, *J. P. D. D.*

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 612; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

The Board reconsidered the claim of Christian Clemens and James Conner, (No. 541,) which was postponed 21st December last.

The claimants, in support of their claim, exhibited a deed in the words and figures following, to wit:

Know all men by these presents, that I, Henry Tucker, of river Huron, and territory of Michigan, in consideration of the sum of one hundred dollars, to me in hand paid by Christian Clemens, of the same district and territory aforesaid, the receipt whereof I do hereby acknowledge, have remised, released, and forever quitted claim, and do by these presents remise, release, and forever quit claim unto Christian Clemens, his heirs and assigns, forever, all that certain tract or lot of land, situate, lying, and being on the river Huron, in said district, which farm or tract of land is bounded on the south by said river Huron, and on the east by lands claimed by Tobias Newcomer, and running up said river fifteen and a half acres, and the usual depth of forty acres back; I do hereby release, and forever quit claim all my improvement right to said tract or lot of land, to have and to hold the same to him, the said Christian Clemens, his heirs and assigns, forever.

In witness whereof, I have hereunto set my hand, and affixed my seal, this 4th day of March, in the year of our Lord 1808.

HENRY TUCKER. [L. s.]

In presence of ROBERT TAIT,
JOHN J. MANCHESTER.

And thereupon it doth appear to the commissioners that the claimants are entitled to the above described tract of land, (not to exceed six hundred and twenty acres,) and that they have a certificate thereof, which certificate shall be No. 541; and that they cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to Friday next, at nine in the forenoon.

FRIDAY, February 3, 1809.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Monday next, at nine in the forenoon.

MONDAY, February 6, 1809.

The Board met at nine in the forenoon, pursuant to adjournment.

No. 613. FRANÇOIS MARSAC.—The Board took into consideration the claim of Captain François Marsac to a tract of land, situate on what is called Tremblé's creek; and the notice by him filed the 30th December last was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, December 30, 1808.

Take notice that I claim title to a tract of land situate, lying, and being on a creek known as Tremblé's creek, of six arpents in front by forty in depth, bounded in front by said creek, and in rear by unlocated lands, on one side by lands of the claimant, and on the other side by lands of Joseph Tremblé. I claim title by virtue of possession, occupancy, and improvements made by me prior to 1796, and continued to this date.

For FRANÇOIS MARSAC,

ROBERT MARSAC, his × mark.

Whereupon, John Litle was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, on the 1st July, 1796, he, the deponent, was in possession and occupancy of the premises, and continued so until he sold the same to the claimant about seven years ago.

Joseph Tremblé, another witness, being sworn, deposed and said, that the claimant has caused the premises to be cultivated every year to this day, and that about twelve or fourteen arpents are under cultivation.

The claimant, in support of his claim, exhibited two deeds of sale and transfer, in the words and figures following, to wit:

Know all men by these presents, that I, Andrew Baker, of Detroit, for and in consideration of the sum of fifteen pounds, New York currency, to me in hand paid by John Litle, yeoman, of the same place, the receipt whereof I do by these presents acknowledge, have granted, bargained, and sold, and by these presents grant, bargain, and sell, alien and confirm to said John Litle, his heirs and assigns, forever, a certain tract of land lying and being on a place commonly called Tremblé's creek, on the right hand as you go up said river or creek, containing six acres in front by forty in depth, bounded on the side below by Michael Tremblé's land, and above by land occupied by Grifard, and in the rear by unoccupied lands; together with all appurtenances belonging to said land, and the right, title, interest, claim, and demand whatsoever of him, the said Andrew Baker, his heirs and assigns, forever, of, in, and to the said tract of land and premises above mentioned, and every part and parcel thereof: to have and to hold the said tract of land and premises, and every part and parcel thereof, to the only proper use and behoof of the said John Litle, forever; and the said Andrew Baker, for himself, his heirs and assigns, and from them will warrant and forever defend the said tract of land and appurtenances. In witness whereof, I, the said Andrew Baker, have made my ordinary mark, after hearing this deed read before witnesses at the Presque Isle, this 7th day of May, A. D. 1796.

ANDREW BAKER, his × mark. [L. s.]

Signed, sealed, and delivered, in the presence of

NATHAN WILLIAMS,
SARAH WILLIAMS.

MICHIGAN TERRITORY, ss.

Know all men by these presents, that I, John Litle, of Detroit, for and in consideration of the sum of thirty dollars, money of the United States, to me in hand paid at and before the sealing of these presents, the receipt whereof I do hereby acknowledge, have assigned and made over to François Marsac, all my right, title, interest, claim, and demand of and to the within mentioned lands: to have and to hold to the said François Marsac, his heirs and assigns, forever; and the said John Litle, for myself, my heirs and assigns, forever quit claim to the within mentioned land, and every part and parcel thereof.

In witness whereof, I have hereunto set my hand, and affixed my seal, at Detroit, the thirty-first day of August, one thousand eight hundred and eight.

JOHN LITLE. [L. s.]

Sealed and delivered in presence of LAMBERT LAFOY,
JAMES ABBOTT.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 613; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to Wednesday next, at nine in the forenoon.

WEDNESDAY, February 8, 1809.

The Board met at nine in the forenoon, pursuant to adjournment.

No. 614. FRANÇOIS MARSAC.—The Board took into consideration the claim of Captain François Marsac to a tract of land, situate on Swan creek, of lake St. Clair, and the notice by him filed the thirtieth day of December last was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, December 30, 1808.

Please take notice that I claim title to a tract of land, situate, lying, and being, on Swan creek, on lake St. Clair, twelve acres in front by forty in depth, bounded in front by said creek, and on every other side by unlocated lands. I claim the above land by virtue of possession, occupancy, and improvements made by me prior to 1796, and continued to this date.

For FRANÇOIS MARSAC,

ROBERT MARSAC, his × mark.

This tract contains, and is bounded, as in the above notice.

Whereupon, Pierre Yax was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, he, the deponent, was in possession and occupancy of the premises, and continued so until he sold to François Yax, his son, from whom the claimant has purchased, who has occupied and cultivated the premises to this day: about two arpents are under cultivation; a house, stables, &c. are erected on the premises.

The claimant, in support of his claim, exhibited a deed in the words and figures following, to wit:

Eut présent le soussigné, François Yax, dans mil huit cent huit, de dix-huit Février, de vendre à François Marsac une terre dans lac St. Clair, située à la Pointe au Cotonier, une terre seize arpents de large sur quarante de profondeur, avec une vieille maison, une écurie, et douze cent perches, et joignant au sud-ouest au terre non con-

cédée, au nord-est à Pierre Yax, père, pour la somme de cinquante-sept piastres et demie, égale à la somme de trois cent quarante-cinq livres; le Sieur Yax ayant reçu le paiement en plein du Sieur Marsac, il lui garantie de tous troubles, pour lui, et si liens, et a mis le dit Sieur Marsac en possession; le Sieur François Marsac ayant reçu la possession, a dit d'être content et satisfait; le Sieur François Yax ayant reçu le paiement en plein, a dit d'être content et satisfait; et ayant déclaré ne savoir signer, a fait sa marque ordinaire en présence de témoins.

PETER YAX, *sa + marque.*

FRANÇOIS TREMBLE, *sa + marque.* } *Témoins.*

LOUIS THIBAU, *sa + marque.*

FRANÇOIS YAX, *sa x marque.*

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 614; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to Friday next, at nine in the forenoon.

FRIDAY, February 10, 1809.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to tomorrow, at 9 in the forenoon.

SATURDAY, February 11, 1809.

The Board met at nine in the forenoon, pursuant to adjournment.

The Board reconsidered the claim of J. Robertjean, (No. 229,) which was postponed on the 12th July, 1808. Whereupon, Louis Campeau, Esq. was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, in the year 1801, he, the deponent, took on the premises one thousand rails, by the permission of Louis and Antoine Petit, who said that they were authorized by Joseph Robertjean, at which time part of the premises were enclosed, and are still enclosed.—Postponed.

The Board reconsidered the claim of the heirs of the late Cecille Campeau, late wife of Jacques Loson, (No. 603,) which was postponed 21st January last.

And thereupon Louis Campeau, Esq. was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, Thomas Edwards was in possession and occupancy of the premises, and sold the same to Jacques Loson, that is to say, all his rights, titles, and claim to the same, but that Loson did not take possession until he had paid twenty-two pounds ten shillings, New York currency, for the balance due on said purchase; and that Mrs. Loson gave Edwards an order for that sum on Mr. Joseph Campeau, who paid it; and that then Loson took possession of the premises. The deponent knows of no other improvements made on the premises than those made by Edwards, who sold to Loson, excepting a small improvement made by one Joseph Comparet, who abandoned it, and that Loson took and kept possession of the whole even before the Americans came to this country. The deponent further saith that Mr. and Mrs. Loson both told him that they had sold to Mr. Joseph Campeau all their right and title to the premises now under consideration, and that Mrs. Loson said to him that she had sent for Mr. Campeau to come and take possession of the property; that the cattle and horses of Loson were delivered to the clerk of Joseph Campeau, who branded the same.

Joseph Robertjean, another witness, sworn, deposed and said, that Jean Baptiste Comparet, Sen. first improved the premises prior to Thomas Edwards taking possession of the same, and had erected the square of a house; that the land cultivated by Thomas Edwards contained about six arpents, between the land of Louis Maore and the land of Joseph Comparet; that Joseph and Francis Comparet, together with Jean Marie Comparet, had a house and a barn erected on the premises, and about twelve arpents cleared. The deponent further saith, that Thomas Edwards never was in possession of more than six arpents in front; that the Comparets lived on the premises four or five years, and had left them when he, the deponent, went to live on river Huron, about eighteen years ago. The deponent knows that Jacques Loson has been in the peaceable possession of the premises these fifteen or sixteen years; that Jacques Loson told him several times that he was in the possession of the premises as the property of his wife; that it was after their marriage that he went to live on the premises; that said Loson has always cultivated, or caused to be cultivated, the premises; and that he knows of no owner but said Loson, who has cleared and enclosed a quantity of land, has repaired the barn almost anew, and has also repaired the house; that the year John Williams lived with said Loson, on river Huron, a great deal of land was cleared by the said Williams and others.

Michael Comparet, another witness, being duly sworn, deposed and said, that he knows of Jacques Loson occupying a farm of twelve arpents in front; that the first improvements were made by his, the deponent's, father and brothers, who abandoned them; that Thomas Edwards took possession the same year of six arpents, afterwards sold the same to Jacques Loson, who then took possession of the whole twelve arpents. The deponent further saith, that, prior to his father and brothers improving the premises, it was rumored that the land belonged to the late Thomas Williams, Esq., by virtue of an Indian deed; that, about eighteen years ago, Isaac Williams sold twelve arpents to his, the deponent's, father, six of which are part of the premises under consideration; that he believes that Jacques Loson occupies the premises in his own right, and not in the right of his wife; that he, the deponent, has been informed by Mr. and Mrs. Loson that they had sold and mortgaged the premises to Joseph Campeau.—Postponed.

The Board reconsidered the claim of Joseph Campeau, (No. 604,) which was postponed the 21st January last.

Whereupon, Jean Baptiste Comparet, Jun. was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that he, the deponent, together with his father and John Flin, first improved the premises under consideration, about twenty-one years ago; that they cleared one acre and a half, enclosed it, and planted corn thereon; that they raised the square of a house up to the joist; that they, by their agent, Francis Comparet, sold their improvements to Thomas Edwards; that Joseph Comparet sold three acres adjoining the above tract of six acres to one Matt, and the other three acres were abandoned by Jean Marie Comparet; Matt rented his three acres to Jacob Thomas, who occupied the same a year or two, and left them, and then Jacques Loson came into possession; that about eighteen acres were improved, independent of the tract of Thomas Edwards. The deponent further saith, that said Loson informed the deponent that he, Loson, had purchased the twelve acres from Isaac Williams, in order to secure the same to his own children: the deponent repaired a house and a kitchen on the premises; and saith that the barn is built again almost new; the deponent never knew any other owner of the premises but the said Jacques Loson.

Jean Baptiste Nantay, another witness, being sworn, deposed and said, that, about sixteen or seventeen years ago, he, the deponent, interpreted between Thomas Edwards and Jacques Loson, when Edwards sold to Loson what right he had to the farm, which was delivered in his presence, and he, the deponent, brought down the baggage of said Edwards; that Loson gave, as part payment, a horse, and was to pay the balance in an order on Joseph Campeau. The said Loson has always occupied the said farm, for these sixteen or seventeen years, as the owner of it.

And then the Board adjourned to Tuesday next, at nine in the forenoon.

TUESDAY, February 14, 1809.

The Board met at nine o'clock in the forenoon, pursuant to adjournment.

No. 615. WILLIAM MURPHY.—The Board took into consideration the claim of William Murphy to a tract of land, situate on river Rouge; and the notice by him filed on the 3d September last was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, September 3, 1808.

Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim to a tract of land, situate on the north side of river Rouge, containing twelve acres in front by forty in depth, bounded in front by river Rouge, in rear and on both sides by unlocated lands. I claim and set up title by virtue of possession, occupancy, and improvements made by me or those from whom I derive title.

WILLIAM MURPHY, his \times mark.

Witness, ROBERT ABBOTT.

This tract contains, by estimation, four hundred and eighty acres, it being twelve acres in front by forty in depth, bounded in front by river Rouge, in rear and on both sides by unlocated lands.

Whereupon, Captain John Cissne was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, James Hobbs was in possession and occupancy of the premises, and continued so until he sold to Joseph Rigby, who sold to the claimant, (as per deed herewith.) This tract has always been cultivated, except the two last seasons, but the fences have always been kept up: an Indian cultivated part of the land from 1799 to 1805, during which time, Joseph Rigby was possessed of the same.—Postponed.

No. 616. NICHOLAS CAMPEAU.—The Board took into consideration the claim of Nicholas Campeau, as grantee of Joseph Campeau, to a tract of land, situate on river Huron; and the notice by him filed the 29th December last was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, December 29, 1808.

Take notice that I claim title to three tracts of land, (now united into one farm) situate on the river Huron, containing nine arpents in front, and extending in depth to lake St. Clair, bounded in front by river Huron, above by lands of Joseph Campeau, and below by lands of said Joseph Campeau. I claim by virtue of possession, occupancy, and improvements made by me or those from whom I derive title.

For NICHOLAS CAMPEAU,
JOS. CAMPEAU.

Whereupon, John Tucker was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st of July, 1796, Nicholas Valné was in possession of one tract, Augustine Charon of another, and Antoine Lebœuf of another, and continued so until they respectively sold to Joseph Campeau, as per their respective deeds, recorded by said Campeau with the former Commissioners of the Land Office at Detroit, in liber B. fo. 62, 65, and 68; that said Joseph Campeau continued in possession of and tenanted the premises until he sold to the claimant, (as per deed herewith) who has possessed the same to this day: about five acres are under cultivation.

The claimant, in support of his claim, exhibited a deed in the words and figures following, to wit:

Nous, Joseph et Nicholas Campeau, nous convenons des conditions cy-dessous spécifiées, savoir: que le dit Joseph Campeau vend et cède une terre de neuf arpents de front sur la hauteur qu'elle peut porter, suivant les contrâts qu'il a reçu lui-même, laquelle terre prenant par devant sur le bord de la rivière aux Hurons, bornée d'un côté à la terre venant de Jean Baptiste Comparet, et de l'autre bord, en montant, à la terre venant de Jean Baptiste Descamellier, donc actuellement appartenant à Joseph Campeau, avec tous les bâtiments, clôtures, &c. qui sont sur la ditte terre, sans rien se réserver ni retenir. Cette vente, cession, transport, et délaissement, ainsi fait pour et moyennant la somme de cent trente pounds, cours de la Nouvelle York, payable en deux années de date, savoir: soixante et cinq pounds payable le 15 de Juillet, 1808; la reste, égal à la somme de soixante et cinq pounds, le 15 de Juillet, 1809; qui sera le dernier paiement de la ditte terre: le dit vendeur a de ce moment transporté, et transporte au dit sieur acquéreur, ses dits hoirs, et ayant cause à l'avenir, tous et tels droits de propriété, noms, raisons, actions, et tous autres droits qu'il a et pouvoit avoir sur la ditte terre susvendue, circonstances, et dépendances, voulant et entendant qu'il en soit vû et mis en bonne possession et seigneurie, entendu en bon accord. Fait et passé le 1er de Juillet, 1807, donc nous avons signé et scellé en propre accord.

NICHOLAS CAMPEAU,
JOS. CAMPEAU.

ANTOINE SÉLILLE, témoin.

TERRITORY OF MICHIGAN, to wit:

Personally appeared before me, the undersigned, one of the Justices assigned to keep the peace, Joseph Campeau, the above grantor, and acknowledged the foregoing instrument of writing to be his act and deed, for the purposes therein contained.

In testimony whereof, I have hereunto set my hand, at Detroit, the 18th January, 1809.

PETER AUDRAIN, J. P. D. D.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 616; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to to-morrow, at nine in the forenoon.

WEDNESDAY, February 15, 1809.

The Board met at nine in the forenoon, pursuant to adjournment.

The Board reconsidered the claim of Abijah and Jesse Hunt, (No. 517,) which was postponed on the 17th December last.

And thereupon James Moore was brought forward as a witness in behalf of the claimants, who, being duly sworn, deposed and said, that, in the year 1798, when the deponent came to the river Raisins, there was an improvement made on the premises from five to ten acres, and enclosed, with a house and out-houses now falling into decay; that since that time to this day, he, the deponent, has cultivated the said improvements, and has kept under good fence for the claimants.—Postponed.

And then the Board adjourned to Friday next, at nine in the forenoon.

FRIDAY, February 17, 1809.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Monday next, at nine in the forenoon.

MONDAY, February 20, 1809.

The Board met at nine in the forenoon, pursuant to adjournment.

No. 617. JOHN KENZIE.—The Board took into consideration the claim of John Kenzie to a tract of land, situate at Gross Point, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 456, under the date of 23d December, 1805.

This tract contains, by estimation, six hundred acres, it being six acres in front by one hundred in depth, bounded in front by lake St. Clair, in rear by unlocated lands, southwest by lands of William Forsyth, and northeast by lands of Thomas Forsyth.

Whereupon, John Little was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, on the 1st July, 1796, William Forsyth was in possession of the premises, as a tenant of James Forsyth, who sold the same to the claimant in 1799, who, since that time, to this day has kept tenants thereon: about twenty-five acres are under cultivation.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 617; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 618. THOMAS FORSYTH.—The Board took into consideration the claim of Thomas Forsyth to a tract of land, situate at Gross Point, and the notice filed by Solomon Sibley, Esq. his attorney, the 10th December last, was read in the words and figures following, to wit:

To the Register of the United States' Land Office at Detroit.

DECEMBER 10, 1808.

SIR:

Notice is hereby given, that Thomas Forsyth makes entry and claim with the Commissioners of the Land Office at Detroit, to have and hold to himself, his heirs and assigns, a certain farm, or tract of land, within the district of Detroit and territory of Michigan, upon the lake St. Clair, of six acres in front by one hundred acres in depth, making six hundred acres, more or less, bounded in front by lake St. Clair, in rear by vacant lands, on the upper side by other lands, or farms, of claimant, on the lower side by a tract of land, or farm, of John Kenzie: sets up title and claim under deed of conveyance of William Forsyth, his late father, deceased, of the 20th day of December, 1794; likewise sets up title and claim by virtue of long, peaceable, and continued occupancy, possession, and improvements had, made, and done, by himself, and those under whom he claims and derives title.

For THOMAS FORSYTH,

SOL. SIBLEY, Attorney and Agent.

This tract contains, by estimation, six hundred acres, it being six acres in front by one hundred in depth, bounded in front by lake St. Clair, in rear by unlocated lands, on the upper side by lands of the claimant, and on the lower side by lands of John Kenzie.

Whereupon, Simon Yax was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, William Forsyth cultivated the premises as tenant to the claimant, since which time the claimant has caused the premises to be cultivated every year to this day; about eighteen or twenty acres are under cultivation.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 618; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 619. THOMAS FORSYTH.—The Board took into consideration the claim of Thomas Forsyth to a tract of land, situate at Gross Point, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 451, under the date of 23d December, 1805.

This tract contains, by estimation, three hundred and sixty-six and two-thirds arpents, it being three arpents and two-thirds of an arpent in front by one hundred arpents in depth, bounded in front by lake St. Clair, in rear by unlocated lands, above by lands of Robert Forsyth, and below by lands of the claimant.

Whereupon, Simon Yax was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, Pierre Mayet was living on the premises, as tenant of the heirs of the late William Forsyth, deceased; that, from that time to four or five years ago, the premises have always been occupied by tenants, and that for these four or five years the premises have remained idle.

The said Thomas Forsyth claims by virtue of a deed of partition recorded with the former Commissioners of the Land Office at Detroit, in vol. 1, page 150.—Postponed.

No. 620. ROBERT FORSYTH.—The Board took into consideration the claim of Robert Forsyth, as grantee of James Forsyth, to a tract of land, situate at Gross Point, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 449, under the date of 23d December, 1805, recorded in liber E, page 146.

This tract contains, by estimation, three hundred and sixty-six and two-thirds arpents, it being three and two-thirds arpents in front by one hundred in depth, bounded in front by lake St. Clair, in rear by unlocated lands, above by lands of the claimant, and below by lands of Thomas Forsyth.

Whereupon, Pierre Michel Yax was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, Jacob Baker was living on the premises, and did continue until he died; since which time his widow has occupied the premises, until about two years ago, and from that time her children have cultivated the premises.

John Little, another witness, being sworn, deposed and said, that he has several times heard Jacob Baker say that the premises were the property of the claimant, and that he was living on the same as a tenant.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 620; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 621. ROBERT FORSYTH.—The Board took into consideration the claim of Robert Forsyth to a tract of land, situate at Gross Point, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 449, under the date of 23d December, 1805.

This tract contains, by estimation, three hundred and sixty-six and two-thirds arpents, it being three and two-thirds arpents in front by one hundred in depth, bounded in front by lake St. Clair, in rear by unlocated lands, above by lands of Jean Baptiste Chovin, and below by lands of the claimant.

Whereupon, Pierre Michel Yax was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, Pierre Mayet was living on the premises, and continued so until he died; since which time, his wife and family have lived on the premises.

Joseph Springfield, another witness, being sworn, deposed and said, that Pierre Mayet was a tenant, and paid rent to the claimant.—Postponed.

The Board reconsidered the claim of John Little, (No. 138,) which was postponed on the 13th June last.

Whereupon, Elijah Howell was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that the claimant has to his knowledge cultivated the premises these eight or nine years past.

And thereupon it doth appear to the commissioners that the claimant is entitled to the before described tract of land, and that he have a certificate thereof, which certificate shall be No. 128; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to Wednesday next, at nine in the forenoon.

WEDNESDAY, February 22, 1809.

The Board met at nine in the forenoon, pursuant to adjournment.

The Board reconsidered the claim of François Dupré, (No. 342,) which was postponed on the 9th day of November last.

Whereupon, George Meldrum was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, about twelve years ago, the claimant built a house, and cleared six or seven acres of land, which was under fence.—Postponed.

And then the Board adjourned to Friday next, at nine in the forenoon.

FRIDAY, February 24, 1809.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Monday next, at nine in the forenoon.

MONDAY, February 27, 1809.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Wednesday next, at nine in the forenoon.

REUBEN ATTWATER,
PETER AUDRAIN,
JAMES ABBOTT.

No. 17.

Transcript of the minutes of the proceedings of the Land Office at Detroit, commencing the 1st day of March, and ending 28th of April, 1809, both days inclusive.

WEDNESDAY, March 1, 1809.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Friday next, at nine in the forenoon.

FRIDAY, March 3, 1809.

The Board met at nine in the forenoon, pursuant to adjournment.

No. 622. J. B. FONTAINE.—The Board took into consideration the claim of Jean Batiste Fontaine to a tract of land, situate on river aux Sables, and the notice by him filed on 31st December, 1808, was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

Take notice that I claim title to a tract of land, situate on river aux Sables, containing two arpents in front, to extend to a piece of land claimed by Antoine Nadault, east by René Lebeau, and west by Martin Nadault. I claim by virtue of possession, occupancy, and improvements made by me or those from whom I derive title.

BAPTISTE FONTAINE, his \times mark.

Witness, PETER AUDRAIN.

This tract contains, by estimation, ——— arpents in front, extending in depth to a piece of land claimed by Antoine Nadault, on the east side by lands of René Lebeau, and on the west by lands of Martin Nadault.

Whereupon, Joseph Menard was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, Joseph Porlier Benac was in possession and occupancy of the premises, and continued so until he sold to Joseph Guy, who possessed and occupied the same until he sold to him, the deponent, who caused the same to be cultivated until he sold to the claimant, who has occupied and cultivated the premises to this day.

The claimant, in support of his claim, exhibited a deed and transfer in the words and figures following, to wit:

L'an mil huit cent, le deuxième jour de Décembre, moy, Joseph Porlier Benac, et présence de témoins, demeurant à la rivière aux Raisins, territoire des Etats Unis, comté de Wayne, nord-ouest de la rivière Ohio, reconnois et confesse par ces présentes avoir abandonné et cédé, quitté et transporté, dès maintenant et pour toujours, au nommé Joseph Guy, acceptant, ses heirs, et ayant cause, une portion de terre de deux arpents de front sur le bord de la rivière aux Sables, au sud de la ditte rivière, tenant à l'est au Sieur René Lebeau, et à l'ouest au Sieur Henry Martin Nadault, avec la profondeur qui peut se trouver à aboutir à une portion de terre, que j'ai vendue au Sieur Antoine Nadault, sans en rien retenir ny réserver, tant en prairie qu'en bois de bout, tel quelle se poursuit et comporte, dont le dit acceptant est content et satisfait pour l'avoir vu et pris possession, et ce pour un abandon que le dit Joseph Guy lui a fait d'un heritage qu'il a en Canada, à la prairie de la Madline, dont il le charge de procuration pour retenir les dits fonds, meubles ou immeubles, qu'il peut se trouver et en prendre possession, pour par lui en jouir et disposer, ses heirs, et ayant cause à l'avenir, sans aucun empêchement de ma part, ny des miens; c'est à cette considération que le dit Sieur Porlier Benac s'est démanté dessaisi, dès maintenant et pour toujours, pour par le dit Joseph Guy jouir et cultiver à son gré, comme est dit cy-dessus, lui garantissant de tout trouble, surtout de la part des sauvages, de qu'il a acheté la ditte terre; tel sont convenies les parties de bonne foy pour avoir toute la force que si le dit acte étoit passé par devant un notaire: ainsi ont signé les parties après lecture faite, le jour et an que dessus, et ont apposé leurs cachets, présence de témoins.

J. PORLIER BENAC, [L. s.]

JOSEPH GUY, sa \times marque. [L. s.]

PIERRE THIBAUDAULT, } Témoins.
ANDRE JOURDAIN, }

First Transfer.—Moy, Joseph Guy, présence de témoins, transporte au Sieur Joseph Menard la portion de terre portée au dit contrat pour valeur reçue comptant; c'est pourquoy je m'en suis démanté dessaisi, dès maintenant et pour toujours, pour par le dit Menard enjouir et disposer à son gré, et ses heirs, et ayant cause. Fait à la rivière aux Raisins, le 12eme Février, 1801.

JOSEPH GUY, sa \times marque.

PIERRE THIBAUDAULT, } Témoins.
ANDRE JOURDAIN, }

Second Transfer.—Le second Décembre, mil huit cent huit, moi, Joseph Menard, présence de témoins, transporte, dès maintenant et à toujours, tous les droits de propriété que j'ai et pourrais avoir sur la terre mentionnée dans le contrat, au Sieur Jean Batiste Fontaine, à ce présent acceptant, pour lui, ses heirs, et ayant cause à l'avenir, à la rivière aux Raisins, le jour et an susdit.

JOSEPH MENARD, sa \times marque.

J. B. COUTURE, témoin.

C. F. GIRARDIN, Not. Pub.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 622; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to Monday next, at nine in the forenoon.

MONDAY, March 6, 1809.

The Board met at nine in the forenoon, pursuant to adjournment.

The Board reconsidered the claim of William Murphy, (No. 615,) which was postponed the 14th February last. Whereupon, Felix Metté was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that the Indian who worked the land several years told him that he knew that the land belonged to a white man, but could not tell the name; the deponent further saith that the claimant worked on the premises last year, and that some part of the fences are still kept up.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 615; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

The Board reconsidered the claim of François Dupré, (No. 342,) which was postponed on the 22d February last. Whereupon, Joseph Robertjean was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, three years ago, he, the deponent, had made an agreement with the claimant to build a house for him on the premises; that he went for that purpose, but was prevented by an Indian, who would not suffer him to erect a house: the deponent further saith that he knows that the claimant had built a house and a shop about ten years ago, which have been destroyed by fire; that he, the deponent, was employed by the claimant to go and save the hides that were in the vats, and to deliver them to the owners.—Postponed.

No. 623. THE LEGAL HEIRS OF JAMES ABBOTT, Esq. deceased.—The Board took into consideration the claim of the legal heirs of the late James Abbott, Esq. deceased, to a tract of land, situate on lake St. Clair; and the notice filed the 24th December last by James Abbott, Esq. executor to the estate of the said James Abbott, deceased, was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR: DRETROIT, December 22, 1808.

Please take notice that we enter with the Commissioners of the Land Office at Detroit our claim to a tract of land in the district of Detroit, situate, lying, and being on the northwest side of lake St. Clair, containing, by estimation, six hundred and forty acres, it being twenty acres in front by thirty-two in depth, bounded in front by said lake, in rear and on the upper or north side by unlocated lands, and on the south by lands claimed by Gaget Tremblé. We claim title by virtue of possession, occupancy, and improvements made thereon, previous to the year 1796, by us or by those from whom we derive title, and continued to this date.

For the heirs of the late JAMES ABBOTT, deceased,

JAMES ABBOTT, *Executor to the said estate.*

This tract contains, by estimation, six hundred and forty acres, it being twenty acres in front by thirty-two in depth, bounded in front by lake St. Clair, in rear and on the upper side by unlocated lands, and on the south by lands claimed by Gaget Tremblé.

Whereupon, Gaget Tremblé was brought forward as a witness in behalf of the claimants, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, Laurent Griffard was cultivating the premises, as a tenant to the late James Abbott, Esq. deceased; that Antoine Larabell succeeded to Laurent Griffard, also as a tenant; and that, about seven years ago, he, the deponent, began to cultivate the premises as tenant to the claimants, and has continued so to this day.

And thereupon it doth appear to the commissioners that the claimants are entitled to the above described tract of land, and that they have a certificate thereof, which certificate shall be No. 623; and that they cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 624. GAGET TREMBLE.—The Board took into consideration the claim of Gaget Tremblé to a tract of land, situate on the northeast side of lake St. Clair; and the notice by him filed on the 26th August last was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR: DRETROIT, August 26, 1808.

Please take notice that I claim title to a tract of land in the district of Detroit, situate, lying, and being on the northeast side of lake St. Clair, containing, by estimation, six hundred arpents, it being fifteen arpents in front by forty in depth, bounded in front by said lake, and in rear by unlocated lands, on the southwest by lands claimed by Joseph Campeau, and on the north by the river commonly called Milk river. I claim title by virtue of possession, occupancy, and improvements made by me or by those from whom I derive title, previous to the 1st day of July, 1796, and continued to this day.

Witness, LAMBERT LAFOT.

GAGET TREMBLE, his × mark.

This tract contains, and is bounded, as in the foregoing notice.

Whereupon, Pierre Duchene was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, one Maison and Antoine Larabell, were in possession and occupancy of the premises, and continued so until they respectively sold to the claimant, who has possessed and cultivated the same to this day; about six hundred arpents are enclosed, and more than two hundred arpents are under cultivation; a dwelling house and two barns are erected on the premises.

The claimant, in support of his claim, produced two deeds, in the words and figures following, to wit:

DRETROIT, *Comté de Wayne:*

Par devant le notaire public pour le comté de Wayne, résidant au Detroit, fut présent le nommé Antoine Larabell, demeurant dans le côté du nord-est de la paroisse Ste. Anne, du dit comté, lequel reconnoit par ces présentes avoir vendu, cédé, quitté, transporté, et délaissé, des maintenant et à toujours, avec garantie de toutes dettes, hypothèques, évictions, aliénations, et autre empêchement généralement quelconque, au Sieur Gaetan Tremblé, aussi demeurant dans le dit côté, à ce présent acceptant acquéreur, pour lui, ses heirs, et ayant cause à l'avenir, un terrain en pointe, à prendre par devant au lac St. Clair, et par derrière bornée par la rivière à Guignolet, contenant trois arpents et trois perches de large, environ à l'ouest de la ditte rivière, tenant du côté d'en bas à Thomas Tremblé, tel et ainsi que le dit terrain en pointe se poursuit et comporte de toutes parts, circonstances, et dépendances, que le dit acquéreur dit bien connaître, et dont il est content et satisfait.

Cette vente, cession, transport, et délaissement, ainsi fait pour et moyennant la quantité de trente-cinq minots de bled froment, et trente-quatre shillings, en argent, que le dit vendeur reconnoit avoir reçu avant la passation des présentes, dont il tient quitte et décharge le dit acquéreur, et tous autres.

Et au moyen de ce, le dit vendeur a transporté et transporte au dit acquéreur, ses dits heirs, et ayant cause à l'avenir, tous et tels droits de propriété, noms, raisons, actions, et tous autres droits, qu'il a et pouvait avoir sur le dit terrain, pour qu'il en soit mis en bonne possession et seigneurie, par qui et ainsi qu'il appartiendra en vertu des dittes présentes; le dit vendeur s'en démettant et dévetissant au profit du dit acquéreur, pour qu'il en jouisse et dispose à l'avenir, comme bon lui semblera. Car ainsi sont convenues les parties de bonne foy, promettant, &c. obligeant, &c. renonçant, &c.

Fait et passé au Detroit, en l'étude du dit notaire, le quatre de Février, l'an mil huit cent un. Les parties ayant déclaré ne savoir signer de cet enquis, ont fait leurs marques ordinaires, et scellé après lecture faite.

ANTOINE LARABELLE, sa × marque. [L. s.]

GAETAN TREMBLE, sa × marque. [L. s.]

En présence de JEAN BAPTISTE BOUAT, sa × marque.

JOSEPH BESEAU, fils.

FRS. DX. BELLCOUR, *Notaire Public.*

DRETROIT, *Comté de Wayne:*

Par devant le notaire public pour le comté de Wayne, résidant au Detroit, fut présent le nommé Louis Maison, habitant, demeurant à la pointe nommée à Guignolet, dans le côté du nord-est de cette paroisse de Ste. Anne, lequel

reconnoit par ces présentes avoir vendu, cédé, quitté, transporté, et délaissé, dès maintenant et à toujours, avec garantie de toutes dettes, hypothèques, évictions, et aliénations, quelconques au Sieur Gaetan Tremblé, à ce présent et acceptant acquéreur, pour lui, ses heirs, et ayant cause à l'avenir, une terre de trois arpents de front sur la profondeur des autres terres voisines, sise à la ditte Pointe à Guignolet, prenant par devant au lac St. Clair, bornée d'un côté à François Duchene, et de l'autre côté au dit acquéreur, tel et ainsi que la ditte terre se poursuit et comporte de toutes parts, circonstances, et dépendances, que le dit acquéreur dit bien connoître, dont il est content et satisfait.

Cette vente, cession, transport, et délaissement, ainsi fait pour et moyennant le prix et somme de quatre vingt quatre pounds, cours de la Nouvelle York, laquelle somme le dit Louis Maison reconnoit avoir reçu avant la passation des présentes, dont il déclare être satisfait, en tient quitte et décharge le dit acquéreur, et tous autres. Et au moyen de ce, il lui a transporté, et transporte tous et tels droits de propriété, noms, raisons, actions, et tous autres droits qu'il a et pouvait avoir sur la ditte terre, s'en démettant et dévêtissant à son profit, pour qu'il en jouisse et dispose à l'avenir, comme bon lui semblera, en vertu des présentes. Car ainsi, &c. promettant, &c. obligeant, &c.

Fait et passé au dit Detroit, le huit Juin, l'an mil huit cent un, et ont signé et scellé après lecture faite.

Présence de JEAN BAPTISTE BOUET,
JOSEPH BEZEAU, fils.

LOUIS MAISON, sa \times marque. [L. s.]
GAETAN TREMBLE, sa \times marque. [L. s.]

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 624; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

NO. 625. PIERRE DUCHENE.—The Board took into consideration the claim of Pierre Duchene to a tract of land, situate on the southwest side of L'ance creuse, and the notice by him filed the 30th December last was read in the words and figures following, to wit:

To PETER AUDRAIN, Esq. Register of the United States' Land Office at Detroit.

SIR:

DETROIT, December 30, 1808.

Please take notice that I now enter with the Commissioners of the Land Office at Detroit my claim to a certain tract of land, situate, lying, and being above the Long Meadow, on the southwest side of L'ance creuse, being four arpents in breadth and eighty arpents in length, bounded on the northeast side by lands formerly occupied by Jacques Allard, fils, and on the southwest side by the Long Meadow, in front by lake St. Clair, and in rear by unlocated lands. I claim and set up title to the above described tract of land, by virtue of occupancy, and improvements made by me or those from whom I derive title previous to the 1st July, 1796.

PIERRE DUCHENE, his \times mark.

Witness, JOSEPH WATSON.

This tract contains, and is bounded, as in the above notice.

Whereupon, Gaet Tremblé was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that previous to the 1st July, 1796, the claimant was in possession and occupancy of the premises, and has continued so to this day: about four arpents are cultivated and enclosed: there was a house erected on the premises, which has been destroyed by fire.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 625; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to to-morrow, at nine in the forenoon.

TUESDAY, March 7, 1809.

The Board met at nine o'clock in the forenoon, pursuant to adjournment.

The Board re-considered the claim of Francis Dupré, (No. 342,) which was postponed yesterday.

Whereupon, Gaet Marsac was brought forward as a witness, who, being duly sworn, deposed and said, that he has always considered the claimant as the owner of the premises; that, about two years ago, he made a verbal bargain with the claimant, for the purchase of the said tract now claimed, subject to the decision of the Commissioners of the Land Office; and that he has lived on it from that time to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 342; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

NO. 626. CHRISTIAN CLEMENS, Esq.—The Board took into consideration the claim of Christian Clemens, Esq. to a tract of land, situate on the northerly side of river Huron, which was entered with former Commissioners of the Land Office at Detroit, in vol. 1, page 310, under the date of 30th November, 1805.

This tract contains, by estimation, about two hundred and eighty arpents, it being about seven arpents in front, more or less, by forty in depth, bounded in front by river Huron, in rear by unlocated lands, on one side by lands claimed by John Askin, Jun., and on the other side by lands of the claimant.

Whereupon, Jean Batiste Comparet, Jun. was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, John Askin, Jun. was in possession and caused the premises to be cultivated, and continued so until about seven years ago, when he sold to the claimant, who has cultivated the same every year to this day.

Joseph Robertjean, another witness, being duly sworn, deposed and said, that the claimant has caused the premises to be cultivated every year for these seven years past.—Postponed.

The Board reconsidered the claim of Joseph Robertjean, (No. 229,) which was postponed on the 11th of February last.

And thereupon it doth appear to the Commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 229; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to to-morrow, at nine in the forenoon.

WEDNESDAY, March 8, 1809.

The Board met at nine in the forenoon, pursuant to adjournment.

NO. 627. PIERRE YAX.—The Board took into consideration the claim of Pierre Yax to a tract of land, situate on lake St. Clair; and the notice by him filed the 30th December last was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, December 30, 1808.

Take notice that I claim title to a tract of land, situate on lake St. Clair, containing four hundred and eighty arpents, it being twelve arpents in front by forty in depth, bounded in front by lake St. Clair, in rear by unlocated lands, south by François Marsac, and north by unlocated lands. I claim by virtue of possession, occupancy, and improvements made by me previous to the 1st July, 1796.

For PIERRE YAX,
JOHN YAX, his \times mark.

This tract contains, and is bounded, as in the above notice.

Whereupon, Louis Champagne was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, on the 1st of July, 1796, the claimant possessed and cultivated the premises, and has continued so every year down to this day: about five acres are under cultivation and enclosed.—Postponed.

And then the Board adjourned to Friday next, at nine in the forenoon.

FRIDAY, March 10, 1809.

The Board met, at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Monday next, at nine o'clock in the forenoon.

MONDAY, March 13, 1809.

The Board met at nine o'clock in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Wednesday, at nine o'clock in the forenoon.

WEDNESDAY, March 15, 1809.

The Board met at nine o'clock in the forenoon, pursuant to adjournment.

The Board reconsidered the claim of Robert Forsyth, (No. 621,) which was postponed on the 20th February last.

Whereupon, William Forsyth was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that the late Pierre Mayet went and lived on the premises in the year 1795, with the permission of the deponent, (then agent for the estate of his late father,) and on the condition that he, the said Pierre Mayet, should pay a yearly rent of one bushel of grain, and should peaceably leave the premises when required; that one Caderet, who was then a hired man for the estate, worked with said Mayet, in erecting a cabin. The deponent further says, that, previous to 1795, the said Mayet lived on another tract of land, (now belonging to Thomas Forsyth,) and remained thereon five or six years, and quitted it peaceably when he was ordered so to do.—Postponed.

And then the Board adjourned to Friday next, at nine in the forenoon.

FRIDAY, March 17, 1809.

The Board met at nine in the forenoon, pursuant to adjournment.

NO. 628. MARGARET CONNER, FOR HERSELF AND HER CHILDREN.—The Board took into consideration the claim of Margaret Conner, (widow of Richard Conner, deceased,) for herself and her children, to a tract of land, situate on the south side of river Huron; and the notice by her filed on the 30th December last was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, December 29, 1808.

Please take notice that I claim title to a tract of land in the district of Detroit, situate, lying, and being on the south side of river Huron, about one mile from the banks of said river, containing, by estimation, six hundred and forty acres, it being sixteen acres in front by forty in depth, bounded in front by a small creek, generally known by the name of *Big Run*, and in rear by unlocated lands, on the east by lands belonging to the estate of the late Richard Conner, and on the west by unlocated lands. I claim title by virtue of possession, occupancy, and improvements made by me previous to 1796, and continued to this date.

FOR MARGARET CONNER,

JAMES CONNER.

This tract contains, and is bounded, as in the above notice.

Whereupon, Pierre Laperle was brought forward as a witness in behalf of the claimants, who, being duly sworn, deposed and said, that, several years previous to 1796, the late Richard Conner, deceased, was in possession and cultivated the premises, and caused the same to be cultivated every year until he died, since which time the claimant has caused the premises to be cultivated every year until last year; that about ten arpents were under cultivation and enclosed, but the deponent has not seen the premises since last year; there was a house erected thereon.

And thereupon it doth appear to the commissioners that the claimant and her children are entitled to the above described tract of land, and that they have a certificate thereof, which certificate shall be No. 628; and that they cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

NO. 629. CHRISTIAN CLEMENS, Esq.—The Board took into consideration the claim of Christian Clemens, Esq. to a tract of land, situate on river Rouge, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 441, under the date of 23d December, 1805.

This tract contains, by estimation, two hundred and forty acres, it being six acres in front by forty in depth, bounded in front by river Rouge, in rear by unlocated lands, on the upper side by lands now claimed by George Hoffman, Esq., and on the other side by lands claimed by John Dicks.

Whereupon, John Shaw was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, in the year 1795, André Bertheaume cultivated the premises; and that, in 1766, the said Bertheaume told the deponent that he had sold the premises to the claimant.

And then the Board adjourned to Monday next, at nine in the forenoon.

MONDAY, March 20, 1809.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Wednesday next, at nine in the forenoon.

WEDNESDAY, March 22, 1809.

The Board met at nine in the forenoon, pursuant to adjournment.

NO. 630. BATISTE SOCIER.—The Board took into consideration the claim of Batiste Socier to a tract of land, situate on lake St. Clair; and the notice by him filed on the 31st December last was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, December 31, 1808.

Take notice that I claim title to a tract of land, situate at L'ance creuse, on lake St. Clair, containing six arpents in front by forty in depth, bounded in front by lake St. Clair, in rear by unlocated lands, above by lands of Nicholas Patenaude, and below by unlocated lands. I claim by virtue of possession, occupancy, and improvements made by me or those from whom I derive title.

BATISTE SOCIER, his x mark.

Witness, PETER AUDRAIN.

This tract contains, by estimation, two hundred and forty arpents, it being six arpents in front by forty in depth, bounded in front by lake St. Clair, in rear by unlocated lands, above by lands of Nicholas Patenaude, and below by vacant lands.

Whereupon, François Ambroise Tremblé was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, Joseph Garand was in possession, and was improving the premises, but doth not know whether he cultivated the premises every year; Garand told him that he sold this tract to the claimant.

Simon Yax, another witness, being sworn, deposed and said, that Garand was in possession, and cultivated the premises some years before he sold to the claimant, and that the claimant has cultivated the premises since he bought them.—Postponed.

NO. 631. FRANÇOIS AMBROISE TREMBLE.—The Board took into consideration the claim of François Ambroise Tremblé to a tract of land, situate on lake St. Clair; and the notice by him filed 31st December last was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, December 31, 1808.

Take notice that I claim title to a tract of land, situate at La Pointe à Guinole, on lake St. Clair, containing three arpents in front by forty in depth, bounded in front by lake St. Clair, in rear by unlocated lands, above by lands of Benjamin Marsac, and below by lands of François Forton. I claim by virtue of possession, occupancy, and improvements made by me or those from whom I derive title.

FRANCOIS TREMBLE, his × mark.

Witness, PETER AUDRAIN.

This tract contains, by estimation, one hundred and twenty arpents, it being three arpents in front by forty in depth, bounded in front by lake St. Clair, in rear by unlocated lands, above by lands of Benjamin Marsac, and below by lands of François Forton.

Whereupon, Simon Yax was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the claimant was in possession and occupancy of the premises, and has continued without interruption to this day. A house and barn are erected on the premises.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 631; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

The Board reconsidered the claim of François Deroché, (No. 543,) which was postponed on the 21st December last.

And thereupon it doth appear to the commissioners that the claimant is entitled to the before described tract of land, and that he have a certificate thereof, which certificate shall be No. 543; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 632. FRANCOIS DENOYER.—The Board took into consideration the claim of François Denoyer to a tract of land, situate on river aux Sables; and the notice filed the 26th December last was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, December 26, 1808.

Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim to a tract of land on river aux Sables, containing three arpents in front by twenty-five in depth, bounded in front by river aux Sables, in rear by the farms of river Raisins, on one side by widow Gaillard, and on the other by unlocated lands. I claim by virtue of possession, occupancy, and improvements made by me or those from whom I derive title.

For FRANCOIS DENOYER, GABRIEL GODFROY.

This tract contains, and is bounded, as in the notice.

Whereupon, Joseph Porlier Benac was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, Louis Bourdeaux was in possession and occupancy of the premises, and continued so until he sold to Couture, and Thibaudeau, who sold to the claimant. A house and barn are erected on the premises, and about twenty-five arpents are under cultivation.

The claimant, in support of his claim, exhibited two deeds in the words and figures following, to wit:

COMTE DE WAYNE, *District de Sargent:*

Novembre 9, 1800.

Par devant les témoins soussignés fut présent Louis Bourdeaux, lequel a par ces présentes reconnu et confessé avoir vendu, cédé, quitté, et transporté, dès maintenant et à toujours, avec garantie de toutes dettes, hypothèques, évictions, aliénations, généralement quelconques, aux Sieurs Jean Baptiste Couture et Pierre Thibaudeau, de la rivière aux Raisins, à ces présentes et acceptants acquéreurs, pour eux, leurs hoirs, et ayant cause à l'avenir, une terre de trois arpents de front, sur vingt-cinq arpents de profondeur, et plus s'ils sy trouvent, située au sud de la rivière aux Sables, à aboutir aux terres de la rivière aux Raisins, tenant à l'est au Sieur Louis Gaillard, et à l'ouest aux terres non occupées; laquelle ditte terre lui appartient bien légitimement pour l'avoir acquis du Sieur Joseph Porlier Benac, par contrat, passé par devant maître François Derruiseaux Belcour, le 22ème de Septembre, 1800; lequel contrat porte quittance, et est cy joint; cette ditte terre, telle qu'elle se poursuit et comporte, les dits acquéreurs disent bien connoître pour l'avoir vu et visité, et disent en être content et satisfait.

Cette vente, cession, et délaissement, ainsi fait pour et moyennant la somme de trente pounds, cours de la Nouvelle York, que le dit vendeur reconnoît avoir reçu avant la passation des présentes et donne quittance; en considération de quoy, le dit Louis Bourdeaux s'en dénantit, dessaisit, dès maintenant et à toujours, pour par les dits acquéreurs jouir et cultiver à leur gré, eux, leurs hoirs, et ayant cause à l'avenir, leur garantissant, comme est dit, et de ses propres faits, qu'il a et pouvait avoir sur la ditte terre, s'en démantant et dévêtissant à leur profit. Car ainsi sont convenu les parties. Le dit Bourdeaux a déclaré ne savoir ny écrire ny signer, et a fait sa marque ordinaire, après lecture faite.

LOUIS BOURDEAUX, sa × marque. [L. s.]

JOS. NEUVILLE,
JEAN BATISTE LASSELLE,
PIERRE THIBAudeau,
BATISTE COUTURE, } Témoins.

FRANCOIS NAVARRE J. P.

L'an mil huit cent un, le vingt de Mars, ont comparu les Sieurs Jean Baptiste Couture et Pierre Thibaudeau, résidant à la rivière aux Raisins, comté de Wayne, nord-ouest de la rivière Ohio, territoire des Etats Unis, lesquels ont par ces présentes, présence de témoins, reconnu et confessé avoir vendu, cédé, quitté, et transporté, dès maintenant et pour toujours, au nommé François Denoyer, acquéreur, une portion de terre, sise et située au sud de la rivière aux Sables, de trois arpents de terre de front, sur vingt-cinq et plus s'il sy trouve en profondeur, tenant à l'est au nommé Louis Gaillard, et à l'ouest aux terres non occupées, à aboutir aux terres de la rivière aux Raisins, tel qu'elle se poursuit et comporte sans en rien retenir ny réserver; avec maison, grange, et autres bâtimens, et clôtures, telle qu'elle se présente, dont le dit acquéreur dit bien connoître et prendre possession, quand bon lui semblera; les dits vendeurs l'ayant acquis du nommé Louis Bourdeaux, l'ayant acquis du Sieur Porlier Benac, par contrat aussi passé devant notaire, et délivré au dit acquéreur.

Cette vente, transport, et délaissement, ainsi fait pour et moyennant la somme de cent pounds, cours de la Nouvelle York, payable par le Sieur Gabriel Godfroy, suivant son mandate, en date du vingt Mars, de la présente année; c'est à cette considération que nous nous sommes démanté, dès maintenant et pour toujours, pour par le dit acquéreur jouir ou faire jouir, pour lui, ses hoirs, et ayant cause, lui garantissant de tous troubles, dettes, hypothèques, généralement quelconques, à peine de tous dépens, dommages, et intérêts, tel sont convenu les parties de bonne foy, et ont signé. Et le dit acquéreur ayant déclaré ne savoir signer, a fait sa marque ordinaire, en présence de témoins, se sont réservé les dits vendeurs le bled qu'ils ont dans la grange, avec les droits de le faire battre et enlever, ainsi que tous les animaux qu'ils ont donné à ferme au nommé La Becasse, ainsi ont signé.

PIERRE THIBAudeau. [L. s.]
BATISTE COUTURE. [L. s.]
FRANCOIS DENOYER, sa × marque. [L. s.]

JOS. PORLIER BENAC, *Témoin.*

TERRITOIRE DES ETATS UNIS, Nord-ouest de la Rivière Ohio:

Personnellement ont comparu devant moy, George McDougall, un des Juges de la cour des plaidoyers commun, pour le dit comté, Pierre Thibaudaux et Batiste Couture, d'un part, qui ont confessé d'avoir signé, cacheté, et délivré le contrat cy-dessus, à François Denoyer, de l'autre, lesquels ont avoué de plus que les dix-huit mots interlinés, et écrit dans la marge de l'autre part, ont été ajoutés avant leurs signatures faites, et doivent être considérés comme bon et valable. C'est pourquoy le tout, comme dit est, sont l'intention des dites parties, et comme telle peuvent être enregistrés. En foy de quoy, j'ai signé le présent, à la rivière aux Raisins, le 25ème Mars, A. D. 1801.

GEO. McDOUGALL, *J. C. C. P. Wayne.*

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 632; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

The Board reconsidered the claim of Robert Forsyth, (No. 621,) which was postponed on the 20th February last, and 15th March instant.

The commissioners, having taken up this claim, and examined the evidence produced in support thereof, are of opinion that the claimant is entitled to be confirmed therein; but forasmuch as the same tract of land was, by decision of this Board, on the 27th day of January last past, confirmed to the widow and heirs of the late Pierre Mayet, deceased, upon evidence introduced on behalf of said heirs, we decide that the said claim be postponed, and no certificate issue to the said Robert Forsyth for the present, and that the said two cases be referred to the Secretary of the Treasury for his decision, to whom the patent ought to issue; the said commissioners not considering themselves authorized to revoke the decision made in favor of said Mayet's heirs, or to grant two certificates for the same tract of land.

And then the Board adjourned to Friday next, at nine in the forenoon.

FRIDAY, March 24, 1809.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Monday next, at nine in the forenoon.

MONDAY, March 27, 1809.

The Board met at nine in the forenoon, pursuant to adjournment.

The Board reconsidered the claim of Christian Clemens, (No. 629,) which was postponed on the 17th instant.

Whereupon, Abraham Eversouls was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, about nine years ago, the claimant had tenants on this tract, and that he, the deponent, has worked as a laborer on said tract often for the claimant; and the deponent knows that the claimant has had people working on the premises within one year. There are about fifteen or twenty acres under cultivation, and a small house erected on the premises.—Postponed.

And then the Board adjourned to Wednesday next, at nine in the forenoon.

WEDNESDAY, March 29, 1809.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, the Board adjourned to Friday next, at nine in the forenoon.

FRIDAY, March 31, 1809.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Monday next, at nine in the forenoon.

MONDAY, April 3, 1809.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Wednesday next, at nine in the forenoon.

WEDNESDAY, April 5, 1809.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, the Board adjourned to Friday next, at nine in the forenoon.

FRIDAY, April 7, 1809.

The Board met at nine in the forenoon, pursuant to adjournment.

The Board reconsidered the claim of Abijah and Jesse Hunt, (No. 517,) which was postponed the 15th December last.

And thereupon it doth appear to the commissioners that the claimants are entitled to the above described tract of land, (not to exceed in the whole six hundred and forty acres,) and that they have a certificate thereof, which certificate shall be No. 517; and that they cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

The Board reconsidered the claim of Abijah and Jesse Hunt, (No. 518,) which was postponed the 15th December last.

And thereupon it doth appear to the commissioners that the claimants are entitled to the above described tract of land, (not to exceed six hundred and forty acres in the whole,) and that they have a certificate thereof, which certificate shall be No. 518; and that they cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

The Board reconsidered the claim of Samuel Ewings, (No. 578,) which was postponed on the 28th December last.

The claimant, in support of his claim, produced two deeds in the words and figures following, to wit:

For and in consideration of the sum of one hundred pounds, New York currency, which we do acknowledge to have received from Alexander Ewings, by note of hand, payable in two years from this date, we have bargained, sold, and delivered unto the said Alexander Ewings, his heirs and assigns, forever, all our right, title, and interest to a certain house, and other out-houses, at fort Miami, at present rented and occupied by Mr. John Anderson, to be taken possession of by him as soon as the said John Anderson shall quit the said premises, who is, in our name, to deliver up the same to him, the said Alexander Ewings.

In witness whereof, we have hereunto set our hands and seals, at Amherstburgh, province of Upper Canada, this 10th day of September, in the year 1802.

DUFF & LEITH. [L. s.]

Signed, sealed, and delivered, in presence of

JOHN ANDERSON.

Know all men by these presents, that I, Alexander Ewings, of the district of Erie, and territory of Michigan, for and in consideration of four hundred dollars, to me in hand paid by Samuel Ewings, the receipt whereof I do hereby acknowledge, have granted, bargained, sold, conveyed, released, and confirmed, and by these presents do grant, bargain, sell, convey, release, and confirm, unto the said Samuel Ewings, his heirs and assigns, all and singular that certain tract of land, or farm, situate upon the river Miami, in said district, now occupied and possessed by me, the said Alexander, containing six hundred and forty acres of land, more or less; which said tract of land, or farm, is bounded in front upon said river Miami, on the upper side by the old fort, on the lower side and in rear by unlocated lands, and is one mile in front, upon said river Miami, by an equal depth: to have and to hold the said tract of land, with the dwelling-house, out-houses, and all the other improvements thereon erected, and made to him

the said Samuel Ewings, his heirs and assigns, to his and their proper use, benefit, and behoof, forever, with all and singular the rights, privileges, and appurtenances thereto belonging, or in anywise appertaining.

In witness whereof, I, the said Alexander Ewings, have hereunto set my hand and seal, at Miami, in said district of Erie, this 23d day of December, in the year of our Lord 1808.

ALEXANDER EWINGS. [L. s.]

Signed, sealed, and delivered, in presence of

SAMUEL H. EWINGS,
WILLIAM HODDY.

TERRITORY OF MICHIGAN, *District of Erie*, ss.

Personally came before me, the subscriber, one of the Justices assigned to keep the peace, in and for said district, Alexander Ewings, and acknowledged the foregoing instrument to be his voluntary act and deed, for the purposes therein mentioned. Acknowledged before me, at the port of Miami, in said district, this 23d day of December, A. D. 1808.

LEWIS BOND, *J. P. D. E. T. M.*

Postponed.

And then the Board adjourned to Monday next, at nine in the forenoon.

MONDAY, *April 10*, 1809.

The Board met at nine in the forenoon, pursuant to adjournment.

No. 633. JOSEPH CAMPEAU.—The Board took into consideration the claim of Joseph Campeau (No. 8) to a tract of land, situate on the river Huron, which was entered with the former Commissioners of the Land Office at Detroit, (No. 8,) in vol. 2, page 43, under the date of 31st December, 1805.

This tract contains, by estimation, — arpents, it being three arpents in front, extending in depth to lake St. Clair, bounded in front by river Huron, and on both sides by lands of Pierre Phenix.

Whereupon, Pierre Phenix was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the claimant was in possession of the premises, and had some part of them enclosed; that every year wood was cut on the premises for the use of the claimant; and that he, the deponent, has cultivated part of this tract these eight years past, as a tenant of the claimant.

Batiste Letourneau, another witness, being sworn, deposed and said, that, previous to the 1st July, 1796, the claimant was in possession and occupancy of the premises, and has every year cut timber thereon, for the use of his other farms on said river Huron, and that many other persons have also cut timber thereon, with the permission of the claimant: there is a house erected on the premises.—Postponed.

No. 634. COLONEL GABRIEL GODFREY.—The Board took into consideration the claim of Gabriel Godfrey, (No. 5,) which was entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 295, under the date of the 29th November, 1805.

This tract is situate on the south side of river Raisins, and contains, by estimation, eight hundred arpents, it being eight arpents in front by one hundred in depth, is bounded in front by river Raisins, in rear and above by unlocated lands, and below by lands claimed by Francois Lionard.

Whereupon, Joseph Porlier Benac was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, many years previous to the 1st July, 1796, the claimant was in possession and occupancy of the premises, and has caused the same to be cultivated every year to this day: about forty arpents are under cultivation and enclosed.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, (which is not to exceed six hundred and forty acres in the whole,) and that he have a certificate thereof, which certificate shall be No. 634; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 635. FRANCOIS LIONARD.—The Board took into consideration the claim of Francois Lionard to a tract of land, situate on the south side of river Raisins; and the notice by him filed on the 28th December last was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

Sir:

DETROIT, *December 28*, 1808.

Please take notice that I claim title to a tract of land on the south side of river Raisins, containing, by estimation, six hundred arpents, it being six arpents in front by one hundred in depth, bounded in front by said river, and in rear by unlocated lands, and on every other side by lands claimed by Gabriel Godfrey, Sen. I claim title by virtue of possession, occupancy, and improvements made by me thereon previous to the year 1796, and continued to this date.

FOR FRANCOIS LIONARD,

G. GODFREY.

This tract contains, and is bounded, as in the above notice.

Whereupon, Joseph Porlier Benac was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the claimant was in possession and occupancy of the premises, and has continued so to this day: about thirty arpents are under cultivation, and a barn is erected on the premises.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 635; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 636. COLONEL GABRIEL GODFREY.—The Board took into consideration the claim of Gabriel Godfrey (No. 17,) which was entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 295, under the date of 29th November, 1805.

This tract is situate on river Huron, of lake Erie, and contains, by estimation, three hundred arpents, it being six arpents in front by fifty in depth, bounded in front by said river Huron, and on every other side by the United States' lands.

Whereupon, Joseph Porlier Benac was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, Jean Batiste Sanscrainte was in possession and occupancy of the premises, and continued so until he sold to the claimant, who has kept on the same a man named Baudouin, as a ferryman, and who cultivated about one arpent as a garden; and from that time to this date the claimant has constantly kept a tenant, who has attended the ferry, and has cultivated part of the premises: a house is erected thereon.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 636; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 637. SAMUEL LASHLEY.—The Board took into consideration the claim of Samuel Lashley to a lot of ground, in the village of Michillimackinack, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 2, page 32, under the date of 5th November, 1805.

This lot contains seventy-five feet front, running to the southward two hundred and sixteen feet, bounded on the north by a lot formerly the property of James Graham, and south by the half lot of William Burnett.

Whereupon, George Meldrum was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, he, the deponent, was in possession and occupancy of the premises, and continued so until he sold to the claimant in 1804.

Louis Dequindre, another witness, being sworn, deposed and said, that when he, the deponent, went to Michilimackinack, in 1804, the deponent was in possession and occupancy of the premises, and was still in possession when the deponent left Michilimackinack last year.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described lot of ground, and that he have a certificate thereof, which certificate shall be No. 537; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

The Board reconsidered the claim of the heirs of Catherine Godfroy, deceased, (No. 538,) which was postponed the 20th of December last.

And thereupon it doth appear to the commissioners that the claimants are entitled to the above described tract of land, and that they have a certificate thereof, which certificate shall be No. 528; and that they cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

The Board reconsidered the claim of the heirs of Catherine Godfroy, deceased, (No. 529,) which was postponed the 20th December last.

And thereupon it doth appear to the commissioners that the claimants are entitled to the above described tract of land, and that they have a certificate thereof, which certificate shall be No. 529; and that they cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

The Board reconsidered the claim of the heirs of Catherine Godfroy, deceased, (No. 530,) which was postponed on the 20th December last.

And thereupon it doth appear to the commissioners that the claimants are entitled to the above described tract of land, and that they have a certificate thereof, which certificate shall be No. 530; and that they cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

The Board reconsidered the claim of the heirs of Catherine Godfroy, deceased, (No. 531,) which was postponed on the 20th December last.

And thereupon it doth appear to the commissioners that the claimants are entitled to the above described tract of land, and that they have a certificate thereof, which certificate shall be No. 531; and that they cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

The Board reconsidered the claim of Gabriel Godfroy, (No. 532,) which was postponed on the 20th December last.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 532; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

The Board reconsidered the claim of Gabriel Godfroy, (No. 533,) which was postponed on the 20th December last.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 533; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to Wednesday next, at nine in the forenoon.

WEDNESDAY, April 12, 1809.

The Board met at nine in the forenoon, pursuant to adjournment.

No. 638. ANTOINE BILLOU, dit L'ESPERANCE.—The Board took into consideration the claim of Antoine Billou, dit L'Esperance, to a tract of land, situate at Grand Marais; and the notice by him filed the 31st December last was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, December 31, 1808.

Take notice that I claim title to a tract of land, situate at Grand Marais, containing one arpent in front by eighty in depth, bounded in front by river Detroit, in rear by unlocated lands, above by Charles Chovin, and below by Jacques Marsac. I claim by virtue of possession, occupancy, and improvements made by me or those from whom I derive title.

ANTOINE BILLOU, dit L'ESPERANCE, sa × marque.

Witness, PETER AUDRAIN.

This tract contains, by estimation, eighty arpents, it being one arpent in front by eighty in depth, bounded in front by river Detroit, in rear by unlocated lands, above by lands claimed by the widow and heirs of Jean Baptiste Chovin, deceased, and below by lands of Jacques Marsac.

Whereupon, Robert Marsac was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, on the 1st July, 1796, the late Baptiste Chovin, deceased, was in possession and occupancy of the premises, and continued so until he gave it to his son, Jean Baptiste Chovin, who occupied the same until he exchanged with the claimant for another tract of land at Grosse Pointe, on lake St. Clair: there is a house and barn erected on the premises, and about twenty-five arpents are enclosed, and part cultivated.—Postponed.

And then the Board adjourned to Friday next, at nine in the forenoon.

FRIDAY, April 14, 1809.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Monday next, at nine in the forenoon.

MONDAY, April 17, 1809.

The Board met at nine in the forenoon, pursuant to adjournment.

No. 639. MORICE WILLERMY.—The Board took into consideration the claim of Morice Willermey to a tract of land, situate on river aux Sables; and the notice filed the 23d December last was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, December 23, 1808.

Take notice that I claim title to a tract of land, situate on river aux Sables, containing five arpents in front by about fifteen in depth, bounded in front by river aux Sables, in rear by river Raisins settlements, on one side by one Bostonais, and on the other side by unlocated lands. I claim by virtue of possession, occupancy, and improvements.

FOR MORICE WILLERMY,
ANTOINE GUY, his × mark.

Witness, PETER AUDRAIN.

This tract contains, and is bounded, as in the above notice.

Whereupon, Joseph Porlier Benac was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, he, the deponent, was in possession, and continued so until he sold to the claimant, who has occupied and cultivated the same since to this day: five or six arpents are cultivated and enclosed, and the claimant has begun to improve about six years ago.—Postponed.

No. 640. — BOSTONAIS.—The Board took into consideration the claim of — Bostonais to a tract of land situate on river aux Sables; and the notice by him filed the 23d December last was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, December 2, 1808.

Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim to a tract of land, situate on river aux Sables, containing five arpents in front by about fifteen in depth, bounded in front by river aux Sables, in rear by river Raisins settlement, on one side by Joseph Nadault, and on the other side by one Morice Willermey. I claim by virtue of possession and improvements.

For — BOSTONAIS,
ANTOINE GUY, his × mark.

Witness, PETER AUDRAIN.

This tract contains, and is bounded, as in the above notice.

Whereupon, Joseph Porlier Benac was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, one Champagne was in possession of the premises, and continued so until he sold to the claimant, who has occupied the same to this day: twelve or fifteen arpents are cultivated and enclosed, and a house is erected on the premises.—Postponed.

And then the Board adjourned to Wednesday next, at nine in the forenoon.

WEDNESDAY, April 19, 1809.

The Board met at nine in the forenoon, pursuant to adjournment.

No. 641. THE WIDOW AND HEIRS OF BATISTE CHOVIN, deceased.—The Board took into consideration the claim of the widow and heirs of Batiste Chovin, deceased, to a tract of land, situate at Grand Marais; and the notice by them filed the 31st December last was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, December 31, 1808.

Take notice that I claim title, for myself and my children, to a tract of land, situate at Grand Marais, containing two arpents in front by eighty in depth, bounded in front by river Detroit, in rear by unlocated lands, on one side by Antoine L'Esperance, and on the other side by Batiste Dupré. I claim by virtue of possession, occupancy, and improvements made by my late husband many years previous to the 1st July, 1796, and continued to this date.

FOR THE WIDOW CHOVIN,
CHARLES CHOVIN, his × mark.

Witness, PETER AUDRAIN.

This tract contains, by estimation, one hundred and sixty arpents, it being two arpents in front by eighty in depth, is bounded in front by river Detroit, in rear by unlocated lands, on one side by the farm of Batiste Dupré, and on the other side by lands claimed by Antoine Billou, dit L'Esperance.

Whereupon, Robert Marsac was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, many years previous to the 1st July, 1796, the late Batiste Chovin, deceased, was in possession and occupancy of the premises, and continued so until he died; since which time, the widow and children have occupied and cultivated the same to this day: about thirty arpents are under cultivation, and a house and a barn are erected on the premises. The deponent further saith, that, previous to the 1st July, 1796, the late Batiste Chovin had improved and cultivated about ten arpents behind the first forty arpents, which have been cultivated every year to this day.

And thereupon it doth appear to the commissioners that the claimants are entitled to the above described tract of land, and that they have a certificate thereof, which certificate shall be No. 641; and that they cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

The Board reconsidered the claim of Antoine Billou, dit L'Esperance, (No. 638,) which was postponed on the 12th instant.

Whereupon, Robert Marsac was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, (in addition to his deposition of the 12th instant,) that the tract now claimed by the claimant was formerly part of a tract of three arpents in front, owned by the late Batiste Chovin, deceased; that he made a gift of that arpent to his son, Jean Batiste Chovin, who has exchanged with the claimant for a tract at Grosse Pointe; that it is a part of the ten arpents in cultivation behind the first forty arpents, and has been possessed and cultivated previous to the 1st July, 1796, and every year since that time to this day.

The claimant, in support of his claim, produced his deed of exchange, which was registered with the former Commissioners of the Land Office at Detroit, in liber D, page 149.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 638; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to Friday next, at nine in the forenoon.

FRIDAY, April 21, 1809.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Monday next, at nine in the forenoon.

MONDAY, April 24, 1809.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Wednesday next, at nine in the forenoon.

WEDNESDAY, April 26, 1809.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Friday next, at nine in the forenoon.

FRIDAY, April 28, 1809.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Monday next, at nine in the forenoon.

REUBEN ATTWATER,
PETER AUDRAIN,
JAMES ABBOTT.

No. 18.

Transcript of the Minutes of the proceedings of the Land Office at Detroit, commencing on Monday, the 1st day of May, 1809, and ending on the 30th day of June following, both days inclusive.

MONDAY, May 1, 1809.

The Board met at nine in the forenoon, pursuant to adjournment.

No. 642. FRANCIS FONTENOT.—The Board took into consideration the claim of Francis Fontenot to a tract of land, situate on river St. Clair; and the notice filed by Jean Baptiste Comparet, in behalf of the claimant, was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, December 14, 1808.

Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim to a tract of land, situate on river St. Clair, containing six and a half arpents by forty in depth, bounded in front by river St. Clair, in rear by unceded lands, on one side, above, by lands of widow Mini, and on the other side, below, by lands of James Robison. I claim by virtue of improvements, possession, and occupancy, &c.

FOR FRANCIS FONTENOT,

JEAN BATISTE COMPARET.

This tract contains, and is bounded, as in the above notice.

Whereupon, Colonel George Cotterall was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, two or three years before 1796, one Indian man was placed on the premises by Garret Graverat, and remained thereon till 1798, since which time several people have worked the land, off and on; that the premises remained idle two or three years at a time; that no improvements were ever made by the claimant, or by any of his parents; that, in 1797, a school-house was erected on the premises by the neighbors, who had subscribed for the same, by permission of Charles Moran, then guardian of the claimant.

Ignace Moras, another witness, being sworn, deposed and said, that, in 1797, one Antoine Mini, Jun. applied to Josette Fontenot, then guardian appointed by the court to the claimant, and other younger children, and offered to purchase the premises now claimed; that she answered, that, if she could find the deed, she would sell, but she did not know where it was. The said Mini then began to cultivate the land, and continued about three years.

Jean Baptiste Comparet, another witness, being sworn, deposed and said, that, in the year 1796, previous to the 1st July, he, the deponent, saw one Antoine Mini, Sen. planting Indian corn, who told him that he had to pay a rent to an Indian who then held the land as the property of the claimant.—Postponed.

And then the Board adjourned to Wednesday next, at nine in the forenoon.

WEDNESDAY, May 3, 1809.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Friday next, at nine in the forenoon.

FRIDAY, May 5, 1809.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Monday next, at nine in the forenoon.

MONDAY, May 8, 1809.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Wednesday next, at nine in the forenoon.

WEDNESDAY, May 10, 1809.

The Board met at nine in the forenoon, pursuant to adjournment.

No. 643. ANN COATES, FOR THE LEGAL HEIRS OF JAMES DONALDSON, deceased.—The Board took into consideration the claim of Ann Coates, for the legal heirs and representatives of James Donaldson, deceased, to a tract of land on river Rouge, part and parcel of a larger tract of sixteen acres, which was entered with the former Commissioners of the Land Office at Detroit, in volume 1, page 67, under the date of the 30th August, 1804.

This tract contains six acres in front by — acres in depth, that is to say, extending in depth to the St. Cosme family line, bounded in front by river Rouge, above by lands claimed by John Coates, and below by lands of the late Godfroy Corbus.

Whereupon, John Cisse was brought forward as a witness in behalf of the claimants, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the late James Donaldson was in possession and occupancy of the premises, and continued so until his death; since which time, the said Ann Coates, one of the executors of the last will and testament of the late James Donaldson, deceased, has been in possession, and has tenanted the premises to this day: about eight or nine acres are under cultivation and enclosed.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that she have a certificate thereof, in her capacity of one of the executors; and that she cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to Friday next, at nine in the forenoon.

FRIDAY, May 12, 1809.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Monday next, at nine in the forenoon.

MONDAY, May 15, 1809.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Wednesday next, at nine in the forenoon.

WEDNESDAY, May 17, 1809.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Friday next, at nine in the forenoon.

FRIDAY, May 19, 1809.

The Board met at nine in the forenoon, pursuant to adjournment.

No. 644. PIERRE RIVARD.—The Board took into consideration the claim of Pierre Rivard to a tract of land, situate at Grand Marais; and the notice by him filed on the 28th December last was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, December 28, 1808.

Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim to a tract of land, situate at Grand Marais, on river Detroit, containing three arpents in front by eighty in depth, (excepting one arpent in front by two in depth, now the property of John Askin,) bounded in front by river Detroit, in rear by unlocated lands, on one side by Baptiste Laderoute, and on the other side by Bazil Campeau. I claim by virtue of possession, occupancy, and improvements made by me or those from whom I derive title.

PIERRE RIVARD, his \times mark.

Witness, PETER AUDRAIN.

This tract contains, by estimation, three arpents in front by eighty in depth, with the exception of the lot claimed by John Askin, as in the above notice.

Whereupon, Joseph Seguin, dit Laderoute, was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the claimant was in possession and occupancy of the premises, and has continued so without any interruption to this day: about thirty-six arpents are under cultivation, and a house and barn are erected on the premises.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 644; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 645. FRANÇOIS DUCHENE, Sen.—The Board took into consideration the claim of François Duchene, senior, to a tract of land, situate on the west side of lake St. Clair, which was entered with the former Commissioners of the Land Office at Detroit, in volume 1, page 308, under the date of 30th November, 1805.

This tract contains, by estimation, ——— acres, it being three acres and one rod in front by forty in depth, bounded in front by lake St. Clair, in rear by unlocated lands, below by lands claimed by Louis Griffard, and above by lands claimed by Louis Percy.

Whereupon, Batiste Nantay was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, on the 1st July, 1796, Pierre Champagne was in possession and occupancy of the premises, and continued so until he sold to the claimant, who, since that time to this day, has possessed and occupied the same. About eight arpents are under cultivation and enclosed, and a house and barn are erected on the premises.

The claimant, in support of his claim, exhibited a deed in the words and figures following, to wit:

Par devant les témoins soussignés, moi, Pierre Champagne, pour moi, mes héritiers, a cédé et vendu au Sieur François Duchene, père, dans le cours du mois de Septembre, de l'année de notre Seigneur mil huit cent un, une certaine terre située sur le bord du lac St. Clair, contenant trois arpents, plus ou moins, de front, sur quarante arpents en profondeur, tenant du bord du nord-est par la terre de Louis Percy, et du bord sur ouest par la terre de Joseph Griffard, avec tous les bâtiments, clôtures, &c. dessus. Donc pour et en considération de la somme de soixante pouds, cours de la Nouvelle York, que je reconnois avoir reçu, je lui garantie la dite terre de moi, et de mes héritiers et hoirs, et ayant cause.

Ainsy après lecture faite, ne sachant signer, j'ai fait ma marque ordinaire, à la rivière St. Clair, le 5ème de Février, 1809.

En présence de

JEAN MARIE BEAUBIEN,
WILLIAM THORN.

PIERRE CHAMPAGNE, sa x marque.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 645; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to Monday next, at nine in the forenoon.

MONDAY, May 22, 1809.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Wednesday next, at nine in the forenoon.

WEDNESDAY, May 24, 1809.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Friday next, at nine in the forenoon.

FRIDAY, May 26, 1809.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Monday next, at nine in the forenoon.

MONDAY, May 29, 1809.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Wednesday next, at nine in the forenoon.

WEDNESDAY, May 31, 1809.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Friday next, at nine in the forenoon.

FRIDAY, June 2, 1809.

The Board met at nine in the forenoon, pursuant to adjournment.

The Board reconsidered the claim of Peter Curry, (No. 340,) which was postponed on the 7th November last. Whereupon, Alexis Delisle was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that the claimant was the first who improved part of the premises in 1796 or 1797; that, since that time to this day, the claimant has occupied, or caused the premises to be occupied and cultivated.—Postponed.

And then the Board adjourned to Monday next, at nine in the forenoon.

MONDAY, June 5, 1809.

The Board met at nine in the forenoon, pursuant to adjournment.

No. 646. ANGELIQUE CAMPEAU.—The Board took into consideration the claim of Angelique Campeau to a tract of land, situate on the north side of river Raisins, which was entered with the former Commissioners of the Land Office at Detroit, in volume 1, page 151, under the date of the 21st November, 1805.

This tract contains, by estimation, four hundred acres, it being four acres in front by one hundred in depth, bounded in front by river Raisins, in rear by unlocated lands, below by lands claimed by Antoine Campeau, her brother, and above by lands claimed by Christopher Tuttle, Esq.

Whereupon, François Pepin was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the claimant was in possession, and tenanted the premises, and has continued so to this day. About thirteen arpents are under cultivation and enclosed.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that she have a certificate thereof, which certificate shall be No. 646; and that she cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 647. ANTOINE CAMPEAU.—The Board took into consideration the claim of Antoine Campeau to a tract of land, situate on the north side of river Raisins, which was entered with the former Commissioners of the Land Office at Detroit, in volume 1, page 152, under the date of 21st November, 1805.

This tract contains, by estimation, four hundred acres of land, it being four acres in front by one hundred in depth, bounded in front by river Raisins, in rear by unlocated lands, above by lands claimed by Angelique Campeau, his sister, and below by lands claimed by Batiste Lasselle.

Whereupon, François Pepin was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the claimant was in possession, and tenanted the premises, and has continued so to this day. About twelve or thirteen arpents are cultivated and enclosed.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 647; and that he cause the same to be sur-

veyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to Wednesday next, at nine in the forenoon.

WEDNESDAY, *June 7, 1809.*

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Friday next, at nine in the forenoon.

FRIDAY, *June 9, 1809.*

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Monday next, at nine in the forenoon.

MONDAY, *June 12, 1809.*

The Board met at nine in the forenoon, pursuant to adjournment.

NO. 648. THE WARDENS OF THE CHURCH OF THE PARISH OF ST. ANTOINE.—The Board took into consideration the claim of the wardens of the church of the parish of St. Antoine, on river Raisins; and the notice filed by François Navarre, Esq. on the 28th December last was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

Sir:

DETROIT, *December 28, 1808.*

Take notice that we claim title, as wardens of the church of the parish of St. Antoine, to a tract of land, situate on the north side of river Raisins, containing one arpent and two perches in front by forty in depth, bounded east-southeast by lands of Louis Monmini, and west-northwest by lands of Joseph Hivon. We also claim half an arpent in front by forty in depth, joining the above, as the property of our church.

For the wardens of the church of the parish of St. Antoine,

FRANÇOIS NAVARRE.

This tract contains, and is bounded, as in the above notice.

Whereupon, Joseph Robert was brought forward as a witness in behalf of the claimants, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the wardens of said church were in possession and occupancy of the premises, and have continued so to this day. There is a church, a dwelling-house, and out-houses erected on the premises, and about fifteen arpents are enclosed and cultivated, for the benefit of the said church.

The claimants, in support of their claim, exhibited two deeds, in the words and figures following, to wit:

Par devant Porlier Benac, en présence de témoins soussignés, nous, Louis Monmini, père, et Louis Monmini, fils, reconnissons et confessons avoir cédé, quitté, et abandonné, dès maintenant et pour toujours, à la paroisse ou fabrique de la rivière aux Raisins, un arpent et deux perches de terre de front sur quarante de profondeur, tenant à l'est-sud-est à la terre que nous occupons, et faisant partie de notre dite terre, et à l'ouest-nord-ouest à la terre du Sieur Joseph Hivon, le dit terrain avoir été choisi par Monsieur Frichette, prêtre, curé de la paroisse St. Anne, au Detroit, autorisé par Monseigneur l'Évêque pour cet objet; lequel terrain doit servir pour toujours au curé, et bâtiments nécessaires, comme église, presbytère, et cimetière, qu'il y aura à faire sur le dit terrain que nous vendons, soit pour toujours attaché pour le cure, sans que personne puisse jamais le démembrer et hypothéquer, à moins d'un consentement général de tous les habitants, paroissiens, ou syndics, établis pour les représenter. C'est à cette condition que nous faisons la dite vente, et ce pour le prix et somme de quatre cent pounds, égal à vingt-six pounds six chelings huit pence, cours de la Nouvelle York, dont les habitants nous font payement en denrées, produits de leurs terres.

En foy de quoy, nous nous sommes dessaisi et démanté pour toujours, et de ce jour, à prendre possession par les dits habitants, paroissiens, ou leurs représentants, obligeant, &c. renonçant, &c.

Fait à la rivière aux Raisins, le quinze Octobre, mil sept cent quatre-vingt-huit, voulant que le dit acte ait autant de force que s'il était passé par devant notaire; elles dits Monmini, père et fils, ont déclaré ne savoir signer, et ont fait leurs marques ordinaires.

LOUIS MONMINI, Père, sa × marque.

LOUIS MONMINI, Fils, sa × marque.

CHARLES REAUME, }
LOUIS GAILLARD, } *Témoins.*

J. PORLIER BENAC.

RIVIERE AUX RAISINS, *le 25 May, 1790.*

Par devant moi, Porlier Benac, Juge à Paix, et capitaine de milice, sont comparu Sieurs Monmini, père, et Monmini, fils, lesquels reconnaissent avoir reçu le montant de la vente du terrain, qu'ils ont vendu en l'autre part, dont ils donnent quittance générale.

LOUIS MONMINI, Père, sa × marque.

LOUIS MONMINI, Fils, sa × marque.

Par devant Porlier Benac, et présence de témoins soussignés, moy, Joseph Hivon, reconnais avoir de ce-jourdhuy et pour toujours abandonné et fait don à la cure ou paroisse de la rivière aux Raisins, d'un demi arpent de terre sur la dite rivière aux Raisins sur quarante de profondeur, tenant à l'est-sud-est au terrain que les Sieurs Monmini, père et fils, ont vendu aux dits paroissiens, et à l'ouest-nord-ouest à la terre que j'occupe, le dit demi arpent faisant partie de ma terre, pour par le curé ou représentant jouir pour toujours, pour l'utilité des paroissiens, et servir à telle bâtisse qu'ils jugeront nécessaire pour le besoin de la dite paroisse; c'est dans cette considération que je fais la présente donation sans aucun retour de ma part, voulant et me réservant en cas d'ensemble des paroissiens ou syndic pour les représenter, si le dit terrain était vendu, soit en partie ou le tout, avoir la préférence de la dite vente, obligeant, &c. renonçant, &c. A la rivière aux Raisins, le vingt Octobre, mil sept cent quatre-vingt-huit, et le dit Hivon a déclaré ne savoir signer, et a fait sa marque ordinaire.

JOSEPH HIVON, sa × marque.

CHARLES REAUME, }
LOUIS GAILLARD, } *témoins.*

J. PORLIER BENAC.

And thereupon it doth appear to the commissioners that the claimants are entitled to the above described tract of land, and that they have a certificate thereof, which certificate shall be No. 648; and that they cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to Wednesday next, at nine in the forenoon.

WEDNESDAY, *June 14, 1809.*

The Board met at nine in the forenoon, pursuant to adjournment.

The Board reconsidered the claim of Peter Curry, (No. 340,) which was postponed on the 2d June instant.

Whereupon it doth appear to the commissioners, that the claimant is entitled to the said described tract of land, and that he have a certificate thereof, which certificate shall be No. 340; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit. The survey to begin above from the land now enclosed for the use of the public ship yard, and running down river Rooge ten acres, and running in depth forty acres, so as not to interfere with lands already affirmed.

And then the Board adjourned to Friday next, at nine in the forenoon.

FRIDAY, June 16, 1809.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Monday next, at nine in the forenoon.

MONDAY, June 19, 1809.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Wednesday next, at nine in the forenoon.

WEDNESDAY, June 21, 1809.

The Board met at nine in the forenoon, pursuant to adjournment.

No. 649. HEIRS OF ALEXANDER McCORMICK.—The Board took into consideration the claim of the heirs of Alexander McCormick, deceased, to a tract of land situate on the river Miami, and the notice filed in their behalf by Sol. Sibley, attorney, on the 17th November last, was read in the words and figures following, to wit:

To the Register of the United States' Land Office at Detroit.

SIR:

DETROIT, November 15, 1808.

Notice is hereby given to the Commissioners of the United States' Land Office at Detroit, that the children, the legal heirs of Alexander McCormick, to wit: William McCormick, John McCormick, Matthew McCormick, Alexander McCormick, Agnes McCormick, Elizabeth McCormick, Sarah McCormick, and Mary McCormick, for themselves, and in right of their said father, deceased, set up title and make claim to have and to hold, to them, and to their heirs and assigns, as the legal representatives of the said Alexander McCormick, deceased, a certain tract of land, with the appurtenances, situate and lying upon the Miami river, of lake Erie, upon the northerly side thereof, above the old fort, within the United States' territory of Michigan, and their land district of Detroit, containing six hundred and forty acres, or thereabouts, being one mile square, and bounded in front upon said Miami river; on the easterly or lower side by a small ravine upon the margin of said river; below, and near the house now occupied by John Baptiste Beaugrand, on the westerly side, by a small rivulet, where it enters said river, which forms the outlet of several small ponds lying back upon the meadows or premises, lying about one mile from the point first mentioned; in rear, as well as on both sides, by lands of the United States; said tract of land so claimed to be included within parallel lines, to be drawn at right angles from the aforesaid point upon said river bank. The children and heirs of said Alexander McCormick set up claim and make title to the said tract of land, under the title of their deceased father; also, by virtue of a long possession, occupancy, and improvements in and by their deceased father and themselves, and those from whom they derive title.

For and on behalf of the children and legal heirs of ALEXANDER McCORMICK, deceased, above named,

SOL. SIBLEY, Attorney.

This tract contains, and is bounded, as in the above notice.

Whereupon, Whitmore Knaggs was brought forward as a witness in behalf of the claimants, who, being duly sworn, deposed and said, that, previous to August, 1794, the late Alexander McCormick possessed and occupied the upper part of the tract now claimed; that, before the battle of the 20th August, he was driven away by the Indians; that, in 1797, Alexander McCormick wrote from the new settlement on the British shore to the deponent, requesting him to suffer no person to settle on the premises now claimed, without making some previous arrangements with him; that, previous to 1794, he is knowing that Messrs. Beaugrand and Roulo rented a house from Mr. McCormick, (built by one Bellair,) and that one Valliquet cultivated part of the land now claimed.

Colonel John Anderson, another witness, being sworn, deposed and said, that, in the year 1793, when the deponent went to the foot of the rapids, the late Alexander McCormick was then living on the premises now claimed; that, in 1794, when the deponent went again to the foot of the rapids, said McCormick was still living on the premises, and continued thereon until the 18th August, 1794, when said McCormick, as well as the deponent and other people, were driven away by the Indians; that, on the 20th August, all the buildings on the premises were burnt down by the United States' troops, as the deponent understood; that, in the year 1798, said McCormick came to the foot of the rapids, informed the deponent that he was on his way to Kentucky to visit his friends, whom he had not seen since he was taken a prisoner by the Indians; that said McCormick requested the deponent to have an eye on his farm, that, if any person attempted to settle on it, to inform them that the premises were his property, which he expected to get confirmed to him by the United States, as a relief for his past sufferings; that, in 1799 or 1800, one Valliquet built a house on a part of the land now claimed, and sold the same to one Bellair, who has occupied the same ever since, but the deponent doth not know whether or not it was as tenant to said McCormick. The deponent has no knowledge that any person did occupy any part of the premises from August, 1794, to 1799 or 1800. The deponent further saith, that said Alexander McCormick informed him that he had been taken prisoner by the Indians; that his wife had also been taken prisoner by the Wyandot Indians, and had been very cruelly treated by them. The deponent further saith, that, at the time said Alexander McCormick lived on the premises, there were between twenty and thirty acres enclosed and under cultivation; four or five cabins were erected, and an orchard of apple and peach trees planted.—Postponed.

And then the Board adjourned to Friday next, at nine in the forenoon.

FRIDAY, June 23, 1809.

The Board met at nine in the forenoon, pursuant to adjournment.

No. 650. PIERRE TREMBLE.—The Board took into consideration the claim of Pierre Tremblé to a tract of land, situate on lake St. Clair, and the notice by him filed the 24th of December last was read in the words and figures following, to wit:

To PETER AUDRAIN, Esq. Register of the Land Office at Detroit.

SIR:

DECEMBER 24, 1808.

Please take notice that I now enter with the Commissioners of the Land Office at Detroit my claim to a certain tract of land, situate and being near the Pointe au Guinole, within the district of Detroit, being in breadth two arpents and three perches, in length forty arpents, bounded in front by lake St. Clair, in rear by unlocated lands, on the northeast side by land claimed by Antoine Rencau, and on the southwest side by Julian Forton's farm. I claim and set up title to the above described tract of land by virtue of occupancy, and improvements by me or those from whom I derive title, previous to the 1st of July, 1796.

PIERRE TREMBLE, his \times mark.

Witness, Jos. WATSON.

This tract contains, and is bounded, as in the above notice.

Whereupon, Michel Mornet was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, on the 1st of July, 1796, one Pierre Laderoute was in possession and occupancy of the premises, and continued so until he sold to the claimant, who has occupied and cultivated the same ever since to this day. About seven or eight arpents are under cultivation and enclosed, and a dwelling house is erected thereon.

The claimant, in support of his claim, produced a deed in the words and figures following, to wit:

This deed, made this twenty-fourth day of December, one thousand eight hundred and eight, by Pierre Laderoute, of the district of Detroit, within the territory of Michigan, to Pierre Tremblé, of the aforesaid district and territory, witnesses, that the said Pierre Laderoute, in consideration of one hundred and fifty dollars and fifty cents to him in hand paid, and for other good causes and considerations him thereunto moving, has granted, aliened, and conveyed, and hereby grants, aliens, and conveys to the said Pierre Tremblé one certain parcel of ground, situate,

lying, and being, near Pointe au Guinole, within the district and territory aforesaid, being in breadth two arpents and three perches, and in length forty arpents, bounded in front by lake St. Clair, in rear by unlocated lands, on the north-east side by lands claimed by Antoine Reneau, and on the southwest side by lands claimed by Julian Forton, containing, by estimation, eighty-eight arpents, be the same more or less: to have and to hold the same to the said Pierre Tremblé, together with all the privileges and appurtenances thereunto belonging, or in anywise appertaining, and to his heirs and assigns, to his and their use, benefit, and behoof, forever; and I, the said Pierre Laderoute, do covenant and agree with the said Pierre Tremblé, his heirs and assigns, to defend and warrant the above described premises against the lawful claims and demands of all persons claiming under me or them.

In witness whereof, I, the said Pierre Laderoute, have hereunto set my hand and seal, at the city of Detroit, the day and year first above written.

PIERRE LADEROUTE, his + mark. [L. s.]

Signed, sealed, and delivered, in the presence of
LAMBERT LAFOY,
JOSEPH WATSON, Conveyancer.

DETROIT, December 24, 1808.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 650; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to Monday next, at nine in the forenoon.

MONDAY, June 26, 1809.

The Board met at nine in the forenoon, pursuant to adjournment.

No. 651. ALEXIS CENAIT, dit COQUILLARD.—The Board took into consideration the claim of Alexis Cenait, dit Coquillard, to a tract of land, situate on river Rouge; and the notice by him filed on the 24th of December last was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, December 24, 1808.

Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim to a tract of land, situate on the river Rouge, containing three arpents in front by forty in depth, bounded in front by said river Rouge, in rear by J. and F. Lasselle. I claim by virtue of possession, occupancy, and improvements made by me or those from whom I derive title.

ALEXIS CENAIT, dit COQUILLARD.

Witness, PETER AUDRAIN.

Whereupon, Alexis Delille was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, on the 1st of July, 1796, Jean Baptiste Delille was in possession and occupancy of the premises, and continued so until he sold to Antoine Peltier, who sold to Mrs. Mary Abbott, who sold to the claimant, who has possessed the premises, and caused them to be cultivated to this day: there are a dwelling-house and barn erected on the premises; about thirty-six arpents are under cultivation and enclosed, and the land has been cultivated every year from the 1st of July, 1796, to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 651; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

The Board reconsidered the claim of Adam Brown, (No. 354.) which was postponed on the 16th of November last.

And thereupon it doth appear to the commissioners that the claimant is entitled to the said tract of land, and that he have a certificate thereof, which certificate shall be No. 354; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

The Board reconsidered the claim of Adam Brown, (No. 355,) which was postponed on the 16th of November last.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 355; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to Wednesday next, at nine in the forenoon.

REUBEN ATTWATER,
PETER AUDRAIN,
JAMES ABBOTT.

No. 19.

Extract from the minutes of the proceedings of the Commissioners of the Land Office at Detroit, from the 28th June to 29th December, 1809, inclusively.

WEDNESDAY, June 28, 1809.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Friday next, at nine in the forenoon.

FRIDAY, June 30, 1809.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Monday next, at nine in the forenoon.

MONDAY, July 3, 1809.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Wednesday next, at nine in the forenoon.

WEDNESDAY, July 5, 1809.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Friday next, at nine in the forenoon.

FRIDAY, July 7, 1809.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Monday next, at nine in the forenoon.

MONDAY, July 10, 1809.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to to-morrow, at nine in the forenoon.

TUESDAY, July 11, 1809.

The Board met at nine in the forenoon, pursuant to adjournment.

No. 652. JOSEPH DAZET.—The Board took into consideration the claim of Joseph Dazet to a lot of ground, on the north side of the river Raisins, which was entered with former Commissioners of the Land Office at Detroit, in vol. 2, page 64, under the date of 18th February, 1805.

This lot contains, by estimation, one arpent, is bounded in front by said river Raisins, in rear by the highway, east by lands of the claimant, and west by lands claimed by J. and F. Lasselle.

Whereupon, Col. Gabriel Godfroy was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that many years previous to the 1st of July, 1796, the late Pierre Solo was in possession and occupancy of said lot, (being then part of a larger tract,) and continued so until he sold to Bourdeaux, dit Laderoute, who sold to Amable St. Cosme, from whom the claimant has purchased, and has occupied the same to this day. There is a dwelling house erected, and an orchard planted on said lot. The deeds of transfer above referred to are recorded by the former commissioners in liber A, fol. 270, &c.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described lot of ground, and that he have a certificate thereof, which certificate shall be No. 652; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to Thursday next, at nine in the forenoon.

THURSDAY, July 13, 1809.

The Board met at nine in the forenoon, pursuant to adjournment.

The Board reconsidered the claim of George McDougall, Esquire, (No. 236,) which was postponed on the 13th July, 1805.

Whereupon, Jean Baptiste Jereame, who had been regularly subpoenaed, appeared, and acknowledged the sale which he had made to the claimant, and for which he had executed a deed the 18th day of September, 1805, recorded in vol. 5, page 8; and now consenteth that the claimant have a patent for the said claim.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described lot of ground, and that he have a certificate thereof, which certificate shall be No. 236; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 653. GEORGE MCDUGALL, Esquire.—The Board took into consideration the caveat and claim of George McDougall, Esquire, to a lot of ground, situate on the north side of river Raisins, which was filed on the 30th December last, in the words and figures following, to wit:

TO PETER AUDRAIN, Esquire, Register of the United States' Land Office at Detroit.

SIR:

I hereby notify you that I claim title to about one hundred and ninety arpents of land, (being part of a lot of land lately entered by Israel Ruland in behalf of Jean Baptiste Jereame, supposed to contain altogether two hundred and forty arpents, or French acres, of land,) situate, lying, and being on the north bank of river Raisins; bounded in front by said river Raisins, in rear by a creek whereon a grist mill is standing, belonging to Major Gabriel Godfroy; on the west by the remainder of the said Jean Baptiste Jereame's lot of land, containing six and a half arpents, in front of river Raisins, by seven or eight arpents in rear, to said Mill creek, more or less, supposed by said Jereame to contain sixty-five arpents of land, altogether, which he reserved for himself; and on the east by said Mill creek, which empties at high water, in part, by a small run into said river Raisins, joining Meldrum and Park's claim to land: they acquired from Francois Reaume, Senior, deceased.

The said Jean Baptiste Jereame and one Joseph Bourdeaux, having made me a donation of the residue of said lot, (entered as aforesaid for said Jereame,) as appears by their voluntary acknowledgment before the late honorable commissioners, on Tuesday, the 3d December, 1805, "that they had given me the said tract of land, and that they had resigned all pretensions to the property or possession thereof in my favor," which has been tenanted ever since for me by André Poupard Lafleur, who now lives thereon, occupies and cultivates the same in my behalf.

I now, therefore, take the liberty of entering my caveat, in order to stop the said Jean Baptiste Jereame from obtaining a certificate from this honorable Board to that part of the said lot of land, which he has acknowledged to have ceded and abandoned in my favor, as aforesaid: all which is respectfully submitted by, sir, your most obedient servant.

GEORGE MCDUGALL.

Whereupon, Jean Baptiste Jereame and the said George McDougall appeared before the Board of Commissioners, and the said Jean Baptiste Jereame acknowledged that, from the road leading from the river Raisins to Mill creek, between this claim and the farm of Joseph Bourdeaux, six arpents and a half only are his private property, from the said road leading down river Raisins, and in rear extending to said Mill creek; and that, of the residue of this tract so claimed, one half belongs to George McDougall.—Postponed.

And then the Board adjourned to Saturday next, at nine in the forenoon.

SATURDAY, July 15, 1809.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Monday next, at nine in the forenoon.

MONDAY, July 17, 1809.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Wednesday next, at nine in the forenoon.

WEDNESDAY, July 19, 1809.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Friday next, at nine in the forenoon.

FRIDAY, July 21, 1809.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Monday next, at nine in the forenoon.

MONDAY, July 24, 1809.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Wednesday next, at nine in the forenoon.

WEDNESDAY, July 26, 1809.

The Board met at nine in the forenoon, pursuant to adjournment.

The Board reconsidered the claim of Joseph Campeau, (No. 604,) which was postponed the 21st January, and on the 11th of February last.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 604; and that he cause the same to be

surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

The Board reconsidered the claim of the heirs of Cecille Campeau, wife of Jacques Loson, (No. 603,) which was postponed on the 21st of January, and on the 11th of February last.

And thereupon it doth appear to the commissioners that the claimants are not entitled to the said described tract of land, and, therefore, that their claim be rejected; and it is hereby rejected.

And then the Board adjourned to Saturday next, at nine in the forenoon.

SATURDAY, *July 29, 1809.*

The Board met at nine in the forenoon, pursuant to adjournment.

No. 654. PIERRE LANGLOIS, dit TRAVERSIS.—The Board took into consideration the claim of Pierre Langlois, dit Traversis, to a tract of land, situate on the north side of river Raisins, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 3, page 328, under the date of 30th November, 1805.

This tract contains, by estimation, about two hundred arpents, it being two arpents in front by about one hundred in depth, more or less, bounded in front by river Raisins, east by lands of John Askin, Senior, and west by the church lands.

Whereupon, Israel Ruland, Esq. was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that either the claimant or Martin Nadault (from whom he purchased) was in possession and occupancy of the premises on the 1st of July, 1796, and that this tract of land has been constantly cultivated from that period to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the before described tract of land, (of which the lot No. 468, of Francis Delille, is to be deducted) and that he have a certificate thereof, which certificate shall be No. 654; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to Tuesday next, at nine in the forenoon.

TUESDAY, *August 2, 1809.*

The Board met at nine in the forenoon, pursuant to adjournment.

No. 655. HENRY BERTHELET.—The Board took into consideration the claim of Henry Berthelet, grantee of Louis Barthe, to a tract of land, situate on river Detroit, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 264, under the date of 1st February, 1805.

This tract contains, by estimation, one hundred and sixty arpents, it being four arpents in front by forty in depth, bounded in front by river Detroit, in rear by lands of Joseph Livernois, northeast by lands claimed by John Harvey, and southwest by lands claimed by John Askin.

Whereupon, Ambrose Riopel was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, on the 1st of July, 1796, Joseph Livernois was in possession of the premises, and continued so until he exchanged with Louis Barthe, (as per deed recorded) on the 2d day of February, 1802. The deponent saith that he cultivated part of the premises during three years previous to 1796, that is, in 1790, '91, and '92, with the permission of Joseph Livernois, and that there were then eight or nine arpents under cultivation and enclosed. There are no improvements or enclosures now on the premises.—Postponed.

And then the Board adjourned to Friday next, at nine in the forenoon.

FRIDAY, *August 4, 1809.*

The Board met at nine in the forenoon, pursuant to adjournment.

The Board reconsidered the claim of George Shindler, (No. 331,) which was postponed on the 20th of October, 1808.

And thereupon it doth appear to the commissioners that the claimant is entitled to forty-two acres only, being six acres in front by seven in depth, being part of the aforesaid claim, and that he have a certificate thereof, which certificate shall be No. 331; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to Monday next, at nine in the forenoon.

MONDAY, *August 7, 1809.*

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Wednesday next, at nine in the forenoon.

WEDNESDAY, *August 9, 1809.*

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Saturday next, at nine in the forenoon.

SATURDAY, *August 12, 1809.*

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Tuesday next, at nine in the forenoon.

TUESDAY, *August 15, 1809.*

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Friday next, at nine in the forenoon.

FRIDAY, *August 18, 1809.*

The Board met at nine in the forenoon, pursuant to adjournment; and there being no business, adjourned to Monday next, at nine in the forenoon.

MONDAY, *August 21, 1809.*

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Thursday next, at nine in the forenoon.

THURSDAY, *August 24, 1809.*

The Board met at nine in the forenoon, pursuant to adjournment.

The Board reconsidered the claim of Morice Willermey, (No. 639,) which was postponed on the 17th of April last.

Whereupon, Antoine Guy was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, on the 1st of July, 1796, Joseph Porlier Benac was in possession of the premises, and caused part thereof to be cultivated every year, until he sold to the claimant, who has occupied the same to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the before described tract of land, and that he have a certificate thereof, which certificate shall be No. 639; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to Monday next, at nine in the forenoon.

MONDAY, *August 28, 1809.*

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Wednesday next, at nine in the forenoon.

WEDNESDAY, *August 30, 1809.*

The Board met at nine in the forenoon, pursuant to adjournment.

No. 656. NICHOLAS RIVARD.—The Board took into consideration the claim of Nicholas Rivard to a tract of land, situate on lake St. Clair, and the notice by him filed on the 16th of July, 1808, was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, July 16, 1808.

Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim to a tract of land, situate on lake St. Clair, containing three arpents in front by forty in depth, bounded in front by lake St. Clair, in rear by unconceded lands, on one side by Batiste Celoron, and on the other side by Louis Tremblé. I claim and set up title by virtue of possession, occupancy, and improvements made by me or those from whom I derive title.

NICHOLAS RIVARD, his x mark.

Witness, PETER AUDRAIN.

This tract contains, and is bounded, as in the above notice.

Whereupon, Jacques Allard, Sen. was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, on the 1st of July, 1796, one François Ambroise Tremblé was in possession and occupancy of the premises, and continued so until he sold to François L'Esperance, who sold to Joseph Ellair, who, by virtue of a judgment and execution, delivered up the land to the then sheriff, who sold it at public sale to the claimant, who has possessed and occupied the same to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 656; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 657. GABRIEL RENEAU, Jun.—The Board took into consideration the claim of Gabriel Reneau, Jun. to a tract of land, situate on lake St. Clair; and the notice by him filed on the 2d November, 1808, was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, November 2, 1808.

Take notice that I enter with the Commissioners of the Land Office at Detroit my claim to a tract of land, situate at the Pointe à Guinole, containing one arpent in front by forty in depth, bounded in front by lake St. Clair, in rear by unconceded lands, northeast by Julian Forton, and southwest by Nicholas Rivard. I claim and set up title by virtue of possession, occupancy, and improvements made by me or those from whom I derive title.

GABRIEL RENEAU, Jun. his x mark.

Witness, PETER AUDRAIN.

Whereupon, Jacques Allard, Senior, was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, on the 1st July, 1796, one Colas Rivard was in possession and occupancy of the premises, and continued so until he sold to the claimant, who has possessed and cultivated the same to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 657; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to Friday next, at nine in the forenoon.

FRIDAY, September 1, 1809.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Monday next, at nine in the forenoon.

MONDAY, September 4, 1809.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Wednesday next, at nine in the forenoon.

WEDNESDAY, September 6, 1809.

The Board met at nine in the forenoon, pursuant to adjournment.

The Board reconsidered the claim of Jean Baptiste Lasselle, Jun. (No. 63,) which was affirmed on the 16th day of December, 1807.

This claim was entered with the former Commissioners of the Land Office at Detroit, under the date of 11th November, 1805.

On the examination of this claim two deeds were produced, one from François Soudriette, the other from Jean Baptiste Leduc; which two deeds were translated for the former commissioners, a copy of which has been transmitted to the Secretary of the Treasury by the former commissioners; and now it appears that the two deeds say eighty arpents in depth, instead of forty, mentioned in the entry through mistake.

Whereupon, it appears to the commissioners that the claimant is entitled to eighty arpents in depth, and the surveyor is hereby authorized to survey and plot the same accordingly.

And then the Board adjourned to Friday next, at nine in the forenoon.

FRIDAY, September 8, 1809.

The Board met at nine in the forenoon, pursuant to adjournment.

No. 658. RICHARD POLLARD, Esq.—The Board took into consideration the claim of Richard Pollard, Esquire, to a tract of land, situate on the north side of river Raisins, which was entered with the former Commissioners of the Land Office at Detroit, in book A, fo. 156, under the date of the 21th December, 1804.

Whereupon, Joseph Jobin was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, in the year 1792 or 1793, Jacques Ganier was in possession and cultivated the premises, and continued so until he sold to Richard Pollard, which was in 1794 or 1795; the premises were then cultivated by Michael Bourdon until the year 1798 or 1799, as tenant to the claimant: there was a house built on the premises, and about seventeen acres of land under cultivation.

Charles François Jourdain, another witness, being sworn, deposed and said, that he has knowledge that the premises in question have been under constant cultivation for three or four years back.

John Anderson, being duly sworn, deposed and said, that he has knowledge that the fences of the premises in question have been kept in repair by Oliver Rhodes for eight years back, in behalf of the claimant. The deponent further saith, that he has always understood that the land in question was the property of the claimant, and that he knows of no other person who claims the same.—Postponed.

And then the Board adjourned to Monday next, at nine in the forenoon.

MONDAY, September 11, 1809.

The Board met at nine in the forenoon, pursuant to adjournment.

No. 659. ALEXIS LORANGER.—The Board took into consideration the claim of Alexis Loranger to a tract of land, situate on the north side of river Raisins, which was entered with the former Commissioners of the Land Office at Detroit, by Henry Berthelet, in behalf of the claimant, in vol. 1, page 264, under the date of 1st February, 1805, and registered in liber B, folio 187.

Whereupon, Charles Campeau was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, Charles Robidou was in possession and cultivated the

premises, and continued so until he sold to the claimant, and that this tract has been cultivated every year for these nineteen years.

Hubert Lacroix, another witness, being sworn, deposed and said, that the claimant has occupied and cultivated the same since he purchased of the said Charles Robidou.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 659; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to Thursday next, at nine in the forenoon.

THURSDAY, September 14, 1809.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Saturday next, at nine in the forenoon.

SATURDAY, September 16, 1809.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Tuesday next, at nine in the forenoon.

TUESDAY, September 19, 1809.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Friday next, at nine in the forenoon.

FRIDAY, September 22, 1809.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Monday next, at nine in the forenoon.

MONDAY, September 25, 1809.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Wednesday next, at nine in the forenoon.

WEDNESDAY, September 27, 1809.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Saturday next, at nine in the forenoon.

SATURDAY, September 30, 1809.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Tuesday next, at nine in the forenoon.

TUESDAY, October 3, 1809.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Friday next, at nine in the forenoon.

FRIDAY, October 6, 1809.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Monday next, at nine in the forenoon.

MONDAY, October 9, 1809.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Thursday next, at nine in the forenoon.

THURSDAY, October 12, 1809.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Saturday next, at nine in the forenoon.

SATURDAY, October 14, 1809.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Tuesday next, at nine in the forenoon.

TUESDAY, October 17, 1809.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Thursday next, at nine in the forenoon.

THURSDAY, October 19, 1809.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Saturday next, at nine in the forenoon.

SATURDAY, October 21, 1809.

The Board met at nine in the forenoon, pursuant to adjournment.

No. 660. JOHN CISSNE.—The Board took into consideration the claim of John Cissne to a tract of land, situate on the south side of river Rouge, and the notice by him filed on the 17th of December, 1808, was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, December 17, 1808.

Please take notice that I claim title to a tract of land, situate, lying, and being on the south side of river Rouge, containing, by estimation, three hundred and twenty acres, it being eight acres in front by forty in depth, bounded in front by the said river, in rear by unlocated lands, on the west by lands claimed by John Dicks, and on the east by lands claimed by Harris H. Hickman. I claim title by virtue of possession, occupancy, and improvements made by me previous to 1796, and continued to this day.

JOHN CISSNE.

This tract contains, and is bounded, as in the above notice.

Whereupon, James Cissne was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, in the year 1795, the claimant cleared a part of this tract, seeded it in turnips, and fenced it, and built a cabin; that, in the fall of the same year, the claimant sowed in wheat the same piece of land; that in 1797, he collected a parcel of neighbors, with whom he made rails, and enclosed upwards of twenty acres; that in 1798, Charles and Richard Jones went on the land, cleared, tilled, and fenced about three acres, and cleared more in the year following.

Felix Mettè, another witness, being duly sworn, deposed and said, that, in 1799, he saw people building a cabin on this tract; that, part of that tract was then cultivated, and under fence; that in the course of one year after, one Jones built a house of square logs; that no person lived on the premises for four or five years ago, until a negro man went and lived on it, and has continued to this day as a tenant to the claimant.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 660; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 661. THE WIDOW AND HEIRS OF GODFROY CORBUS, deceased.—The Board took into consideration the claim of the widow and heirs of the late Godfroy Corbus, deceased, to a tract of land, situate on the south side of river Rouge, which was entered with the former Commissioners of the Land Office at Detroit, in volume 1, page 19, under the date of the 2d January, 1805.

This tract contains, by estimation, three hundred acres, it being four acres in front, extending in depth to the line of the St. Cosme's lands, bounded in front by river Rouge, on one side by the lands of the late William Cissne, deceased, and on the other side by lands of the late James Donaldson, deceased.

Whereupon, John Cissne was brought forward as a witness in behalf of the claimants, who, being duly sworn, deposed and said, that, on the 1st July, 1796, the late James Donaldson was in possession of the premises, and continued so until he sold to Daniel Pursley, on the 8th of November, 1798, who possessed the same until the 18th December of the same year, when he sold to the late Godfrey Corbus, who possessed the same until he died, since which time the widow and heirs have kept possession to this day; and that five acres are sowed in timothy, and under fence.—Postponed.

And then the Board adjourned to Monday next, at nine o'clock in the forenoon.

MONDAY, October 23, 1809.

The Board met at nine in the forenoon, pursuant to adjournment.

No. 662. FELIX METTE.—The Board took into consideration the claim of Felix Metté to a tract of land, situate on the north side of river Rouge, and the notice by him filed the 29th December, 1808, was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, December 29, 1808.

Take notice that I claim title to a tract of land situate on river Rouge, containing four arpents in front by forty in depth, bounded in front by river Rouge, in rear by unconceded lands, below by lands of the late Godfrey Corbus, and above by lands of the late Captain Joseph Harrison. I claim title by virtue of possession, occupancy, and improvements made by me or those from whom I derive title.

FELIX METTE, his X mark.

Witness, PETER AUDRAIN.

This tract contains, and is bounded, as in the above notice.

Whereupon, James Cissne was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, in the year 1795, Joseph Hurt took possession of this tract by cutting bushes and girdling trees; that, in the winter of 1796, one James Henry worked on this tract, and left in the spring of 1797; cleared more than half an acre, and cut timber for a house.

John Cissne, another witness, being sworn, deposed and said, that one Duthu went on the land in the summer of 1797, and quitted it in the fall following; that, shortly after, the claimant went on it, and has occupied and cultivated the same ever since to this day.—Postponed.

No. 663. TEOPHILE DUMAY.—The Board took into consideration the claim of Teophile Dumay to a tract of land, situate on the river Rouge, and the notice by him filed on the 31st December, 1808, was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, December 31, 1808.

Take notice that I claim title to a tract of land, situate on the north side of river Rouge, containing about six arpents in front by forty in depth, bounded in front by river Rouge, in rear by unlocated lands, above by lands of the late William Cissne, and below by the lands of the late Joseph Harrison. I claim by virtue of possession, occupancy, and improvements made by me or those from whom I derive title.

FOR TEOPHILE DUMAY,

PIERRE DUMAY, his X mark.

Witness, PETER AUDRAIN.

This tract contains, and is bounded, as in the above notice.

Whereupon, John Cissne was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that on the 1st July, 1796, the late William Cissne was in possession and cultivated the premises, and continued so until 1801, when he sold to the father of the claimant, who has cultivated the same to this day.

Pierre Dumay, father to the claimant, now present, declares to have given that tract of land to his son, the present claimant, and relinquishes all claim to the same.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 663; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 664. JAMES CISSNE.—The Board took into consideration the claim of James Cissne to a tract of land, on the south side of the river Rouge, and the notice by him filed on the 30th day of December last was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, December 30, 1808.

Take notice that I claim title to a tract of land, situate on river Rouge, containing, by estimation, two hundred and forty acres, more or less, bounded on the east by the fork of the river, west by a white oak, in front by river Rouge, in the rear by another branch of said river. I claim by virtue of possession, occupancy, and improvements made by me.

JAMES CISSNE.

This tract contains, and is bounded, as in the above notice.

Whereupon, John Cissne was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, on the 1st July, 1796, the claimant was in possession and cultivated the premises; that since that time, a house has been built on the premises, and apple trees planted, which are now standing; that the claimant being absent from the country four years, the ground remained idle, and no fence kept up; that the claimant, since his return, has erected fences round the apple trees, and put a new roof to the house.—Postponed.

No. 665. THE WIDOW AND HEIRS OF WILLIAM CISSNE, deceased.—The Board took into consideration the claim of the widow and heirs of William Cissne, deceased; and the notice filed by James Cissne in their behalf, on the 30th December, 1808, was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DECEMBER 30, 1808.

Take notice that we, the widow and heirs of William Cissne, deceased, claim title to a tract of land, situate on the north side of river Rouge, containing eight acres in front by forty in depth, bounded in front by said river, in rear by unconceded lands, east by lands of Teophile Dumay, and west by unconceded lands. We claim by virtue of possession, occupancy, and improvements made by us or those from whom we derive title.

For the widow and heirs of WILLIAM CISSNE, deceased,

JAMES CISSNE.

This tract contains, and is bounded, as in the above notice.

Whereupon, Pierre Dumay was brought forward as a witness in behalf of the claimants, who, being duly sworn, deposed and said, that, on the 1st July, 1796, the late William Cissne was in possession and occupancy of the premises, and continued so until he died; since which time, the widow and heirs have caused the premises to be cultivated to this day.

And thereupon it doth appear to the commissioners that the claimants are entitled to the above described tract of land, and that they have a certificate thereof, which certificate shall be No. 665; and that they cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to Wednesday next, at nine in the forenoon.

The Board met at nine in the forenoon, pursuant to adjournment.

WEDNESDAY, October 25, 1809.

The Board reconsidered the claim of William Walker, (No. 345,) which was postponed on the 11th November, 1808.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 345; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to Friday next, at nine in the forenoon.

FRIDAY, October 27, 1809.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Monday next, at nine in the forenoon.

MONDAY, October 30, 1809.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Wednesday next, at nine in the forenoon.

WEDNESDAY, November 1, 1809.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Friday next, at nine in the forenoon.

FRIDAY, November 3, 1809.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Monday next, at nine in the forenoon.

MONDAY, November 6, 1809.

The Board met at nine in the forenoon, pursuant to adjournment.

The Board reconsidered the claim of the heirs of William Macomb, deceased, (No. 256,) which was postponed on the 2d day of August, 1808.

Whereupon, Gabriel Chene was brought forward as a witness in behalf of the claimants, who, being duly sworn, deposed and said, that, on the 1st July, 1796, George Meldrum was in possession and cultivated the premises as tenant to the late William Macomb, and that, from that time to this day, the premises have been cultivated every year by tenants placed thereon by the claimants, or by one of the executors of the last will and testament of their father, the said William Macomb; that there are on the premises two dwelling-houses and two stables, and between sixty and seventy arpents under cultivation and enclosures.

And thereupon it doth appear to the commissioners that the claimants are entitled to the before described tract of land, or island, but not to exceed six hundred and forty acres, and that they have a certificate thereof, which certificate shall be No. 256; and that they cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to Wednesday next, at nine in the forenoon.

WEDNESDAY, November 8, 1809.

The Board met at nine in the forenoon, pursuant to adjournment.

The Board reconsidered the claim of Colonel Francis Chabert, (No. 339,) which was postponed on the 31st October, 1808.

Whereupon, Alexis Descontes, dit Labadi, was brought forward as a witness to the claimant, who, being duly sworn, deposed and said, that, for fifteen or sixteen years last past, the claimant has been in possession of the premises, and has made use of it by cutting hay, or permitting other people to cut hay, upon paying him a certain consideration. The deponent has seen stacks of hay fenced in by the claimant, which fence was generally carried off every spring by the overflowing of the waters. The deponent knows of the claimant having purchased the premises from the late Isidore Chene, deceased, his father-in-law; he saith further, that the reasons why the premises cannot be cultivated are, that this tract is overflowed in the spring by the high waters, which carry away every pannel of fence that can be made, and also, because, in the fall or spring, every pannel of fence would be destroyed by the fire which generally runs through the meadows; that the hay, when cut down, cannot be cured on the spot, but must be carried off to some high ground to be cured and stacked.

Charles Labadi, another witness, being sworn, says, that he confirms the above testimony of Alexis Labadi, and adds, that he himself has paid the claimant a consideration for the privilege of cutting hay on the premises.

Jean Batiste Cicot, another witness, being sworn, saith, that he knows that the claimant has purchased the premises from the late Isidore Chene, to whom he gave, in consideration of said premises, two tracts of land, one near the spring well, now in the district of Detroit, and the other on or near the Petite Riviere, on the British side. The deponent further saith, that the claimant could not make any other use of the premises than by cutting hay; that he has seen the claimant make stacks of hay and fence them; that Jacques Lasselle, who owns the land contiguous to the premises, did one year erect a fence between himself and the claimant, and that it was destroyed by fire the same year.—Postponed.

And then the Board adjourned to Monday next, at nine in the forenoon.

MONDAY, November 13, 1809.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Wednesday next, at nine in the forenoon.

WEDNESDAY, November 15, 1809.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Friday next, at nine in the forenoon.

FRIDAY, November 17, 1809.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Monday next, at nine in the forenoon.

MONDAY, November 20, 1809.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Wednesday next, at nine in the forenoon.

WEDNESDAY, November 22, 1809.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Friday next, at nine in the forenoon.

FRIDAY, November 24, 1809.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Monday next, at nine in the forenoon.

MONDAY, November 27, 1809.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Wednesday next, at nine in the forenoon.

WEDNESDAY, November 29, 1809.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Friday next, at nine in the forenoon.

FRIDAY, December 1, 1809.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Monday next, at nine in the forenoon.

MONDAY, December 4, 1809.

The Board met at nine in the forenoon, pursuant to adjournment.

The Board reconsidered the claim of Henry Berthelet, (No. 655,) which was postponed on Tuesday, the 2d day of August last.

Whereupon, André Lepage was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, on the 1st July, 1796, one Simon Drouillard occupied the premises for Mr. Askin, and continued thereon three years; that he, the deponent, went on the premises, and remained thereon six years and six months, and cultivated about four arpents; that this tract of land was then the property of Joseph Livernois, who sold the same to Louis Barthe, from whom the claimant has purchased.

Joseph Weaver, another witness, being sworn, deposed and said, that, one year before André Page left the premises, he, the deponent, was charged with the care of them by Mr. Askin, with instructions to suffer no waste to be committed thereon; that he himself, together with some other persons authorized by him, or by Mr. Askin, or Mr. Brush, have cut hay every year on the premises; that, five years ago, the improvements were destroyed; that he has seen Indians and boatmen make fire with the fences; and that no improvements have been made since the first were destroyed.—Postponed.

And then the Board adjourned to Wednesday next, at nine in the forenoon.

WEDNESDAY, December 6, 1809.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Friday next, at nine in the forenoon.

FRIDAY, December 8, 1809.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Monday next, at nine in the forenoon.

MONDAY, December 11, 1809.

The Board met at nine in the forenoon, pursuant to adjournment.

The Board reconsidered the claim of Felix Metté, (No. 662,) which was postponed on Monday, the 23d October last.

The claimant, in support of his claim, exhibited a deed of conveyance in the words and figures following, to wit:

M. Pierre Duthu ayant une terre sur les frontières de la rivière Rouge, du côté du nord, bornée par un côté par Godfroy, et par William Maxwell de l'autre, laquelle donnée et accordée à Phelix Metté par le dit Pierre Duthu, consentant de lui donner à son profit, et pour y rester le temps qu'il lui plaira, maître de vendre du bois et foin, ce qu'il peut y avoir sur la ditte terre, en donnant possession, et lui abandonne le contrat, et tout autre papier qui seront passé à l'égard de la ditte terre. Le dit Pierre Duthu a son logement, et droit de sauner moyennant, qu'aide à l'établissement, et desarter la terre, maître de faire tout sorte de traite sauvage et toute autre commerce, s'il lui plaît, licite et honnête; mais il ne peut ny le vendre, ny l'engager à personne sans en donner avis et la préférence à son associé: si la ditte terre est vendu à un autre, Felix Metté sera dédommagé de ses fraix.

Fait au Detroit, 20ème Mars, 1800. Signé après lecture faite.

PIERRE DUTHU.

Témoin, THEOPHILE LENOY, sa X marque.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 662; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

The Board reconsidered the claim of Jonathan Schieffelin, (No 212,) which was postponed on the 5th day of July, 1808.

And thereupon it doth appear to the commissioners that the claimant is entitled to the said described tract of land, and that he have a certificate thereof, which certificate shall be No. 212; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

The Board reconsidered the claim of Colonel Francis Chabert, (No. 339,) which was postponed on the 31st day of October, 1806, and on the 8th November, 1809.

The claimant, in support of his claim, exhibited a deed, which was read in the words and figures following, to wit:

Par devant Guillaume Monforton, notaire public au Detroit, du district de Hesse, y résidant, soussigné, furent présents le Sieur Isidore Chene, et François, Chevalier de Jonquière, Sieur de Chabert, lesquels, de leur bon gré et homme volonté, ont reconnu avoir changé, cédé, transporté, et délaissé, changent, cèdent, et transportent, l'un à l'autre, les terres cy-après designées, savoir: que le dit Isidore Chene donne, délaïsse, cède, et transporte au dit Sieur Chevalier de Chabert, acceptant pour lui, ses hoirs, et ayant cause, une portion de terre sise et située à la rivière Rouge, du dit Detroit, à prendre, au sud-ouest, à la ligne de Toussaint et Gabriel Chene, dit Caloura, jusqu'à la rivière du dit Detroit, et au nord-est à la ditte rivière Rouge; la ditte portion de terre faisant partie d'une concession faite au dit Isidore Chene par les sauvages Poutoutamies, tel que la ditte part et portion de terre se poursuit et comporte, et tout le terrain qui pourra se trouver depuis la ligne du dit Toussaint et Gabriel Chene, en descendant, en droite ligne, jusqu'à la rivière du Detroit, sans par le dit Isidore Chene aucune exception ni reserve.

Et en contre-échange, le dit François de Jonquière, Sieur de Chabert, a donné, cédé, et transporté au dit titre, au dit Isidore Chene, acceptant pour lui, ses hoirs, et ayant cause, tout le terrain et espace de terre sise et située au nord de la rivière du Detroit, qui se trouve être, et qui peut rester, entre la ligne de Joseph Bourdeaux, et de celle de Baptiste Reaume, bornée par devant à la ditte rivière du Detroit, et par derrière aux terres de Messrs. Baby et Macomb; tel que le dit espace de terre se poursuit et comporte de toutes parts, sans par le dit Sieur de Chabert en rien excepter, réserver, ni retenir.

Au moyen de quoy, et de ce que dessus, les dites parties se sont mutuellement transporté, l'un à l'autre, tous et tels droits de propriété, noms, raisons, actions, qu'ils pourraient avoir et prétendre en et sur les dites portions de terre échangées, sans autres garanties que de leurs faits seulement, dont ils se dessaisissent, pour et au profit l'un de l'autre, ses hoirs, et ayant cause, voulant et entendant, en vertu des présentes, qu'il en demeure saisi, revetu, et mis en bonne possession et seigneurie, ainsy et par qu'il appartiendra.

Et pour l'exécution des présentes, les dites parties ont fait élection de leur domicile, chacun en sa demeure, paroisse de Ste. Anne, du Detroit, auquel lieu, et non obstant, &c. &c. Fait et passé au dit Detroit, l'an mil sept cent quatre-vingt-neuf, et le ving-huit du mois de Décembre, et les dites parties ont signé, après lecture faite, en présence de François Pepin et Alexis Delille, qui ont signé comme témoins.

ISIDORE CHENE,
CHEVALIER DE CHABERT.

FRANÇOIS PEPIN,
ALEXIS DELILLE.

GUILLAUME MONFORTON, Not. Pub.

Enregistré au Greffe du Detroit, p. 498, 499, par moi,

GUILLAUME MONFORTON, N. P.

And thereupon it doth appear to the commissioners that the claimant is not entitled to the above described tract of land; and that, therefore, his claim be rejected.

The Board reconsidered the claim of John Askin, (No. 233,) which was postponed on the 12th July, 1808.

And thereupon it doth appear to the commissioners that this tract of land is not within their district.

And then the Board adjourned to Wednesday next, at nine in the forenoon.

WEDNESDAY, December 13, 1809.

The Board met at nine in the forenoon, pursuant to adjournment.

The Board reconsidered the claim of the widow and heirs of Jean Baptiste Suzor, deceased, (No. 349,) which was entered by François Robert, and was postponed on the 15th November, 1808.

Whereupon, it doth appear to the commissioners that the widow and heirs of Jean Baptiste Suzor, deceased, are entitled to the said tract of land, and that they have a certificate thereof, which certificate shall be No. 349; and that they cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

The Board reconsidered the claim of François Valliquet, (No. 380,) which was postponed on the 21st November, 1808.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 380; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

The Board reconsidered the claim of Jacques and François Lasselle, as administrators of Joseph Hyrague, deceased, (No. 382,) which was postponed the 21st November, 1808.

The claimants, in support of this claim, exhibited a letter of administration, which was read in the words and figures following, to wit:

TERRITORY OF THE UNITED STATES northwest of the river Ohio, Wayne County, &c.

Whereas, Joseph Hyrague, late of Sargent township, trader, deceased, made his last will and testament the 3d day of March last, and therein nominated and appointed his executor Jacques Ganier, of the same place, yeoman; and whereas, on the 16th day of May last, the said Jacques Ganier came before me, and declared that he would not act as executor, as he thought himself incapable; now know ye, that, by virtue of the power in me vested, as judge of probate, and in conformity to the law in such case made and provided, I have granted, and by these presents do grant, unto Jacques and François Lasselle, of Detroit township, merchants and co-partners, power and authority of administrators to the estate of the said Joseph Hyrague, and therein do and fulfil the duties in every particular, as administrators, according to law: a true inventory to be made and returned into the said court of probate, at Detroit, in the county of Wayne aforesaid, on the first Monday in September next.

Witness my hand and seal, at Detroit, this 16th day of May, A. D. 1801.

PETER AUDRAIN, Judge of Probate.

And thereupon it doth appear to the commissioners that the said Jacques and François Lasselle are, as administrators, entitled to the said tract of land, and that they have a certificate thereof, which certificate shall be No. 382; and that they cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

The Board reconsidered the claim of Solomon Sibley, Esq. (No. 412,) which was postponed on the 2d day of December, 1808.

And thereupon it doth appear to the commissioners that the claimant is not entitled to the said tract of land; and that, therefore, his claim be rejected.

The Board reconsidered the claim of James May, Esq. (No. 426,) which was postponed on the 2d day of December, 1808.

And thereupon it doth appear to the commissioners that the claimant is not entitled to the said tract of land; and that, therefore, his claim be rejected.

The Board reconsidered the claim of André Lamarre, (No. 439,) which was postponed on the 6th December, 1808.

And thereupon it doth appear to the commissioners that the claimant is entitled to the said tract of land, and that he have a certificate thereof, which certificate shall be No. 439; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

The Board reconsidered the claim of James McGill, (No. 486,) which was postponed on the 12th December, 1808.

And thereupon it doth appear to the commissioners that the claimant is entitled to the said tract of land, and that he have a certificate thereof, which certificate shall be No. 486; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

The Board reconsidered the claim of James McGill, (No. 487,) which was postponed on the 12th December, 1808.

And thereupon it doth appear to the commissioners that the claimant is not entitled to the said tract of land; and that, therefore, his claim be rejected.

The Board reconsidered the claim of François Mouton, (No. 514,) which was postponed on the 15th December, 1808.

The claimant, in support of his claim, exhibited a deed of conveyance, which was read in the words and figures following, to wit:

TERRITOIRE DE MICHIGAN, District d'Erie:

Par devant les témoins soussignés fut présent Amable Bellair, du district d'Erie, lequel a reconnu que dans l'année mil huit cent cinq, il avait vendu, cédé, et transporté à François Mouton, du district d'Erie, tous ses droits et prétentions à une certaine terre, ou plantation, sise et située à la rivière aux Raisins, sur le côté nord de la dite rivière, contenant six arpents de front sur cent de profondeur, bornée par devant par la dite rivière aux Raisins, par derrière par des terres non concédées, en bas par William Knaggs, et en haut par des terres vacantes, ensemble tous les bâtimens susconstruits, et tous les améliorments faits sur la dite terre, sans en rien réserver, excepter, ni retenir.

Le dit Amable Bellair reconnoit avoir reçu pleine et entière satisfaction du dit François Mouton pour la susdite vente, cession, et transport, et entend que le dit François Mouton en rester en bonne possession et seigneurie, et en obtient un certificat des Commissaires du Bureau des Terres au Detroit.

Fait et passé, le 28ème jour d'Avril, 1809; et le dit Amable Bellair a signé et scellé, après lecture faite.

AMABLE BELLAIR, sa x marque. [L. s.]

Scellé et délivré en présence de

LAURENT DUROCHER,
P. LAGOTERIE.

Acknowledged before me, a Justice of the Peace of the territory of Michigan, for the district of Erie, as their act and deed for the purposes therein contained. In testimony whereof, I have hereunto set my hand at fort Miami, September 14, 1809.

JOS. BEAUGRAND. J. P. D. E.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 514; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to Friday next, at nine in the forenoon.

The Board met at nine in the forenoon, pursuant to adjournment.

FRIDAY, December 15, 1869.

No. 666. **PIERRE BONOME.**—The Board took into consideration the claim of Pierre Bonome to a tract of land, situate on the river à Dulu; and the notice by him filed 31st December, 1868, was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, December 31, 1868.

Take notice that I claim title to a tract of land, situate on the river à Dulu, containing eight arpents in front by forty in depth, bounded in front by river à Dulu, in rear by unconceded lands, on one side by lands claimed by my brother, François Bonome, and on the other side by unlocated lands. I claim by virtue of possession, occupancy, and improvements made by me.

PIERRE BONOME.

This tract contains, and is bounded, as in the above notice.

Whereupon, Joseph Moras was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to and on the 1st July, 1796, the late Antoine Moras, father to the deponent, was in possession and occupancy of the premises, and continued a year or two after, when he sold to the claimant; the deponent not having been on the premises every year, cannot say whether the claimant has cultivated the same, but has heard that he has.—Postponed.

The Board reconsidered the claim of the widow and heirs of the late Godfrey Corbus, (No. 661,) which was postponed on the 21st October last.

And thereupon it doth appear to the commissioners that the claimants are entitled to the said tract of land, and that they have a certificate thereof, which certificate shall be No. 661; and that they cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

The Board reconsidered the claim of the heirs of François Paul Campeau, deceased, (No. 607,) which was postponed on the 27th January last.

And thereupon it doth appear to the commissioners that the claimants are not entitled to the said tract of land; and that, therefore, their claim be rejected.

The Board reconsidered the claim of Joseph Drouillard (No. 608,) which was postponed on the 27th January last.

And thereupon it doth appear to the commissioners that the claimant is not entitled to the said tract of land; and that, therefore, his claim be rejected.

The Board reconsidered the claim of Pierre Yax, (No. 627,) which was postponed 2d of March, 1869.

And thereupon it doth appear to the commissioners that the claimant is entitled to the said tract of land, and that he have a certificate thereof, which certificate shall be No. 627; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

The Board reconsidered the claim of Christian Clemens, Esq. (No. 629,) which was postponed on the 17th March last.—Postponed.

The Board reconsidered the claim of Francis Fontenoy, (No. 642,) which was postponed on the 1st May last.

And thereupon it doth appear to the commissioners that the claimant is not entitled to the said tract of land, and that, therefore, his claim be rejected.

The Board reconsidered the claim of Richard Pollard, Esq. (No. 658,) which was postponed on the 8th September last.

And thereupon it doth appear to the commissioners that the claimant is entitled to the said tract of land, and that he have a certificate thereof, which certificate shall be No. 658; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

The Board reconsidered the claim of James Cissne, (No. 664,) which was postponed on the 23d October last.

And thereupon it doth appear to the commissioners that the claimant is not entitled to the said tract of land; and that, therefore, his claim be rejected.

And then the Board adjourned to Monday next, at nine in the forenoon.

MONDAY, December 18, 1869.

The Board met at nine in the forenoon, pursuant to adjournment.

The Board reconsidered the claim of Jean Baptiste Jereau, (No. 571,) which was postponed on the 28th December, 1868.

And thereupon it doth appear to the commissioners that the claimant is entitled to one undivided half of a tract of ground, containing one hundred and ninety-two acres and thirty-nine one hundredths of an acre, situate on the north side of river Raisins, bounded in front by said river, in rear by Mason's Run, above by lands of the claimant, and below by lands of George Meldrum; and that he have a certificate thereof, which certificate shall be No. 571; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

The Board reconsidered the claim of George McDougall, (No. 653,) which was postponed on the 13th July.

And thereupon it doth appear that the claimant is entitled to one undivided half of a tract of land, containing one hundred and ninety-two acres and thirty-nine one hundredths of an acre, situate on the north side of river Raisins, bounded in front by said river, in rear by Mason's Run, above by lands of Jean Baptiste Jereau, and below by lands of George Meldrum; and that he have a certificate thereof, which certificate shall be No. 653; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to Wednesday next, at nine in the forenoon.

WEDNESDAY, December 20, 1869.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Friday next, at nine in the forenoon.

FRIDAY, December 22, 1869.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Monday next, at nine in the forenoon.

MONDAY, December 25, 1869.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Wednesday next, at nine in the forenoon.

WEDNESDAY, December 27, 1869.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Friday next, at nine in the forenoon.

FRIDAY, December 29, 1869.

The Board met at nine in the forenoon, pursuant to adjournment.

No. 667. **GABRIEL GODFREY, Sen.**—The Board took into consideration the claim of Gabriel Godfrey, senior, to a tract of land, situate on river Rouge, which was entered by John Shaw with former Commissioners of the Land Office at Detroit, in vol. 2, page 61, under the date of February 18, 1865.

This tract contains, by estimation, eighty acres, it being two acres in front by forty in depth, bounded in front by river Rouge, on one side by Charles Chovin, and on the other by Isaac Ganier.

Whereupon, James May, Esq. was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, on the 1st July, 1796, Robert Gouie was in possession and occupancy of the premises, and continued so until he sold to John Shaw, from whom the claimant has purchased, who has ever since caused the same to be cultivated.

The claimant, in support of his claim, exhibited a deed of conveyance, which was read in the words and figures following, to wit:

This indenture, made at Detroit the 2d day of July, in the year of our Lord 1806, between John Shaw, of river Rouge, in the district of Detroit, of the one part, and Gabriel Godfroy, of the same district, merchant, of the other part, witnesseth, that the said John Shaw, for and in consideration of the sum of eighty pounds, New York currency, equal to two hundred dollars, lawful money of the United States of America, to him in hand well and truly paid on or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, conveyed, and confirmed, and by these presents does grant, bargain, sell, convey, and confirm, unto the said Gabriel Godfroy, his heirs and assigns, two acres of land, situate, lying, and being on the river Rouge, by forty acres in depth, bounded in front by the said river Rouge, on one side by Charles Chovin, and on the other side by Isaac Ganiery; together with all the buildings thereon erected, and the crop now in the ground, and all the appurtenances thereunto belonging, or in anywise appertaining, and also all the estate, right, title, and demand of him, the said John Shaw, of, in, and to any and every part and parcel thereof: to have and to hold the above premises, with the appurtenances, unto him, the said Gabriel Godfroy, his heirs and assigns, forever. And the said John Shaw, for himself and his heirs, the said premises above described and granted, and every part thereof, against him and his heirs, and against all and every other person or persons whatsoever, (the Government of the United States of America excepted) to the said Gabriel Godfroy, his heirs and assigns, shall and will warrant and forever defend by these presents. In witness whereof, the parties to these presents have hereunto set their hands, and affixed their seals, at Detroit aforesaid, the day and year first above written.

JOHN SHAW. [L. s.]
G. GODFROY. [L. s.]

Sealed and delivered in the presence of

JOSEPH VOYER, Jun.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 667; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

The Board reconsidered the claim of Batiste Socier, (No. 630,) which was postponed on the twenty-second day of March.

And thereupon it doth appear to the commissioners that the claimant is entitled to the said described tract of land, and that he have a certificate thereof, which certificate shall be No. 630; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 668. JOHN ASKIN, for WILLIAM ANCRAM.—The Board took into consideration the claim of Major William Ancram to a tract of land, situate on the river Huron of lake St. Clair, which was entered with the former Commissioners of the Land Office at Detroit, in volume 4, page 77, under the date of January 31, 1806.

Whereupon, Robert Dowler was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, in the year 1786, the deponent rented of Mr. Askin part of this tract, and cultivated about sixteen acres thereof during near two years; that, when he left it, John Cornwall was living on it as agent for Mr. Askin, and had resided there some time before. The deponent further saith, that more than forty acres were under cultivation by several tenants of said Askin; that there were a number of cabins erected on the premises by the Moravian ministers and their Indians.—Postponed.

And then the Board adjourned to Monday next, at nine in the forenoon.

REUBEN ATTWATER,
PETER AUDRAIN,
JAMES ABBOTT.

DETROIT, June 28, 1811.

No. 20.

Transcript of the proceedings of the Commissioners of the Land Office at Detroit, from the 1st day of January to the 30th day of March, 1810, inclusively.

MONDAY, January 1, 1810.

The Board met at nine in the forenoon, pursuant to adjournment.

No. 669. THE LEGAL HEIRS OF JEAN BATISTE DESPLAINES, deceased.—The Board took into consideration the claim of the heirs of Jean Batiste Desplaines, deceased, to a tract of land, situate on river Rouge, which was entered with the former Commissioners of the Land Office at Detroit, in volume 1, page 157, under the date of January 21, 1805.

This tract contains three arpents in front, extending in depth to the line of St. Cosme, bounded in front by river Rouge, on one side by lands of Cattin, and on the other side by lands of Francis Chovin.

Whereupon, John Dicks was brought forward as a witness in behalf of the claimants, who, being duly sworn, deposed and said, that, on the 1st July, 1796, the late Jean Batiste Desplaines was in possession and occupancy of the premises, and continued so until he died; since which time, the heirs of said Jean Batiste Desplaines have occupied and cultivated the same.

And thereupon it doth appear to the commissioners that the claimants are entitled to the above described tract of land, and that they have a certificate thereof, which certificate shall be No. 669; and that they cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to Wednesday next, at nine in the forenoon.

WEDNESDAY, January 3, 1810.

The Board met at nine in the forenoon, pursuant to adjournment.

The Board reconsidered the claim of Samuel Ewings, (No. 578,) which was postponed the 28th December last. Whereupon, James Lasselle was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, on the 1st July, 1796, the premises were occupied by clerks of Messrs. Leith and Duff; that, in the winter following, Randal McDonald lived thereon, as a clerk of said Leith and Duff; that, afterwards John Anderson lived on the premises; that about one hundred arpents are now under cultivation; and that from the appearances, part of the enclosures had been erected six or seven years ago, and part three or four years ago.—Postponed.

The Board reconsidered the claim of Thomas Forsyth, (No. 519,) which was postponed the 20th February last. Whereupon, William Forsyth was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, from the 1st July, 1796, until 1801, he had the premises in charge, and caused part of them to be cultivated; in that year the deponent moved from Grosse Pointe, and left the premises in charge of his tenants, Hugh McVay and others; that part of this tract is now cultivated, and seeded in wheat; and that a crop of wheat and Indian corn was taken last summer off that tract.—Postponed.

No. 670. ROBERT GOUIE.—The Board took into consideration the claim of Robert Gouie to a tract of land, situate on river Rouge; and the notice by him filed the 17th of November, 1808, was read in the words and figures following, to wit:

To the Register of the United States' Land Office at Detroit.

Sir:

DETROIT, September 14, 1808.

Mr. Robert Gouie, late of Detroit, hereby makes entry and claims title to a tract of land, situate and lying on the west side of the river Rouge, being three acres, or arpents, in front, and extending back, in a northerly course, till it strikes land of one Fleming; supposed to contain six hundred and forty acres, more or less, and designated No. 2, and bounded on the lower side by lot No. 1, late the property of Joseph Lorain; running, a northerly course, to the lands of Fleming, and bounded by said lands, three acres, to lot No. 3; thence, a southerly course, to the place of beginning; which said described tract of land lately belonged to Thomas Cox: sets up title and claim to the said last described tract of land, under deed of sale made by Lewis Bond, Esq., late sheriff of Wayne county, bearing date December 27, 1798; claims by occupancy, possession, and improvements in himself, and those under whom he claims and derives title.

FOR ROBERT GOUIE,

SOL. SIBLEY, Attorney.

This tract contains, and is bounded, as in the above notice,

Whereupon, John Dicks was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, on the 1st of July, 1796, Thomas Cox was in possession and occupancy of the premises, and continued so until this tract was seized and sold by the sheriff of Wayne county, from whom the claimant purchased at public vendue; that there was a house on the premises in 1796, which was burnt about six years ago; that, for these seven or eight years, Durocher and Lorain have raised grain on the premises.—Postponed.

And then the Board adjourned to Friday next, at nine in the forenoon.

FRIDAY, January 5, 1810.

The Board met at nine in the forenoon, pursuant to adjournment.

The Board reconsidered the claim of Jacques Lasselle, (No. 507,) which was postponed 14th December, 1808. The claimant proved that his deed, in support of this claim, was entered and registered by the former Commissioners of the Land Office at Detroit.

And thereupon it doth appear to the commissioners that the claimant is entitled to the said described tract of land, and that he have a certificate thereof, which certificate shall be No. 507; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 671. JONATHAN NELSON.—The Board took into consideration the claim of Jonathan Nelson, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 272, under the date of the 2d February, 1805.

This tract contains, by estimation, — arpents, it being four arpents in front, extending in depth to the line of St. Cosme's lands.—Postponed.

The Board reconsidered the claim of Christian Clemens, Esq. (No. 626,) which was postponed on the 7th day of March last.

The claimant, in support of his claim, exhibited an instrument of writing, which was read in the words and figures following, to wit:

I do hereby certify that I am authorized, on the part of John Askin, Jun. to release to Christian Clemens all his right and interest to a tract of land, lying on the north side of the river Huron, in the district of Huron, which is situate and lying between the farm on which the said Christian Clemens now lives, on the upper side, and the tract of land that has been confirmed to the said John Askin, Jun., on the lower side, as by his certificate, No. 172, will appear; and I do hereby release the interest of the said John Askin, Jun. in the said tract of land to the said Christian Clemens; provided, that this release is not to affect the tract already confirmed to the said John Askin, Jun.

FOR JOHN ASKIN, JUN.

E. BRUSH, Attorney.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 626; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to Monday next, at nine in the forenoon.

MONDAY, January 8, 1810.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Wednesday next, at nine in the forenoon.

WEDNESDAY, January 10, 1810.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Friday next, at nine in the forenoon.

FRIDAY, January 12, 1810.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Monday next, at nine in the forenoon.

MONDAY, January 15, 1810.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Wednesday next, at nine in the forenoon.

WEDNESDAY, January 17, 1810.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Friday next, at nine in the forenoon.

FRIDAY, January 19, 1810.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Monday next, at nine in the forenoon.

MONDAY, January 22, 1810.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Wednesday next, at nine in the forenoon.

WEDNESDAY, January 24, 1810.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Friday next, at nine in the forenoon.

FRIDAY, January 26, 1810.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Monday next, at nine in the forenoon.

MONDAY, January 29, 1810.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Wednesday next, at nine in the forenoon.

WEDNESDAY, January 31, 1810.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Friday next, at nine in the forenoon.

FRIDAY, February 2, 1808.

The Board met at nine in the forenoon, pursuant to adjournment.

No. 672. JEAN BAPTISTE LASSELLE.—The Board took into consideration the claim of Jean Baptiste Lasselie, which was entered for the claimant by George McDougall, on the 28th day of October, 1805, with the former Commissioners of the Land Office at Detroit.

This tract is situated on the north side of river Raisins, and contains, by estimation, three hundred and sixty acres, it being nine acres in front by forty in depth, is bounded in front by river Raisins, in rear and on the west by unlocated lands, and on the east by lands claimed by George McDougall.

Whereupon, Antoine Boulard was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that the claimant was, on the 1st July, 1796, in possession of the premises, and has caused part of the same to be cultivated every year to this day; that there is on the premises a cabin, and about two arpents cultivated and enclosed.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 672; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 673. WHITMORE KNAGGS.—The Board took into consideration the claim of Whitmore Knaggs, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 2, page 262, under the date of 1st March, 1805.

This tract is situate on the south side of river Raisins, contains six acres in front by one hundred in depth, is bounded in front by said river, in rear by unlocated lands, below by lands claimed by Pierre Solo, and above by unlocated lands.

Whereupon, Antoine Boulard was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, on the 1st July, 1796, the claimant was in possession of the premises, and caused part of the same to be cultivated, and the fence kept up ever since; that there are about fifteen acres under cultivation.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 673; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 674. JOHN GILES.—The Board took into consideration the claim of John Giles, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 2, page 35, under the date of 13th February, 1805.

This tract is situate on the south border of river Raisins, and contains, by estimation, four hundred and eighty acres, it being four acres in front by one hundred and twenty in depth, bounded in front by river Raisins, in rear by unlocated lands, west by lands of Israel Ruland, and east by other lands of Israel Ruland.

Whereupon, Antoine Boulard was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, on the 1st July, 1796, Joseph Chene was in possession of the premises, and continued so until he sold to Israel Ruland, who sold to Ebenezer Allen, (as the deponent understood,) from whom the claimant has purchased; that part of the premises has always been cultivated by the Indians with the permission of Israel Ruland; that five or six arpents are in cultivation in different parts of the tract, and are enclosed.

Israel Ruland, being present, was also sworn, deposed and said, that one Guernon, about eight or nine years ago, cultivated part of the premises with the permission of the deponent, and continued some time; that he, the deponent, while he was owner, gave the Indians leave to cultivate part of this tract, and afterwards, being agent to Ebenezer Allen, he continued the same permission to the Indians, who raised their corn thereon almost every year, and have engaged to deliver up the premises to the owner when requested.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 674; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 675. IGNACE BOUCHARD.—The Board took into consideration the claim of Ignace Bouchard to a tract of land, situate on the north border of river Raisins; and the notice by him filed on the 30th December, 1808, was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, December 30, 1808.

Please take notice that I claim title to a tract of land, situate, lying, and being on the north border of river Raisins, containing four hundred and eighty arpents, it being four arpents in front by one hundred and twenty in depth, bounded in front by said river, and in rear by unlocated lands, on the upper side by lands claimed by Sally Dormond, and on the lower side by lands claimed by the heirs of Alexis Campeau. I claim title by virtue of possession, occupancy, and improvements made by me or those from whom I derive title.

FOR IGNACE BOUCHARD,
LAMBERT LAFOY.

This tract contains, and is bounded, as in the above notice.

Whereupon, Israel Ruland was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, on the 1st July, 1796, he, the deponent, was in possession and occupancy of the premises, and continued so until he sold to the claimant, who has possessed and cultivated the same to this day without any interruption.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 675; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

The Board reconsidered the claim of Giles Barnes, (No. 429,) which was postponed on the 2d December, 1808.

Whereupon, Antoine Boulard was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, by being present when the surveyor run the line between Mrs. Rebecca Knaggs and the claimant, he was convinced that about one-half of an arpent in width by three and a half in depth, which had been enclosed and cultivated by Mrs. Knaggs, was part of the tract now claimed by said Giles Barnes.—Postponed.

And then the Board adjourned to Monday next, at nine in the forenoon.

MONDAY, February 5, 1810.

The Board met at nine in the forenoon, pursuant to adjournment.

No. 676. JAMES BABY, Esq. (1st claim.)—The Board took into consideration the claim of James Baby to a tract of land, situate on river St. Clair; and the notice by him filed on the 26th December, 1808, was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, December 26, 1808.

Take notice that I claim eight acres of land on each side of my saw-mill, situate on river à Gervais, by forty in depth, bounded in front by river St. Clair, and on the three other sides by unlocated lands.

And also sixteen acres in front by forty in depth, bounded in front by the river St. Clair, on the upper side by the river à Dulu, and on the other side, and in rear, by unlocated lands.

J. BABY.

This tract contains, and is bounded, as in the above notice.

Whereupon, George Meldrum was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, more than twenty years ago, a saw-mill was erected on the premises; that, since the 1st July, 1796, the claimant has generally kept tenants thereon; that *Nigig*, an Indian chief, has lived on the premises, as tenant, about six years, until he died last year, and that the saw-mill is still standing thereon.—Postponed.

No. 677. JAMES BABY, Esq. (2d claim).—The Board took into consideration the second claim of James Baby, contained in the notice of the foregoing number, to a tract of land, situate on the river St. Clair.

This tract contains six hundred and forty acres, it being sixteen acres in front by forty in depth, bounded in front by river St. Clair, on the upper side by river à Dulu, on the lower side and in rear by unlocated lands.

Whereupon, François Rivard was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, many years previous to the 1st July, 1796, the claimant was in possession of the premises; that he, the deponent, lived on the premises in the years 1795 and 1796, as tenant to the claimant.—Postponed.

No. 678. THE WIDOW AND HEIRS OF ANTOINE BOYER, deceased.—The Board took into consideration the claim of the widow and heirs of Antoine Boyer, deceased, to a tract of land, situate on river Detroit; and the notice by them filed on the 30th November, 1808, was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, November 30, 1808.

Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim to a tract of land, situate on river Detroit, on which I now live, containing four arpents in front by forty in depth, bounded in front by river Detroit, in rear by unlocated lands, on one side by Louis Chapoton, and on the other side by François Paul Malcher. I claim and set up title by virtue of possession, occupancy, and improvements made by me or those from whom I derive title.

CECILE BOYER, her \times mark.

For herself and her children.

Witness, PETER AUDRAIN.

This tract contains, and is bounded, as in the above notice.

Whereupon, George Meldrum was brought forward as a witness in behalf of the claimants, who, being duly sworn, deposed and said, that, on the 1st July, 1796, the late Antoine Boyer, deceased, was in possession and occupancy of the premises, and continued so until he died; since which time, the widow and her children have possessed and cultivated the same to this day.

And thereupon it doth appear to the commissioners that the claimants are entitled to the above described tract of land, and that they have a certificate thereof, which certificate shall be No. 678; and that they cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 679. ANTOINE CHAPOTON.—The Board took into consideration the claim of Antoine Chapoton to a tract of land, situate on river Detroit; and the notice by him filed on the 28th December, 1808, was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, December 28, 1808.

Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim, as grantee of Jean Baptiste Chapoton, my father, to a tract of land, situate on river Detroit, containing three arpents in front by eighty in depth, bounded in front by river Detroit, in rear by unlocated lands, northeast by François Rivard, and southwest by lands of the late Colonel Hamtramck. I claim by virtue of possession, occupancy, and improvements made by me or those from whom I derive title.

ANTOINE CHAPOTON, his \times mark.

Witness, PETER AUDRAIN.

This tract contains, and is bounded, as in the above notice.

Whereupon, François Rivard was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, on the 1st July, 1796, Jean Baptiste Chapoton was in possession and occupancy of the premises, and continued so until he sold to the claimant, who has caused the same to be cultivated every year to this day.

The claimant, in support of his claim, exhibited a deed in the words and figures following, to wit:

TERRITOIRE DE MICHIGAN, District du Detroit:

Par devant les témoins soussignés fut présent Jean Baptiste Chapoton, père, du district du Detroit, dans le territoire de Michigan, lequel reconnoît, par ces présentes, qu'en considération de l'amitié qu'il porte à son fils, Antoine Chapoton, il lui a donné et abandonné, dès à présent et à toujours, tous ses biens réels et personnels, présents et à venir, et particulièrement la terre sur laquelle il demeure à présent, sise et située à la côte du nord-est, dans la paroisse de Ste. Anne, dans le district du Detroit, et territoire de Michigan, contenant trois arpents de front sur quatre-vingt de profondeur, bornée par devant par la rivière du Detroit, et par derrière par les terres non concédées, au nord-est par François Rivard, et au sud-ouest par la terre du défunt Colonel Hamtramck, ensemble maison, grange, verger, clôtures, &c. sans en rien réserver ni retenir.

Cette donation et abandon ainsi fait aux clauses et conditions suivantes, savoir: que le dit donataire payera à Monsieur George Meldrum le montant d'une hypothèque qu'il a sur la dite terre, avec l'intérêt qui peut être dû, et que en outre le dit Antoine Chapoton aura soin de son père pendant sa vie naturelle; c'est à dire, qu'il le logera, le nourrira, et l'habillera d'une manière décente, suivant son état, et le traitera avec le respect dû par un fils à son père, tant en santé qu'en maladie; et qu'en cas de maladie, et il fera soigner, comme il convient; et qu'après sa mort, il le fera inhumer d'une manière décente, et lui fera dire les prières usitées en pareil cas.

Et le dit Antoine Chapoton, donataire, agréé et s'oblige de remplir envers son père toutes les clauses et conditions mentionnées en l'autre part, sous peine de nullité des présentes.

Fait et passé au Detroit, le 14ème jour du mois de Juillet, mil huit cent huit; et les parties ont signé et scellé, en présence de témoins, après lecture faite des présentes.

JEAN BATISTE CHAPOTON. [L. s.]

ANTOINE CHAPOTON, sa \times marque. [L. s.]

Signé, scellé, et délivré, en présence de

BENOIT CHAPOTON,
LOUIS CHAPOTON,
FRANÇOIS RIVARD,

JOHN TUCKER,
JOSEPH TUCKER.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 679; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to Wednesday next, at nine o'clock in the forenoon.

WEDNESDAY, February 7, 1810.

The Board met at nine o'clock in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Friday next, at nine o'clock in the forenoon.

FRIDAY, February 9, 1810.
The Board met at nine o'clock in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Monday next, at nine o'clock in the forenoon.

MONDAY, February 12, 1810.
The Board met at nine o'clock in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Wednesday next, at nine o'clock in the forenoon.

WEDNESDAY, February 14, 1810.
The Board met at nine o'clock in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Saturday next, at nine o'clock in the forenoon.

SATURDAY, February 17, 1810.
The Board met at nine o'clock in the forenoon, pursuant to adjournment.

No. 680. THE CHILDREN OF GABRIEL GODFROY.—The Board took into consideration the claim of the children of Gabriel Godfroy to a tract of land, situate on river Huron, of lake Erie; and the notice filed by Gabriel Godfroy in their behalf, on the 31st day of December, 1808, was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR: DETROIT, December 31, 1808.

Take notice that I claim, in behalf of my children, Susanne Godfroy, Pierre Godfroy, François Godfroy, Mari-
anne Godfroy, and Jacques Godfroy, and such other children as may be born after this day, a tract of land, situate
on river Huron, of lake Erie, containing ten acres in front by sixty in depth, bounded in front by said river Huron,
in rear by unlocated lands, above by lands of François Pepin, and below by unconceded lands. I claim by virtue
of possession, occupancy, and improvements made thereon.

For my abovenamed children,

G. GODFROY.

This tract contains, and is bounded, as in the above notice.

Whereupon, Francis Regis was brought forward as a witness in behalf of the claimants, who, being duly sworn,
deposed and said, that, previous to the 1st July, 1796, Gabriel Godfroy was in possession and occupancy of the pre-
mises, and has caused part of the said premises to be cultivated every year to this day; that a large orchard is planted
thereon, and about ten arpents are under cultivation.

And thereupon it doth appear to the commissioners that the claimants are entitled to the above described tract
of land, and that they have a certificate thereof, which certificate shall be No. 680; and that they cause the same to
be surveyed; and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of
the Land Office at Detroit.

No. 681. FRANÇOIS PEPIN.—The Board took into consideration the claim of François Pepin to a tract of land,
situate on river Huron, of lake Erie, and the notice filed in his behalf by Gabriel Godfroy, on the 31st December,
1808, was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR: DETROIT, December 31, 1808.

Take notice that I claim title to a tract of land situate on river Huron of lake Erie, containing ten acres in
front by sixty in depth, bounded in front by said river Huron, in rear by unlocated lands, above by lands of Gabriel
Godfroy, Sen., and below by lands claimed by the children of Gabriel Godfroy. I claim by virtue of possession,
occupancy, and improvements made thereon.

FOR FRANÇOIS PEPIN,

G. GODFROY.

This tract contains, and is bounded, as in the above notice.

Whereupon, Francis Regis was brought forward as a witness in behalf of the claimant, who, being duly sworn,
deposed and said, that, previous to the 1st July, 1796, Gabriel Godfroy was in possession and had the premises in
charge for the claimant; that part of the premises have been cultivated every year to this day; that an orchard is
planted thereon, and about ten arpents are under cultivation.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of
land, and that he have a certificate thereof, which certificate shall be No. 681; and that he cause the same to be
surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the
Land Office at Detroit.

And then the Board adjourned to Monday next, at nine o'clock in the forenoon.

MONDAY, February 19, 1810.

The Board met at nine o'clock in the forenoon, pursuant to adjournment; and, there being no business, adjourned
to Wednesday next, at nine o'clock in the forenoon.

WEDNESDAY, February 21, 1810.

The Board met at nine o'clock in the forenoon, pursuant to adjournment; and, there being no business, adjourned
to Friday next, at nine o'clock in the forenoon.

FRIDAY, February 23, 1810.

The Board met at nine o'clock in the forenoon, pursuant to adjournment; and, there being no business, adjourned
to Monday next, at nine o'clock in the forenoon.

MONDAY, February 26, 1810.

The Board met at nine o'clock in the forenoon, pursuant to adjournment.

No. 682. GODFROY and BEAUGRAND.—The Board took into consideration the claim of Gabriel Godfroy and Jean
Batiste Beaugrand to a tract of land, situate on the Miami river, and the notice filed by Gabriel Godfroy, the 31st
December, 1808, was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR: DETROIT, December 31, 1808.

Please take notice that I claim title to a tract of land, situate, lying, and being on the west side of river Miami,
containing, by estimation, six hundred and forty acres, it being ten acres in front by sixty-four acres in depth,
bounded in front by said river, and in rear by unlocated lands, on the lower side by lands of Valliquet, and on the
upper side by lands of the United States. I claim title by virtue of possession, occupancy, and improvements made
by me or by those from whom I derive title.

FOR GODFROY and BEAUGRAND,

G. GODFROY.

This tract contains, and is bounded, as in the above notice.

Whereupon, Israel Ruland was brought forward as a witness in behalf of the claimant, who, being duly sworn,
deposed and said, that, in the years 1793 and 1794, Beaugrand and Rouleau lived on the premises; that, in 1795 or
1796, (the buildings having been destroyed by General Wayne's army in 1794) Beaugrand went on the premises
back again, and built thereon several cabins; there was on the premises a garden and a cornfield; that the premises
have been occupied by himself or his men ever since; that about two or three acres are under cultivation. The
deponent further said, that this tract was bounded by a locust tree or a small run on one side, and by vacant land on
the other side.

Antoine Boulard, another witness, being sworn, deposed and said, that Beaugrand and Rouleau lived on the premises in 1794; that there was thereon a house, a shop, and a store house, which were destroyed, as the deponent understood, by General Wayne's army; that in 1796 the claimants erected new buildings on the premises, and have always kept somebody thereon; that about five years ago there were about three or four arpents under cultivation.

And thereupon it doth appear to the commissioners that the claimants are entitled to the above described tract of land, and that they have a certificate thereof, which certificate shall be No. 692; and that they cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 683. ISRAEL RULAND.—The Board took into consideration the claim of Israel Ruland to a tract of land, situate on the south side of river Raisins, and the notice by him filed the 20th December, 1808, was read in the words and figures following, to wit:

To PETER AUDRAIN, Esq. *Register of the Land Office at Detroit.*

SIR:

DETROIT, December 20, 1808.

Please to take notice that I now make entry of my land, situate, lying, and being on the southerly side of river Raisins, in the district of Erie, territory of Michigan, consisting of six arpents in front, bounded by said river, and extending back to the distance of one hundred arpents; bounded on the east by lands formerly claimed by Lewis Gornau, on the west by uncultivated lands, and in rear by the United States lands; which I claim by virtue of purchase from William Knaggs, and improvements.

ISRAEL RULAND.

This tract contains, and is bounded, as in the above notice.

Whereupon Antoine Boulard was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, on the 1st July, 1796, William Knaggs possessed and cultivated the premises, and continued so until he exchanged with the claimant; that, from the time the exchange was made until three or four years ago, the said William Knaggs continued to cultivate part of the premises for the claimant, and that, since that time to this day, the premises have been cultivated by the Indians with the consent of the claimant; that there is one arpent and a half in front by six in depth under cultivation.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 683; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 684. GABRIEL GODFREY.—The Board took into consideration the claim of Gabriel Godfrey to a tract of land, situate on the north side of river Raisins, which was entered with the former Commissioners of the Land Office at Detroit, vol. 1. page 181, under the date of 26th January, 1805.

This tract contains, by estimation, one hundred and ninety-six acres and six one-hundredths of an acre, bounded in front by river Raisins, and on both sides by Jean Batiste Jercaume.

Whereupon, Israel Ruland was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, on the 1st July, 1796, Couture and Mason were in possession and cultivated the premises, and continued so until they sold to the claimant, who has caused the same to be cultivated every year to this day; there is on the premises a grist mill erected, and about thirty acres under cultivation.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 684; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to to-morrow, at nine in the forenoon.

TUESDAY, February 27, 1810.

The Board met at nine in the forenoon, pursuant to adjournment.

No. 685. MELDRUM AND PARK.—The Board took into consideration the claim of Meldrum and Park to a tract of land, situate on the south side of river Raisins, which was entered with the former Commissioners of the Land Office at Detroit, and registered in liber B, fo. 269.

This tract contains six arpents in front by forty in depth, bounded in front by river Raisins, above by Israel Ruland, and below by Whitmore Knaggs.

Whereupon, Antoine Boulard was brought forward as a witness in behalf of the claimants, who, being duly sworn, deposed and said, that, on the 1st July, 1796, the claimants were in possession and occupancy of the premises, and have caused part of the land to be cultivated by sundry people every year: about nine arpents are under cultivation, and several Indian cabins are erected thereon.

And thereupon it doth appear to the commissioners that the claimants are entitled to the above described tract of land, and that they have a certificate thereof, which certificate shall be No. 685; and that they cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

The Board reconsidered the claim of McDougall and Ruland, (No. 428,) which was postponed the 2d day of December, 1808.

Whereupon, Antoine Boulard was brought forward as a witness in behalf of the claimants, who, being duly sworn, deposed and said, that, on the 1st July, 1796, Joseph Chene was in possession and occupancy of the premises; that, afterwards, Amable Bellair was in possession of the same; after Amable Bellair, George McDougall, one of the claimants, took possession; that about five arpents are under cultivation; some of the pannels of fence are still remaining, the greatest part having been carried away by freshets, or destroyed by fire; that several buildings erected on the premises were destroyed by fire; that he, the deponent, erected another for George McDougall, about a year ago; that the houses built were part on George McDougall's lands, and part on Israel Ruland's; that the tract lately claimed by Giles Barnes, (No. 429,) is part of the claim now under consideration; that part of this tract has been cultivated every year since 1796.—Postponed.

No. 686. THE LEGAL HEIRS OF JAMES ABBOTT, Esq., deceased.—The Board took into consideration the claim of the legal heirs of James Abbott, Esq., deceased, which was postponed on the 28th day of November.

Whereupon, Israel Ruland was brought forward as a witness in behalf of the claimants, who, being duly sworn, deposed and said, in addition to his former testimony of the 28th November, 1805, that, as he passed occasionally on the premises, on his way to Detroit, he has seen people working on said tract; that there is a house erected on the premises; that, in 1796, the late James Abbott, Esquire, was in possession of the premises; and that, since that time to this day, he, the deponent, has occasionally seen people work on the premises; and that he knows of no other claim thereto.—Postponed.

And then the Board adjourned to Friday next, at nine in the forenoon.

FRIDAY, March 2, 1810.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Monday next, at nine in the forenoon.

MONDAY, March 5, 1810.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Thursday next, at nine in the forenoon.

THURSDAY, March 8, 1810.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Monday next, at nine in the forenoon.

MONDAY, March 12, 1810.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Wednesday next, at nine in the forenoon.

WEDNESDAY, March 14, 1810.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Friday next, at nine in the forenoon.

FRIDAY, March 16, 1810.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Monday next, at nine in the forenoon.

MONDAY, March 19, 1810.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Wednesday next, at nine in the forenoon.

WEDNESDAY, March 21, 1810.

The Board met at nine in the forenoon, pursuant to adjournment.

The Board reconsidered the claim of Christian Clemens, Esquire, (No. 629,) which was postponed on the 27th March last.

Whereupon, Abraham Eversool was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, in addition to his deposition of the 27th March last, that there has always been a house standing on the premises until about two years ago.—Postponed.

And then the Board adjourned to Friday next, at nine in the forenoon.

FRIDAY, March 23, 1810.

The Board met at nine in the forenoon, pursuant to adjournment.

No. 687, JACQUES MARSAC.—The Board took into consideration the claim of Jacques Marsac to a tract of land, situate at Grand Marais; and the notice by him filed on the 30th day of December, 1808, was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, December 30, 1808.

Take notice that I claim title to a tract of land in the district of Detroit, situate at Grand Marais, containing two arpents in front by eighty in depth, bounded in front by river Detroit, in rear by unconceded lands, above by Robert Marsac, and below by Antoine Billou, dit L'Esperance. I claim by virtue of possession, occupancy, and improvements made by me or those from whom I derive title.

JACQUES MARSAC, his × mark.

Witness, PETER AUDRAIN.

This tract contains, and is bounded, as in the above notice.

Whereupon, Robert Marsac was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, on the 1st July, 1796, the claimant was in possession and occupancy of the premises, and has continued so to this day. About twenty-five arpents are under cultivation; a house and barn are erected thereon.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 687; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 688, THE LEGAL HEIRS OF LOUIS DESAUNIER, deceased.—The Board took into consideration the claim of the legal heirs of Louis Desauhier, deceased; and the notice by them filed on the 30th December, 1808, was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, December 30, 1808.

Take notice that we claim title to a tract of land, situate at Grand Marais, containing in front two arpents by eighty in depth, bounded in front by river Detroit, in rear by unlocated lands, above by lands of Joseph St. Jean, and below by Joseph Laderoute. We claim by virtue of possession, occupancy, and improvements made by us or those under whom we derive title.

For the legal heirs of LOUIS DESAUNIER, deceased,

LOUIS DESAUNIER, his × mark.

Witness, PETER AUDRAIN.

This tract contains, and is bounded, as in the above notice.

Whereupon, Robert Marsac was brought forward as a witness in behalf of the claimants, who, being duly sworn, deposed and said, that, on the 1st July, 1796, the late Louis Desauhier was in possession and occupancy of the premises, and continued so until he died; since which time the widow and heirs of the deceased have cultivated the premises. There are a house and out-houses erected thereon, and about forty arpents are under cultivation.

And thereupon it doth appear to the commissioners that the claimants are entitled to the above described tract of land, and that they have a certificate thereof, which certificate shall be No. 688; and that they cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to Monday next, at nine in the forenoon.

MONDAY, March 26, 1810.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Wednesday next, at nine in the forenoon.

WEDNESDAY, March 28, 1810.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Friday next, at nine in the forenoon.

FRIDAY, March 30, 1810.

The Board met at nine in the forenoon, pursuant to adjournment; and there being no business, adjourned to Monday next, at nine in the forenoon.

REUBEN ATTWATER,
PETER AUDRAIN,
JAMES ABBOTT.

No. 21.

Transcript of the minutes of the proceedings of the Commissioners of the Land Office at Detroit, from the 2d day of April to the 29th of June, 1810.

MONDAY, June 2, 1810.

The Board met at nine in the forenoon, pursuant to adjournment.

No. 689. LOUIS MORIN.—The Board took into consideration the claim of Louis Morin, and the notice by him filed 31st December, 1808, was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, December 31, 1808.

Please take notice that I claim title to a tract of land in the district of Detroit, situate, lying, and being on the river Detroit, near Grand Marais, containing, by estimation, one hundred and twenty arpents, it being three arpents in front by forty in depth, bounded in front by said river, and in rear by unlocated lands; on the north by lands of Pierre Laderoute, and on the southwest by widow Pomainville. I claim title by virtue of possession, occupancy, and improvements made by me or by those from whom I derive title.

LOUIS MORIN, his x mark.

Witness, LAMBERT LAFOY.

Whereupon, Pierre Seguien was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that Charles Poupard was in possession and occupancy of the premises on the 1st July, 1796, and continued so until he sold to the claimant, who has continued the possession and occupancy of the same until this date. There is a house on the premises, and about twenty-one acres in cultivation.

The claimant, in support of his claim, produced a deed in the words and figures following, to wit:

TERRITOIRE DE MICHIGAN, *District du Detroit*:

Par devant les témoins soussignés fut présent Charles Poupard, habitant, demeurant dans le susdit district du Detroit, lequel a reconnu avoir vendu, cédé, transporté, et délaissé, dès maintenant et à toujours, promet garantir de quelconque, à Louis Morin, à ce présent acceptant acquéreur, pour lui, ses hoirs, et ayant cause à l'avenir, une terre sise et située dans le susdit district du Detroit, contenant trois arpents de front sur quarante de profondeur, bornée par devant par la rivière du Detroit, par derrière par des terres non concédées, au nord par la terre de Pierre Laderoute, et au sud-ouest par la terre de veuve Pomainville, ensemble la maison et autres bâtiments susconstruits, circonstances, et dépendances, que le dit Louis Morin dit bien savoir et connoître, et dont il est content et satisfait.

Cette vente, cession, transport, et délaissement, ainsi fait pour et moyennant la somme de quatre vingt-dix pounds, cours de la Nouvelle York, que le dit vendeur reconnoît avoir reçu du dit Louis Morin avant la passation des présentes, dont il le tient quitte et déchargé, ainsi que tous autres.

Au moyen de ce que dessus, le dit Charles Poupard a transporté, et par ces présentes transporte au dit Louis Morin, ses hoirs, et ayant cause à l'avenir, tous et tels droits de propriété, noms, raisons, actions, et tous autres droits qu'il a et pouvait avoir sur la dite terre, maison, et autres bâtiments susconstruits, s'en démettant et dévêtissant à son profit; voulant et entendant qu'il en soit mis en bonne possession et seigneurie, par qui et ainsi qu'il appartiendra en vertu des présentes. Fait et passé au Detroit, le 2ème jour du mois d'Avril, en l'an de notre Seigneur 1810; et le dit Charles Poupard a signé et scellé, en présence de témoins, après lecture faite des présentes.

CHARLES POUPARD. [L. s.]

Signé, scellé, et délivré, en présence de

REUBEN ATTWATER,
JAMES ABBOTT.

MICHIGAN TERRITORY, ss.

Be it remembered, that, on this second day of April, in the year of our Lord one thousand eight hundred and ten, personally appeared before me, the subscriber, one of the Justices of the Peace in the territory aforesaid, Charles Poupard, who acknowledged the above deed of bargain and sale to be his free and voluntary act for the purposes therein contained, and desires that it may be recorded as such.

In testimony whereof, I have hereunto set my hand, at the city of Detroit, the day and year as above written.

JAMES ABBOTT, *Justice of the Peace.*

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 689; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 690. GABRIEL GODFREY.—The Board took into consideration the claim of Gabriel Godfrey to a tract of land, situate on river Huron, of lake Erie, and the notice by him filed on the 31st December, 1808, was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, December 31, 1808.

Please take notice that I claim title to a tract of land, situate, lying, and being on the southwest side of river Huron, containing, by estimation, six hundred and forty arpents, it being sixteen arpents in front by forty in depth, bounded in front by said river, and in rear by unlocated lands; on the northwest by lands of R. Lachambre, and on the southeast by lands of François Pepin. I claim title by virtue of possession, occupancy, and improvements made by me or by those from whom I derive title.

G. GODFREY.

This tract contains, and is bounded, as in the above notice.

Whereupon, Charles Chovin was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, on the 1st July, 1796, the claimant was in possession and occupancy of the premises; and that, since that time to this day, he has always kept a tenant on the same, and has caused part of this tract to be cultivated every year. A house is erected on the premises, an orchard planted, and about fifteen arpents under cultivation.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 690; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 691. ROMAIN LACHAMBRE.—The Board took into consideration the claim of Romain Lachambre to a tract of land, situate on river Huron, of lake Erie, and the notice filed the 31st December, 1808, was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, December 31, 1808.

Please take notice that I claim title to a tract of land, situate, lying, and being on the southwest side of river Huron, containing, by estimation, six hundred and forty acres, it being sixteen acres in front by forty in depth, bounded in front by said river, and in rear by unlocated lands, on the north by lands of the United States, and on the south by lands of Gabriel Godfroy, senior. I claim title by virtue of possession, occupancy, and improvements made by me or those from whom I derive title.

FOR ROMAIN LACHAMBRE,

G. GODFROY.

This tract contains, and is bounded, as in the above notice.

Whereupon, Charles Chovin was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, on the 1st July, 1796, the claimant was in possession and occupancy of the premises, and has continued so to this day. Several buildings are erected on the premises, and part of the premises have been cultivated every year. About six or seven arpents are under cultivation.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described premises, and that he have a certificate thereof, which certificate shall be No. 691; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

The Board reconsidered the claim of Joseph Campeau, (No. 633,) which was postponed on the 10th April, 1809.

Whereupon, Jean Batiste Letourneau was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the claimant caused timber to be cut for the enclosure of several of his farms on the said river; and that, since that time, the claimant has caused part of the said tract to be cultivated every year. There is a house erected thereon, and about three arpents under cultivation and enclosed.—Postponed.

And then the Board adjourned to Wednesday next, at nine in the forenoon.

WEDNESDAY, April 4, 1810.

The Board met at nine o'clock in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Friday next, at nine in the forenoon.

FRIDAY, April 6, 1810.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Monday next, at nine in the forenoon.

MONDAY, April 9, 1810.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Wednesday next, at nine in the forenoon.

WEDNESDAY, April 11, 1810.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Friday next, at nine in the forenoon.

FRIDAY, April 13, 1810.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Monday next, at nine in the forenoon.

MONDAY, April 16, 1810.

The Board met at nine in the forenoon, pursuant to adjournment.

The Board reconsidered the claim of Joseph Campeau, (No. 633,) which was postponed on the 10th April, 1809. And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 633; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

NO. 692. ABRAHAM FOURNIER.—The Board took into consideration the claim of Abraham Fournier to a tract of land, situate on lake St. Clair, and the notice by him filed on the 29th October, 1808, was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, October 29, 1808.

Take notice that I now enter with the Commissioners of the Land Office at Detroit my claim to a tract of land, situate in the district of Detroit, containing two arpents in front by forty in depth, bounded in front by lake St. Clair, in rear by unconceded lands, northeast by widow Ambroise Tremblé, and southwest by René Marsac. I claim and set up title by virtue of possession, occupancy, and improvements made by me or those from whom I derive title.

ABRAHAM FOURNIER, his \times mark.

This tract contains, and is bounded, as in the above notice.

Whereupon, Julien Campeau was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, on the 1st July, 1796, Ambroise Tremblé was in possession and occupancy of the premises; that the said tract has passed through several owners down to the claimant; but that it has been cultivated every year to this day. There is a dwelling house erected thereon, and about twenty-four arpents under cultivation, and enclosed.

The claimant, in support of his claim, exhibited two deeds in the words and figures following, to wit:

TERRITOIRE DE MICHIGAN, *District du Detroit, savoir:*

Par devant George McDougall, notaire public pour le territoire et district cy-dessus, fut présent François Marsac, habitant, résidant au sudist district du Detroit, qui par ces présentes reconnoit et confesse avoir vendu, cédé, quitte, transporté, et délaissé, dès maintenant et à toujours, promet faire jouir et garantir de tous troubles, dettes, douaires, évictions, aliénations, hypothèques, et empêchement généralement quelconque, au Sieur Joseph Campeau, négociant, aussi résidant au sudist district du Detroit, à ce présent et acceptant, pour lui, ses hoirs, et ayant cause, une terre de deux arpents de front sur quarante de profondeur, sise et située à l'entrée du lac St. Clair, tenant par devant au dit lac, et par derrière aux terres non concédées; du côté du nord-est à la terre de la veuve d'Ambroise Tremblé, et du côté du sud-ouest à une terre appartenant à René Marsac, consistant en bâtiments, verger, terre labourable, prairies, bois de bout, tel et ainsi que la ditte terre se poursuit et comporte de toutes parts, et sans par le dit vendeur en rien excepter, réserver, ni retenir. Cette vente, cession, transport, et délaissement, ainsi fait pour et moyennant la somme de cent trente pounds, cours de la Nouvelle York, égale à la somme de trois cent vingt-cinq piastres, argent courant des États Unis, que le susdit vendeur confesse et déclare avoir reçu du dit acquéreur le quinzième jour de Novembre, l'an mil huit cent deux, étant le jour de l'achat actuel et la livraison de la ditte terre par les dites parties, dont il le tient quitte, et tous autres. Au moyen de tout ce que est dit cy-dessus, le dit François Marsac a transporté alors, et il transporte par ces présentes au dit Joseph Campeau, pour lui, ses hoirs, et ayant cause, tous droits de propriété et autres qu'il pouvoit et peut avoir et prétendre en la ditte terre; voulant qu'il en soit mis en bonne possession et seigneurie, par et ainsi qu'il appartiendra en vertu des présentes.

Fait et passé au Detroit, dans l'étude du dit notaire, l'an 1808, le 25ème jour d'Août; signé et cacheté après lecture faite.

FRANCOIS MARSAC. [L. s.]

Signé, cacheté, et livré en présence de

ROBERT H. McNIFF,
JACOB VISGER.

TERRITORY OF MICHIGAN, *District of Detroit, to wit:*

Personally came before me, George McDougall, notary public for the territory and district aforesaid, François Marsac, who acknowledged that he had freely sealed and delivered the within deed of alienation. In testimony whereof, I have hereunto set my hand, at the city of Detroit, the 25th day of August, 1808.

GEORGE McDUGALL, Notary Public.

TERRITOIRE DE MICHIGAN, *District du Detroit:*

Par devant les témoins soussignés fut présent Joseph Campeau, négociant demeurant à la côté du nord-est dans le district du Detroit, lequel reconnoit avoir vendu, cédé, transporté, et délaissé, dès maintenant et à toujours, avec garantie de tous dons, douaires, hypothèques, évictions, aliénations, et de tous troubles et empêchement, généralement quelconques, au Sieur Abraham Fournier, demeurant dans le dit district du Detroit, à ce présent acceptant acquéreur, pour lui, ses heirs, et ayant cause à l'avenir, une terre ou plantation, sise et située dans le susdit district du Detroit, et territoire de Michigan, consistant en deux arpents de front sur quarante de profondeur, bornée par devant par le lac St. Clair, et par derrière par des terres non concédées, au nord-est par la terre de la veuve d'Ambroise Tremblé, et au sud-ouest par la terre de René Marsac; tel et ainsi que la ditte terre se poursuit et comporte de toutes parts, circonstances, et dépendances, ensemble les bâtiments susconstruits, verger, clôtures, &c. sans par le dit vendeur en rien excepter, réserver, ni retenir, que le dit acquéreur dit bien savoir et connoître, et dont il dit être content et satisfait.

Cette vente, cession, transport, et délaissement, ainsi fait pour et moyennant le prix et somme de deux cent vingt pounds, cours de la Nouvelle York, que le dit acquéreur promet et s'oblige de payer au dit Joseph Campeau, ses heirs, et ayant cause à l'avenir, de la manière suivante, savoir: quarante-quatre pounds, cours de la Nouvelle York, avec intérêt à six pour cent, à compter de ce jour, payable en grains, bled froment, avoine, bled d'Inde, ou farine, au prix courant du jour du paiement, qui sera le dix de Septembre de l'année prochaine 1809, suivant l'obligation datée de ce jour, et signée par lui, le dit Abraham Fournier et François Fournier, son frère, solitairement, l'un pour l'autre; quarante-quatre pounds, cours de la Nouvelle York, payable de la même manière, aussi avec intérêt, à compter de ce jour, le 6ème Septembre, 1810, suivant pareille obligation d'Abraham et François Fournier, datée de ce jour; quarante-quatre pounds, cours de la Nouvelle York, payable de la même manière, aussi avec intérêt, à compter de ce jour, le 6ème Septembre, 1811, suivant pareille obligation d'Abraham et François Fournier, datée de ce jour; quarante-quatre pounds, cours de la Nouvelle York, payable de la même manière, aussi avec intérêt, à compter de ce jour, le 6ème Septembre, 1812, suivant l'obligation d'Abraham et François Fournier, datée de ce jour; et quarante-quatre pounds, cours de la Nouvelle York, payable de la même manière, aussi avec intérêt, à compter de ce jour, le 6ème Septembre, 1813, suivant l'obligation d'Abraham et François Fournier, datée de ce jour.

Et pour sûreté du paiement des différentes cinq obligations spécifiées cy-dessus, et aux époques susdites, avec l'intérêt de six pour cent pour an sur chaque obligation, le dit Sieur Abraham Fournier a de ce moment affecté et hypothéqué, et par ces présentes affecte et hypothèque au dit Sieur Joseph Campeau, ses heirs, et ayant cause à l'avenir, tous ses biens réels et personnels, et spécialement la ditte terre susvendue, qui restera affectée et hypothéquée jusqu'au parfait et entier paiement des dites cinq obligations, une obligation ne dérogeant l'autre.

Au moyen de quoy et de ce que dessus, le dit Joseph Campeau a de ce moment transporté, et par ces présentes transporte au dit Abraham Fournier, ses heirs, et ayant cause à l'avenir, tous et tels droits de propriété, noms, raisons, actions, et tous autres droits qu'il a et a pu avoir sur la ditte terre ou plantation, voulant et entendant qu'il en soit mis en bonne possession et seigneurie, par qui et ainsi qu'il appartiendra, en vertu des présentes.

Fait et passé au Detroit, le 6ème Septembre, 1808, et les parties ont signé et scellé en présence de témoins, après lecture faite des présentes.

JOSEPH CAMPEAU, his X mark. [L. s.]

Signé, scellé, et délivré, en présence de

JOS. WATSON.

PETER AUDRAIN.

ABRAHAM FOURNIER, sa X marque.

TERRITORY OF MICHIGAN, *District of Detroit, ss:*

Personally appeared before me, the undersigned, one of the Justices of the Peace in the district of Detroit, the above named Joseph Campeau, and Abraham Fournier, and both acknowledged the foregoing instrument of writing to be their free and voluntary act and deed for the purposes therein contained, and that as such it may be recorded.

In testimony whereof, I have hereunto set my hand, at Detroit, the 6th day of September, 1808.

PETER AUDRAIN, J. P. D. D.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 692; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to Wednesday next, at nine in the forenoon.

WEDNESDAY, April 18, 1810.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Friday next, at nine in the forenoon.

FRIDAY, April 20, 1810.

The Board met at nine in the forenoon, pursuant to adjournment.

Whereas, the claim of Thomas Smith, (No. 48,) confirmed on the 7th day of August, 1807, and the claim of the legal heirs of Victor Moriceau, deceased, (No. 606,) confirmed on the 27th day of January, 1809, are entered for the same tract, the Board summoned the claimants to appear on this day, with such further testimony and evidence as they could adduce: the parties attended.

Whereupon, Jean Batiste Rousson was brought forward as a witness in behalf of Thomas Smith, who, being duly sworn, deposed and said, that, he first purchased the land now claimed from Thomas Smith for the sum of one hundred pounds, which, however, he never paid, because Thomas Smith refused to give him a warrantee deed: that he improved part of the land and sold his improvements to Batiste Lebeau, who sold the same to Victor Moriceau.

Pierre Leblanc, another witness, being duly sworn, deposed and said, that, Victor Moriceau sold his improvements to Thomas Smith, who paid him for the same. The deponent further says, that, previous to the American Government taking possession of this country, it was always considered that whoever paid for improvements of land was considered as owner of the soil.

And thereupon it doth appear to the commissioners that the claim of Thomas Smith be affirmed; and that the claim of the legal heirs of Victor Moriceau be rejected; and that, therefore, the certificate granted to them be recalled, as null and void.

And then the Board adjourned to Monday next, at nine in the forenoon.

MONDAY, April 23, 1810.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Wednesday next, at nine in the forenoon.

WEDNESDAY, April 25, 1810.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Friday next, at nine in the forenoon.

FRIDAY, April 27, 1810.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Monday next, at nine in the forenoon.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Wednesday next, at nine in the forenoon.

MONDAY, April 30, 1810.

The Board met at nine in the forenoon, pursuant to adjournment.

WEDNESDAY, May 2, 1810.

The Board reconsidered the claim of the legal heirs of James Abbott, Esq. deceased, (No. 686,) which was postponed on the 17th of February last.

Whereupon, Alexis Coquillard was brought forward as a witness in behalf of the claimants, who, being duly sworn, deposed and said, that, on the 1st July, 1796, the late James Abbott, Esq. deceased, was generally considered as the owner of the premises; that he, the deponent, has two or three times paid the claimants for the privilege of digging stones on that tract of land, and that the last time was about four years ago: that a small house was erected on the premises, and that about eight or ten arpents of this tract are cultivated and enclosed near the small river.

Isidore Peltier, another witness, being duly sworn, deposed and said, that, in the year 1806, he digged stones, and paid the claimants for this privilege: that he saw a small house standing, and also enclosures, near the small river, of about eight or ten arpents.

And then the Board adjourned to Friday next, at nine in the forenoon.

FRIDAY, May 4, 1810.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Monday next, at nine in the forenoon.

MONDAY, May 7, 1810.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Wednesday next, at nine in the forenoon.

WEDNESDAY, May 9, 1810.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Friday next, at nine in the forenoon.

FRIDAY, May 11, 1810.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Monday next, at nine in the forenoon.

MONDAY, May 14, 1810.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Wednesday next, at nine in the forenoon.

WEDNESDAY, May 16, 1810.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Friday next, at nine in the forenoon.

FRIDAY, May 18, 1810.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Monday next, at nine in the forenoon.

MONDAY, May 21, 1810.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Wednesday next, at nine in the forenoon.

WEDNESDAY, May 23, 1810.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Friday next, at nine in the forenoon.

FRIDAY, May 25, 1810.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Monday next, at nine in the forenoon.

MONDAY, May 28, 1810.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Wednesday next, at nine in the forenoon.

WEDNESDAY, May 30, 1810.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Friday next, at nine in the forenoon.

FRIDAY, June 1, 1810.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Monday next, at nine in the forenoon.

MONDAY, June 4, 1810.

The Board met at nine in the forenoon, pursuant to adjournment.

The Board reconsidered the claim of Robert Gouie, (No. 670,) situate on the river Rouge, which was postponed on the 3d day of January last.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, containing, by estimation, one hundred acres, and one-sixteenth of an acre, bounded in front by the said river Rouge; and that he have a certificate thereof, which certificate shall be No. 670; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to Wednesday next, at nine o'clock in the forenoon.

WEDNESDAY, June 6, 1810.

The Board met at nine in the forenoon, pursuant to adjournment.

The Board reconsidered the claim of Whitmore Knaggs, (No. 579,) which was postponed on the 29th December, 1808.

Whereupon, John Anderson, Esq. was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, when Alexander Ewings came to view the tract of land now claimed by Samuel Ewings, the deponent went with him and showed him the boundaries, which did not exceed four or five acres in width; that part of the improvements, in cultivation and fencing, which the said Samuel Ewings has made, is made on this tract of land, now claimed by Whitmore Knaggs. On this tract of land Major Winston made some improvements in 1797, by erecting fences, but the deponent doth not know whether the houses which he built were on this tract or on the tract claimed by Samuel Ewings. The deponent has no knowledge of any arrangement made between Major Winston and Mr. Knaggs, respecting the improvements. This claim is postponed to this day two weeks.

And then the Board adjourned to Friday next, at nine o'clock in the forenoon.

FRIDAY, June 8, 1810.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Monday next, at nine in the forenoon.

MONDAY, June 11, 1810.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Wednesday next, at nine in the forenoon.

WEDNESDAY, June 13, 1810.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Friday next, at nine in the forenoon.

FRIDAY, June 15, 1810.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Monday next, at nine in the forenoon.

MONDAY, June 18, 1810.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Wednesday next, at nine in the forenoon.

WEDNESDAY, June 20, 1810.

The Board met at nine in the forenoon, pursuant to adjournment.

The Board reconsidered the claim of Whitmore Knaggs, (No. 579,) which was postponed on the 29th day of December, 1808, and on the 6th June instant.

Whereupon, Albert Ringear was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the late Mr. Knaggs, father to the claimant, was in possession of the whole tract, lived on the premises, built a dwelling-house, and several out-houses, and planted an orchard; that, in 1794, the buildings were destroyed by the soldiers of General Wayne's army; that, in 1796, the claimant lived at the foot of the rapids, near the fort, and was in possession of the whole tract; that, at that time, no person pretended any claim to any part of this tract of four thousand acres, and that it was generally known to be the sole property of Whitmore Knaggs, the present claimant; that, in 1797 or 1798, the claimant permitted the late Major Winston to improve part of that tract by cultivating and enclosing, and erecting buildings; that the claimant afterwards leased this tract to Alexander Ewings, who continued the improvements already made, and increased them; that Samuel Ewings took the lease from Alexander, his brother, and continued and increased the improvements; that, when Samuel Ewings was on his way to live on that place, he stopped at the house of the deponent, and informed the deponent that he was going to join his brother Alexander, and work with him on the lands of Mr. Knaggs. The deponent believes that there are about one hundred arpents under cultivation and enclosed in front of the whole tract, and that the greatest part has been cultivated every year, and that part of the premises were under cultivation in 1796.—Postponed.

The Board reconsidered the claim of William Brown, (No. 580,) which was postponed on the 29th of December, 1808.

Whereupon, Albert Ringear was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, in 1796, part of this tract was under cultivation and enclosed, and has been cultivated every year to this day.—Postponed.

The Board reconsidered the claim of Archibald Lyons, (No. 581,) which was postponed on the 29th of December, 1808.

Whereupon, Albert Ringear was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, in 1796, part of this tract was under cultivation and enclosed, and has been cultivated every year since.—Postponed.

And then the Board adjourned to Friday next, at nine in the forenoon.

FRIDAY, June 22, 1810.

The Board met at nine in the forenoon, pursuant to adjournment.

The Board reconsidered the claim of Samuel Ewings, (No. 578,) which was postponed the 28th December, 1808, and on the 7th April, 1809.

And thereupon it doth appear to the commissioners that the claimant is entitled to part of the before described tract of land, to wit: five acres in front by one hundred in depth, bounded above by lands of John Askin, and below by lands of Whitmore Knaggs, and that he have a certificate thereof, which certificate shall be No. 578; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

The Board reconsidered the claim of Whitmore Knaggs, (No. 579,) which was postponed on the 29th December, 1808.

And thereupon it doth appear to the commissioners that the claimant is entitled to the before described tract of land, to wit: six acres in front by one hundred in depth, bounded above by lands of Samuel Ewings, and below by lands of William Brown, and that he have a certificate thereof, which certificate shall be No. 579; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

The Board reconsidered the claim of William Brown, Esq. (No. 580,) which was postponed on the 29th December, 1808.

The claimant, in support of his claim, exhibited a deed, which was read in the words and figures following, to wit:

Know all men by these presents, that I, Whitmore Knaggs, of Detroit, in the district of Detroit, in the territory of Michigan, for and in consideration of the sum of one thousand dollars, lawful money of the United States of America, to me in hand well and truly paid by William Brown, of the city of Detroit, in the district and territory aforesaid, the receipt whereof I do hereby acknowledge, do hereby give, grant, bargain, and sell, alien, convey, and confirm unto the said William Brown, his heirs and assigns, forever, a certain tract of land, lying and abutting on the river Miami, and bounded as follows: six arpents, one Gunter's chain and ninety-two links in front and rear, and one hundred arpents in depth, commencing six arpents, one Gunter's chain and ninety-two links from a bush where formerly stood two trees, which are now fallen down, on the plain near the fort Miami, in front on the river Miami, and in rear by unceded lands, above by lands belonging to me, the said Whitmore, and below by lands owned by Archibald Lyons; it being a part and parcel of a tract of four thousand arpents of land granted to me, the said Whitmore Knaggs, by the chiefs of the Ottawa nation of Indians, by deed dated in July, 1784, and renewed to me at Detroit, the 12th day of May, 1797, and registered in the Recorder's office of the late county of Wayne, in volume 1, pages 73 and 74, with all and singular the improvements made thereon, and appurtenances thereto belonging, or in anywise appertaining: to have and to hold the said tract of land, with the appurtenances, unto the said William Brown, his heirs and assigns, forever. And I, the said Whitmore Knaggs, for myself and heirs, executors, and administrators, do covenant, grant, and agree to and with the said William Brown, his heirs and assigns, that I will secure, warrant, and defend the above granted premises against all claims whatsoever, to the said William Brown, his heirs and assigns, forever.

In witness whereof, I have hereunto set my hand, and affixed my seal, at Detroit, the tenth day of February, 1809.

W. KNAGGS. [L. s.]

In presence of

ARCHIBALD LYONS,
IGNACE MORAS, his X mark.

TERRITORY OF MICHIGAN, *District of Detroit*:

Personally appeared before me, the subscriber, one of the Justices of the Peace in the district aforesaid, the above grantor, Whitmore Knaggs, and acknowledged the foregoing instrument of writing to be his act and deed for the purposes therein contained.

In testimony whereof, I have hereunto set my hand, this 19th day of November, 1808.

PETER AUDRAIN, J. P. D. D.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, to consist of six acres in front by one hundred in depth, bounded above by lands of Whitmore Knaggs, and

below by lands of Archibald Lyons, and that he have a certificate thereof, which certificate shall be No. 580; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

The Board reconsidered the claim of Archibald Lyons, (No. 581,) which was postponed on the 29th December, 1808, and on the 20th June instant.

The claimant, in support of his claim, exhibited a deed, which was read in the words and figures following, to wit:

Know all men by these presents, that I, Whitmore Knaggs, of the district of Detroit, in the territory of Michigan, for and in consideration of one thousand dollars, lawful money of the United States of America, to me in hand well and truly paid by Archibald Lyons, of Detroit, in the district and territory aforesaid, the receipt whereof I do hereby acknowledge, do hereby give, grant, bargain, and sell, alien, convey, and confirm unto the said Archibald Lyons, his heirs and assigns, forever, a certain tract of land, lying and being on the river Miami, bounded in front by the river Miami, six arpents one Gunter's chain and ninety-two links, in rear by unconceded lands, on the upper side by lands owned by William Brown, extending back one hundred arpents, below by lands owned by Conrad Ten Eyck, it being part and parcel of a tract of four thousand arpents granted to me by the chiefs of the Ottawa nation of Indians, by deed dated in July, 1784, and renewed to me, at Detroit, the 12th day of May, 1797, and registered in the recorder's office of the late county of Wayne, in volume 1, pages 73 and 74; with all and singular the improvements thereon made, and appurtenances thereto belonging, or in anywise appertaining; to have and to hold the said tract of land, with the appurtenances, to the said Archibald Lyons, his heirs and assigns, forever. And I, the said Whitmore Knaggs, for myself and heirs, executors and administrators, do covenant, grant, and agree, to and with the said Archibald Lyons, his heirs and assigns, that I will secure, warrant, and defend the above granted premises against all claims whatsoever to the said Archibald Lyons, his heirs and assigns, forever.

In witness whereof, I have hereunto set my hand, and affixed my seal, at Detroit, the tenth day of February, 1808.

WHITMORE KNAGGS. [L. s.]

In presence of

WILLIAM BROWN,
IGNACE MORAS, his x mark.

TERRITORY OF MICHIGAN, *District of Detroit*, ss.

Personally appeared before me, the subscriber, one of the Justices of the district aforesaid, the above grantor, Whitmore Knaggs, and acknowledged the foregoing instrument of writing to be his act and deed for the purposes therein contained.

In testimony whereof, I have hereunto set my hand, this 19th day of November, 1808.

PETER AUDRAIN, *J. P. D. D.*

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, to consist of six acres in front by one hundred in depth, bounded above by lands of William Brown, and below by unconceded lands, and that he have a certificate thereof, which certificate shall be No. 581; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to Monday next, at nine in the forenoon.

MONDAY, June 25, 1810.

The Board met at nine in the forenoon, pursuant to adjournment.

No. 693. WILLIAM CONNER.—The Board took into consideration the claim of William Conner to a tract of land, situate on the north side of river Huron; and the notice by him filed the 31st December, 1808, was read in the words and figures following, to wit:

To PETER AUDRAIN, Esq. *Register of the Land Office for the district of Detroit.*

SIR:

DETROIT, December 29, 1808.

Please take notice that William Conner hereby enters his claim to a tract of land, of twelve acres in front by fifty in depth, containing six hundred acres of land altogether, situate, lying, and being on the north side of river Huron, bounded on the upper side by the lands of John Askin, junior, and on the other side by those of James Conner, in front by the said river, and in rear by unlocated lands; the said William Conner claims title to the above by virtue of actual possession, occupancy, and improvements of the same by me, and others under whom I hold and claim the right of occupancy and possession thereof to the 1st day of July, 1796.

For WILLIAM CONNER,

GEORGE McDUGALL.

This tract contains, and is bounded, as in the above notice.

Whereupon, James Conner was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, one or two years before the Americans took possession of the country, he, the deponent, built for the claimant a small cabin on the premises; that, three or four years after, the deponent saw a temporary fence, made with brushes and poles, alongside of the river; no land was then cultivated.—Postponed.

And then the Board adjourned to Friday next, at nine in the forenoon.

FRIDAY, June 29, 1810.

The Board met at nine in the forenoon, pursuant to adjournment.

The Board reconsidered the claim of Thomas Forsyth, (No. 619,) to a tract of land, situate on lake St. Clair, which was postponed on the 20th day of February last.

And thereupon it doth appear to the commissioners that the claimant is entitled to the said tract of land, and that he have a certificate thereof, which certificate shall be No. 619; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to Monday next, at nine in the forenoon.

REUBEN ATTWATER,
PETER AUDRAIN,
JAMES ABBOTT.

No. 22.

Transcript of the proceedings of the Commissioners of the Land Office at Detroit, from the 2d day of July to the 31st day of October, 1810.

MONDAY, July 2, 1810.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Wednesday next, at nine in the forenoon.

WEDNESDAY, July 4, 1810.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Friday next, at nine in the forenoon.

FRIDAY, July 6, 1810.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Monday next, at nine in the forenoon.

MONDAY, July 9, 1810.

The Board met at nine in the forenoon, pursuant to adjournment.

The Board reconsidered the claim of Christian Clemens, Esq. (No. 629,) to a tract of land, situate on the river Rouge, which was postponed on the 17th March last, and on the 27th of same month.

And thereupon it doth appear to the commissioners that the claimant is entitled to the said tract of land, and that he have a certificate thereof, which certificate shall be No. 629; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to Wednesday next, at nine in the forenoon.

WEDNESDAY, July 11, 1810.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Friday next, at nine in the forenoon.

FRIDAY, July 13, 1810.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Monday next, at nine in the forenoon.

MONDAY, July 16, 1810.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Wednesday next, at nine in the forenoon.

WEDNESDAY, July 18, 1810.

The Board met at nine in the forenoon, pursuant to adjournment.

No. 694. JEAN BAPTISTE CICOT.—The Board took into consideration the claim of Jean Baptiste Cicot to a tract of land, situate on the south side of river Raisins, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 3, page 98, under the date of the 14th November, 1805.

This tract contains three hundred acres, it being three acres in front by one hundred in depth, bounded in front by river Raisins, in rear by unconceded lands, on one side by lands of Gabriel Godfroy, and on the other side by lands of John Askin, junior.

Whereupon, Israel Ruland was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the claimant was in possession of the premises, which he then caused to be cultivated, and has continued to do so ever since. The deponent further says that he was the agent of the claimant for several years, and kept people working on the premises; there are about four acres under cultivation, and fences are thereon erected and standing.—Postponed.

The Board reconsidered the claim of George McDougall and Israel Ruland, (No. 428,) which was postponed 2d December, 1808, and 27th February, 1810.

Whereupon, the claimants, in support of their claim, exhibited a deed, which was read in the words and figures following, to wit:

Know all men by these presents, that I, Giles Barnes, of the district of Erie, and territory of Michigan, Esquire, in consideration of the sum of three hundred dollars, lawful money, to me paid by Israel Ruland and George McDougall, of the said territory of Michigan, the receipt whereof I do hereby acknowledge, have remised, released, and forever quit claimed, and by these presents remise, release and forever quit claim unto the said Israel Ruland and George McDougall, their heirs and assigns, forever, all my claim, right, title, and interest to and into a certain tract of land, or farm, situate and lying on the north border of river Raisins, which I entered in the United States' Land Office at Detroit, on the 4th day of November, 1808, of three acres in front by one hundred and twenty acres in depth, making three hundred and sixty acres, or French arpents, altogether, be the same more or less; bounded in front by said river Raisins, in rear by unlocated lands, on the east by Rachel Knaggs, and on the west by unconceded lands: to have and to hold the same, together with all the privileges and appurtenances thereunto belonging, to them, the said Israel Ruland and George McDougall, their heirs and assigns, forever. In witness whereof, I have hereunto set my hand and seal, at river Raisins, in said district of Erie, the 15th day of June, A. D. 1810.

GILES BARNES. [L. s.]

Signed, sealed, and delivered, in presence of us,

RICHARD SMYTH,
FRANCIS M. AUDRAIN.

TERRITORY OF MICHIGAN *District of Detroit*, ss.

Be it remembered that personally appeared before me, Richard Smyth, Esquire, one of the Justices of the Peace in the territory and district aforesaid, Giles Barnes, of the district of Erie, and territory aforesaid, Esquire, who acknowledged to me that he had executed the above deed for the purposes therein contained. In testimony whereof, I have hereunto set my hand, at Detroit, the 25th day of June, A. D. 1810.

RICHARD SMYTH, J. P.

And thereupon it doth appear to the commissioners that the claimants are entitled to the above described tract of land, and that they have a certificate thereof, which certificate shall be No. 428; and that they cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit. The said tract not to exceed six hundred and forty acres in the whole.

The Board reconsidered the claim of Giles Barnes, (No. 429,) which was postponed on the 2d February, 1810.

And thereupon it doth appear to the commissioners that the claimant is not entitled to the said tract of land, he having conveyed his right, title, and claim to the same, as per deed of conveyance made by him to George McDougall and Israel Ruland, and recorded in the preceding claim of McDougall and Ruland, (No. 428); therefore, this claim is rejected.

And then the Board adjourned to Friday next, at nine in the forenoon.

FRIDAY, July 20, 1810.

The Board met at nine in the forenoon, pursuant to adjournment.

No. 695. THE WIDOW AND HEIRS OF AMBROISE TREMBLE, deceased.—The Board took into consideration the claim of the widow and heirs of Ambroise Tremblé, deceased; and the notice by them filed on the 24th December, 1808, was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, December 24, 1808.

Take notice that I claim, for myself and my children, a farm, situate on lake St. Clair, on which I live, containing two arpents in front by forty in depth, bounded in front by lake St. Clair, in rear by unlocated lands, above by lands of John Little, and below by lands claimed by Joseph Campeau. I claim by virtue of possession, occupancy, and improvements made by my late husband, Ambroise Tremblé, who lived on this farm since the year 1774, until he died, about three years ago.

For the widow and heirs of AMBROISE TREMBLE,
ETIENNE SOCIER, his x mark.

Witness, PETER AUDRAIN.

This tract contains, and is bounded, as in the above notice.

Whereupon Batiste Ambroise Tremblé was brought forward as a witness in behalf of the claimants, who, being duly sworn, deposed and said, that, many years previous to the 1st July, 1796, the late Ambroise Tremblé, deceased, was in possession and occupancy of the premises, and continued so until he died; since which time, the widow and heirs have possessed, occupied, and cultivated the said premises to this day. A dwelling-house and stables are erected thereon, and about eighteen arpents are under cultivation and enclosed.

And thereupon it doth appear to the commissioners that the claimants are entitled to the above described tract of land, and that they have a certificate thereof, which certificate shall be No. 695; and that they cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to Monday next, at nine in the forenoon.

MONDAY, July 23, 1810.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Wednesday next, at nine in the forenoon.

WEDNESDAY, July 25, 1810.

The Board met at nine in the forenoon, pursuant to adjournment.

No. 696. BEAUFAIT AND LOSON.—The Board took into consideration the claim of Beaufait and Loson to a tract of land on river Detroit, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 3, page 407, under the date of 12th December, 1805.

This tract contains, by estimation, one hundred and fifty-eight acres, is bounded in front by river Detroit, in rear by lands of the widow Thibault, on one side by lands of Jean Baptiste Lapiere, and on the other side by lands of John Little.

Whereupon, Benoit Chapoton was brought forward as a witness in behalf of the claimants, who, being duly sworn, deposed and said, that, on the 1st July, 1796, the late Nathan Williams, deceased, was in possession and occupancy of the premises, and continued so until the 20th September, 1797, when he sold to the claimants, who have possessed and caused the same to be cultivated every year since that time to this day. There are on the premises a dwelling-house, barn, and stables, and a windmill. About twenty arpents are under cultivation and enclosed.

And thereupon it doth appear to the commissioners that the claimants are entitled to the above described tract of land, and that they have a certificate thereof, which certificate shall be No. 696; and that they cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to Friday next, at nine in the forenoon.

FRIDAY, July 27, 1810.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Monday next, at nine in the forenoon.

MONDAY, July 30, 1810.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Wednesday next, at nine in the forenoon.

WEDNESDAY, August 1, 1810.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Friday next, at nine in the forenoon.

FRIDAY, August 3, 1810.

The Board met at nine in the forenoon, pursuant to adjournment.

The Board reconsidered the claim of James Baby, Esq. (No. 676,) which was postponed on the 5th February last.

Whereupon, Jean Marie Beaubien, Esq. was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, for these thirty years, he has always known the premises to belong to the family of Baby; that, to this day, the premises are known and called *Baby's mills* by the white people and by the Indians. The deponent has never heard that any body else claimed any part of the premises.—Postponed.

The Board reconsidered the claim of James Baby, Esq. (No. 677,) which was postponed on the 5th February last.

Whereupon, Jean Marie Beaubien, Esq. was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, for these thirty years, he has always known the premises to belong to the family of Baby; that, to this day, the premises are known and called *Baby's mills* by the white people and by the Indians. The deponent has never heard that any body else claimed any part of the premises.—Postponed.

And then the Board adjourned to Monday next, at nine in the forenoon.

MONDAY, August 6, 1810.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Wednesday next, at nine in the forenoon.

WEDNESDAY, August 8, 1810.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Friday next, at nine in the forenoon.

FRIDAY, August 10, 1810.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Monday next, at nine in the forenoon.

MONDAY, August 13, 1810.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Wednesday next, at nine in the forenoon.

WEDNESDAY, August 15, 1810.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Friday next, at nine in the forenoon.

FRIDAY, August 17, 1810.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Monday next, at nine in the forenoon.

MONDAY, August 20, 1810.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Wednesday next, at nine in the forenoon.

WEDNESDAY, August 22, 1810.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Friday next, at nine in the forenoon.

FRIDAY, August 24, 1810.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Monday next, at nine in the forenoon.

MONDAY, August 27, 1810.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Wednesday next, at nine in the forenoon.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Friday next, at nine in the forenoon.

WEDNESDAY, August 29, 1810.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Monday next, at nine in the forenoon.

FRIDAY, August 31, 1810.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Wednesday next, at nine in the forenoon.

MONDAY, September 3, 1810.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Wednesday next, at nine in the forenoon.

WEDNESDAY, September 5, 1810.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Friday next, at nine in the forenoon.

FRIDAY, September 7, 1810.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Monday next, at nine in the forenoon.

MONDAY, September 10, 1810.

The Board met at nine in the forenoon, pursuant to adjournment, and, there being no business, adjourned to Wednesday next, at nine in the forenoon.

WEDNESDAY, September 12, 1810.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Friday next, at nine in the forenoon.

FRIDAY, September 14, 1810.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Monday next, at nine in the forenoon.

MONDAY, September 17, 1810.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Wednesday next, at nine in the forenoon.

WEDNESDAY, September 19, 1810.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Friday next, at nine in the forenoon.

FRIDAY, September 21, 1810.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Monday next, at nine in the forenoon.

MONDAY, September 24, 1810.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Wednesday next, at nine in the forenoon.

WEDNESDAY, September 26, 1810.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Friday next, at nine in the forenoon.

FRIDAY, September 28, 1810.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Monday next, at nine in the forenoon.

MONDAY, October 1, 1810.

The Board met at nine in the forenoon, pursuant to adjournment.
The Board reconsidered the claim of Ambrose Davenport, (No. 327,) which was postponed on the 18th October, 1808.

Whereupon, Simon Champagne was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, on the 1st July, 1796, David McCrae was in possession and occupancy of the premises, and continued so until he sold to John Ogilvy, from whom the claimant has purchased, and that the premises have been constantly occupied from that time to this day. A dwelling-house and out-houses are erected on the premises.

And thereupon it doth appear to the commissioners that the claimant is entitled to the said lot of ground, and that he have a certificate thereof, which certificate shall be No. 327; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of ground therein contained, to be returned to the Register of the Land Office at Detroit.

NO. 697. THE HEIRS OF ADHEMAR ST. MARTIN.—The Board considered the claim of the legal heirs of Adhemar St. Martin, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 2, page 28, under the date of 26th December, 1805.

Whereupon, Simon Champagne was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, on the 1st July, 1796, the late Adhemar St. Martin was in possession and occupancy of the premises, and continued so until he died; since which time, the heirs have occupied, or caused the premises to be occupied, to this day. A dwelling-house and stables are erected on the premises.

And thereupon it doth appear to the commissioners that the claimants are entitled to the said lot of ground, and that they have a certificate thereof, which certificate shall be No. 697; and that they cause the same to be surveyed, and a plot of the survey, with the quantity of ground therein contained, to be returned to the Register of the Land Office at Detroit.

NO. 698. FREDERICK GRAETER.—The Board considered the claim of Frederick Graeter, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 2, page 5, under the date of 24th December, 1805.

Whereupon, Simon Champagne was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, on the 1st July, 1796, the claimant was in possession and occupancy of the premises, and that he has caused the same to be occupied by tenants from that time to this day. A dwelling-house is erected on the premises.

And thereupon it doth appear to the commissioners that the claimant is entitled to the said tract of land, and that he have a certificate thereof, which certificate shall be No. 698; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of ground therein contained, to be returned to the Register of the Land Office at Detroit.

NO. 699. JEAN BAPTISTE CARRON.—The Board took into consideration the claim of Jean Baptiste Carron, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 2, page 12, under the date of 24th December, 1805.

Whereupon, Simon Champagne was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, on the 1st July, 1796, David Rankin was in possession and occupancy of the premises, and continued so until he sold to the claimant, who has occupied himself, or caused the premises to be occupied, to this day. A house and warehouse are erected on the premises.

And thereupon it doth appear to the commissioners that the claimant is entitled to the said lot of ground, and that he have a certificate thereof, which certificate shall be No. 699; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of ground therein contained, to be returned to the Register of the Land Office at Detroit.

No. 700. TROTTIER AND LAPOINTE.—The Board took into consideration the claim of Trottier and Lapointe, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 2, page 27, under the date of the 26th December, 1805.

Whereupon, Simon Champagne was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, on the 1st July, 1796, Noel Rocheblave, attorney of Pierre G. Côté's estate, was in possession and occupancy of the premises until he sold to the claimant, who has occupied or tenanted the premises to this day. A house and stables are erected thereon.

And thereupon it doth appear to the commissioners that the claimants are entitled to the said lot of ground, and that they have a certificate thereof, which certificate shall be No. 700; and that they cause the same to be surveyed, and a plot of the survey, with the quantity of ground therein contained, to be returned to the Register of the Land Office at Detroit.

No. 701. BUISSON AND LAROCHE.—The Board took into consideration the claim of Buisson and Laroche, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 2, page 10, under the date of 24th December, 1805.

Whereupon, Simon Champagne was brought forward as a witness in behalf of the claimants, who, being duly sworn, deposed and said, that, on the 1st of July, 1796, the claimants were in possession and occupancy of the premises, and have continued so to this day: a dwelling-house is erected thereon.

And thereupon it doth appear to the commissioners that the claimants are entitled to the said lot of ground, and that they have a certificate thereof, which certificate shall be No. 701; and that they cause the same to be surveyed, and a plot of the survey, with the quantity of ground therein contained, to be returned to the Register of the Land Office at Detroit.

No. 702. ANDRÉ SARRERE.—The Board took into consideration the claim of André Sarrere, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 2, page 9, under the date of the 24th December, 1805.

Whereupon, Simon Champagne was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, on the 1st of July, 1796, Laurent Berthrand was in possession and occupancy of the premises, and continued so until he sold to Charles Marly, who sold to Pierre Lacroix, from whom the claimant has purchased. The premises have always been occupied, winter and summer, to this day: a dwelling-house is erected thereon.

And thereupon it doth appear to the commissioners that the claimant is entitled to the said lot of ground, and that he have a certificate thereof, which certificate shall be No. 702; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of ground therein contained, to be returned to the Register of the Land Office at Detroit.

No. 703. SIMON CHAMPAGNE.—The Board took into consideration the claim of Simon Champagne, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 403, 11th December, and in vol. 2, page 36, under the date of 26th of December, 1805.

Whereupon, Joseph Numainville was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, on the 1st July, 1796, Jean Baptiste Gatien was in possession and occupancy of the premises, and continued so until he sold to the claimant, who has constantly occupied the same to this day: a dwelling-house is erected thereon.

And thereupon it doth appear to the commissioners that the claimant is entitled to the said lot of ground, and that he have a certificate thereof, which certificate shall be No. 703; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of ground therein contained, to be returned to the Register of the Land Office at Detroit.

The Board reconsidered the claim of Pierre Lacroix (No. 106) to two lots of ground at Michillimackinack, which was postponed on the 13th day of April and 28th day of August, 1808.

Whereupon, Simon Champagne was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, on the 1st July, 1796, David Rankin was in possession and occupancy of the premises, and continued so until he sold to the claimant, who has occupied, or caused the premises to be occupied, to this day: a dwelling-house is erected thereon.

And thereupon it doth appear to the commissioners that the claimant is entitled to the said two lots of ground, and that he have a certificate thereof, which certificate shall be No. 106; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of ground therein contained, to be returned to the Register of the Land Office at Detroit.

No. 704. GEORGE SHINDLER.—The Board took into consideration the claim of George Shindler, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 2, page 38, under the date of 28th December, 1805.

Whereupon, Simon Champagne was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, on the 1st of July, 1796, Nicholas Ferrot was in possession and occupancy of the premises, and continued so until he sold to the claimant, who has always occupied the same to this day: a house and store-house are erected on the premises.

And thereupon it doth appear to the commissioners that the claimant is entitled to the said lot of ground, and that he have a certificate thereof, which certificate shall be No. 704; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of ground therein contained, to be returned to the Register of the Land Office at Detroit.

No. 705. DANIEL BOURASSA.—The Board took into consideration the claim of Daniel Bourassa, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 2, page 26, under the date of 26th December, 1805.

Whereupon, Simon Champagne was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, for these thirty years, the claimant has been in possession and occupancy of the premises without any interruption: a dwelling-house is erected thereon.

And thereupon it doth appear to the commissioners that the claimant is entitled to the said lot of ground, and that he have a certificate thereof, which certificate shall be No. 705; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 706. JACOB FRANKS.—The Board took into consideration the claim of Jacob Franks, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 2, page 3, under the date of 24th December, 1805.

Whereupon, Simon Champagne was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, on the 1st July, 1796, Robert McKensie was in possession and occupancy of the premises, and continued so until he sold to the claimant, who has ever since possessed and occupied the same.

And thereupon it doth appear to the commissioners that the claimant is entitled to the said lot of ground, and that he have a certificate thereof, which certificate shall be No. 706; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 707. DAVID MITCHELL.—The Board took into consideration the claim of David Mitchell, (No. 8,) which was entered with the former Commissioners of the Land Office at Detroit, in volume 2, page 22, under the date of 26th December, 1805.

Whereupon, Simon Champagne was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, on the 1st July, 1796, one George Cohen was in possession and occupancy of the

premises, and continued so until he sold to Bartholomew Noble, from whom the claimant has purchased, who has possessed and occupied the same to this day: a dwelling-house is erected thereon.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described lot of ground, and that he have a certificate thereof, which certificate shall be No. 707; and that he cause the same to be surveyed, and plot of the survey, with the quantity of ground therein contained, to be returned to the Register of the Land Office at Detroit.

No. 708. DAVID MITCHELL, IN TRUST FOR WIDOW ANN COATES.—The Board took into consideration the claim of Dr. David Mitchell, in trust for widow Ann Coates, which was entered with the former Commissioners of the Land Office at Detroit, in volume 2, page 22, under the date of 26th December, 1805.

Whereupon, Simon Champagne was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, on the 1st July, 1796, the widow Ann Coates was in possession and occupancy of the premises; and that, when she left Michilimackinack, she left the house and lot in the care of David Mitchell, the present claimant; and that the premises have been constantly tenanted to this day: a dwelling-house is erected thereon.

And thereupon it doth appear to the commissioners that the claimant is entitled to the said lot of ground, in trust for the said widow Ann Coates, and that he have a certificate thereof, which certificate shall be No. 708; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 709. JOSEPH GUY.—The Board took into consideration the claim of Joseph Guy, which was entered with the former Commissioners of the Land Office at Detroit, in volume 2, page 27, under the date of 25th December, 1805.

Whereupon, Simon Champagne was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, on the 1st July, 1796, Robert McKensie was in possession and occupancy of the premises, and continued so until he sold to Samuel Lashley, from whom the claimant has purchased. The premises have been constantly occupied to this day: a dwelling-house and store-house are erected thereon.

And thereupon it doth appear to the commissioners that the claimant is entitled to the said lot of ground, and that he have a certificate thereof, which certificate shall be No. 709; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of ground therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to to-morrow, at nine in the forenoon.

TUESDAY, October 2, 1810.

The Board met at nine in the forenoon, pursuant to adjournment.

No. 710. JOSEPH LAFRAMBOISE.—The Board took into consideration the first claim of Joseph Laframboise which was entered with the former Commissioners of the Land Office at Detroit, in volume 2, page 29, under the date of 26th December, 1805.

Whereupon, Simon Champagne was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, on the 1st July, 1796, the claimant was in possession and occupancy of the premises, and continued so until he died, about four years ago; since which time, the widow and heirs have constantly occupied the same to this day: a dwelling-house is erected thereon.

And thereupon it doth appear to the commissioners that the legal heirs of the claimant are entitled to the said lot of ground, and that they have a certificate thereof, which certificate shall be No. 710; and that they cause the same to be surveyed, and a plot of the survey, with the quantity of ground therein contained, to be returned to the Register of the Land Office at Detroit.

No. 711. JOSEPH LAFRAMBOISE.—The Board took into consideration the second claim of Joseph Laframboise, which was entered with the former Commissioners of the Land Office at Detroit, in volume 2, page 29, under the date of 26th December, 1805.

Whereupon, Simon Champagne was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, on the 1st July, 1796, the claimant was in possession and occupancy of the premises, and continued so until he died, about four years ago; since which time, the widow and heirs have constantly occupied the same to this day: there is a dwelling-house erected thereon.

And thereupon it doth appear to the commissioners that the legal heirs of the claimant are entitled to the said lot of ground, and that they have a certificate thereof, which certificate shall be No. 711; and that they cause the same to be surveyed, and a plot of the survey, with the quantity of ground therein contained, to be returned to the Register of the Land Office at Detroit.

No. 712. ALEXIS LAFRAMBOISE.—The Board took into consideration the claim of Alexis Laframboise, which was entered with the former Commissioners of the Land Office at Detroit, in volume 2, page 51, under the date of the 4th day of January, 1806.

Whereupon, Simon Champagne was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, on the 1st July, 1796, Benjamin Lyons was in possession and occupancy of the premises, and continued so until he sold to the claimant, who has possessed and occupied the same to this day: a dwelling-house is erected thereon.

And thereupon it doth appear to the commissioners that the claimant is entitled to the said lot of ground, and that he have a certificate thereof, which certificate shall be No. 712; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of ground therein contained, to be returned to the Register of the Land Office at Detroit.

No. 713. THE LEGAL HEIRS OF JACQUES GIASSON, deceased.—The Board took into consideration the claim of the legal heirs of Jacques Giasson, deceased, which was entered with the former Commissioners of the Land Office at Detroit, in volume 2, page 8, under the date of 24th December, 1805.

Whereupon, Simon Champagne was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, on the 1st July, 1796, Gabriel Coté was in possession and occupancy of the premises, and continued so until he sold to Eustache Sansquartier, who died possessed of the same; the premises were sold at public vendue by the legal representatives of the said Sansquartier, and were purchased by the late Jacques Giasson, who occupied or tenanted the premises until he died; since which time, his legal heirs have caused the premises to be occupied to this day: a house and store-house are erected thereon.

And thereupon it doth appear to the commissioners that the legal heirs of said Jacques Giasson are entitled to the said lot of ground, and that they have a certificate thereof, which certificate shall be No. 713; and that they cause the same to be surveyed, and a plot of the survey, with the quantity of ground therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to to-morrow, at nine in the forenoon.

WEDNESDAY, October 3, 1810.

The Board met at nine in the forenoon, pursuant to adjournment.

No. 714. IGNACE PETIT.—The Board took into consideration the claim of Ignace Petit, which was entered with the former Commissioners of the Land Office at Detroit, in volume 2, page 4, under the date of 24th December, 1805.

Whereupon, Simon Champagne was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, on the 1st July, 1796, Ignace Petit was in possession and occupancy of the premises, and continued so until 1806, when he died; and that, since, the premises have always been occupied to this day: a dwelling-house is erected thereon.

And thereupon it doth appear to the commissioners that the legal heirs of Ignace Petit are entitled to the said lot of ground, and that they have a certificate thereof, which certificate shall be No. 714; and that they cause the

same to be surveyed, and a plot of the survey, with the quantity of ground therein contained, to be returned to the Register of the Land Office at Detroit.

The Board reconsidered the claim of Josiah Dunham, (No. 333,) which was postponed on the 20th of October, 1808.

Whereupon, Samuel Abbott was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that the premises were sold by him at public auction, as the property of Rocheblave and Porlier; that Captain Josiah Dunham, through Samuel Lashley, his agent, became the purchaser, and paid the purchase money; no deed was passed, but delivery of the premises was made to the claimant, who has tenanted the same to this day: a dwelling-house and stables are erected thereon.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above lot of ground, and that he have a certificate thereof, which certificate shall be No. 333; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

The Board reconsidered the claim of Michael Doussinan, (No 323,) which was postponed on the 18th day of October, 1808.

Whereupon, Simon Champagne was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, on the 1st July, 1796, one Lagarcé, or Lagarée, was in possession and occupancy of the premises, and continued so until he sold to the claimant in 1804; there were then about fifteen acres under cultivation. The deponent further said that the said Lagarcé told him that he had sold to Michael Doussinan all his right and title to the said tract of land, and had put him in actual possession; and that, from that time to this day, the claimant had always kept tenants on the premises, and cultivated the same; that, to the best of this deponent's knowledge, there are sixty arpents of land, either under cultivation or in meadows; that a house and stables are erected on the premises.

Joseph Vaillancourt, another witness, being sworn, deposed and said, that Lagarcé declared, in his presence, that he had sold to the claimant all his right, title, and pretensions to the premises, and had received full consideration for the same. The deponent further said that Lagarcé was in possession, and cultivated the premises, previous to the American Government taking possession of the country, and that he continued so until he sold to the claimant, who has always, since that time to this day, kept tenants on the premises, and cultivated the same; that there are on the premises a house and stables, which were erected thereon before Lagarcé sold; and that about sixty arpents are either under cultivation or in meadows.

And thereupon it doth appear to the commissioners that the claimant is entitled to the said tract of land, and that he have a certificate thereof, which certificate shall be No. 323; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 715. JEAN BATISTE NOLIN.—The Board took into consideration the claim of Jean Batiste Nolin; and the notice by him filed on the 30th day of December, 1808, was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, December 30, 1808.

Please take notice that I now enter with the Commissioners of the Land Office at Detroit my claim to a tract of land, situate, lying, and being on the south side of the Sault of St. Mary, which place is in the territory of Michigan, and district of Detroit, containing, by estimation, two hundred and ten acres, it being two and a half acres in front by eighty-four acres in depth, bounded on the southeast by the improvements of Mr. Jean Batiste Cadet, and on every other side by lands unlocated. I claim title by virtue of possession, occupancy, and valuable improvements made thereon by me previous to the year 1796, and continued to this date.

FOR JEAN BATISTE NOLIN,
LAMBERT LAFOY.

This tract contains, and is bounded, as in the above notice.

Whereupon, George Meldrum was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, on the 1st July, 1796, the claimant was in possession and occupancy of the premises, and still occupied the same in 1798, when the deponent was last at that place.

Samuel Abbott, Esq. another witness, being duly sworn, deposed and said, that he has knowledge of the claimant residing on the premises from 1803 to 1810: a dwelling-house, a store-house, and stables are erected on the premises, and more than ten acres are under cultivation and enclosed.

Captain Jonathan Nelson, another witness, being sworn, deposed and said, that he has knowledge of the claimant being in possession and occupancy of the premises from the year 1798 to 1803, and since that time to this day.—Postponed.

No. 716. JOHN JOHNSON.—The Board took into consideration the claim of John Johnson, which was entered with the former Commissioners of the Land Office at Detroit, in volume 1, page 459, under the date of 24th December, 1805.

Whereupon, George Meldrum was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, on the 1st July, 1796, the claimant was in possession and occupancy of the premises; that there was a dwelling and store-house erected thereon, and a large garden in cultivation; that the claimant was also in possession and occupancy of the same in 1798, when the deponent was last at that place.

Samuel Abbott, Esq. another witness, being sworn, deposed and said, that he knows of the claimant residing on the premises from 1803 to 1810.

Captain Jonathan Nelson, another witness, being sworn, deposed and said, that he knows of the claimant being in possession and occupancy of the premises on the 1st July, 1796, and that he has always occupied the same to this day.—Postponed.

No. 717. DAVID MITCHELL.—The Board took into consideration the claim of Dr. David Mitchell, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 2, page 25, under the date of 26th December, 1805.

Whereupon, George Meldrum was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, on the 1st July, 1796, the claimant was in possession and occupancy of the premises, by raising turnips and potatoes thereon; that there was thereon a small house, and three or four acres under cultivation.

Michael Doussinan, another witness, being sworn, deposed and said, that, about four years ago, he saw James Gruette cultivate part of the premises, (about two acres, more or less,) and that the said Gruette has continued to cultivate the same.—Postponed.

And then the Board adjourned to to-morrow, at nine in the forenoon.

THURSDAY, October 4, 1810.

The Board met at nine in the forenoon, pursuant to adjournment.

The Board reconsidered the claim of Jonathan Nelson, (No. 671,) which was postponed on the 5th January, 1810.

Whereupon, Pierre Dumay was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, on the 1st July, 1796, Bernard Campeau was in possession and occupancy of the premises, and continued so until he sold to Jacques Lasselle, who sold to Godfrey Corbus, deceased, from whom the claimant has purchased; that the premises have been cultivated every year from the 1st July, 1796, to this day. A dwelling-house, barn, and stables are erected thereon; and thirteen or fourteen acres are under cultivation and enclosed.

And thereupon it doth appear to the commissioners that the claimant is entitled to the said tract of land, and that he have a certificate thereof, which certificate shall be No. 671; and that he cause the same to be surveyed, and

a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to Saturday next, at nine in the forenoon.

SATURDAY, October 6, 1810.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Monday next, at nine in the forenoon.

MONDAY, October 8, 1810.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Wednesday next, at nine in the forenoon.

WEDNESDAY, October 10, 1810.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Friday next, at nine in the forenoon.

FRIDAY, October 12, 1810.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Monday next, at nine in the forenoon.

MONDAY, October 15, 1810.

The Board met at nine in the forenoon, pursuant to adjournment.

The Board reconsidered the claim of William Conner, (No. 693,) which was postponed on the 25th June 1810, Whereupon, Henry Conner was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, a small house was erected on the premises by the father of the claimant, for the claimant, and about two acres of land were cleared round the house; that, in 1800, the claimant went into the Indian country, and left the premises in charge of the deponent; that one Baptiste Letourneau went to improve part of this tract, and that the deponent went and forbade said Letourneau from doing it, as it was the property of his brother Williams, then absent, and left in charge of the deponent; and that Letourneau did then leave the premises: in the year following, the claimant returned from the Indian country, and employed a man to make a fence in front of the tract, and turned each corner about four or five rods; this hired man cleared about one and a half or two acres on the upper part of the tract; that, from 1801 to this day, the premises have remained in charge of the deponent, who has always resided on river Huron: the house and part of the fence are still standing.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 693; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to Wednesday next, at nine in the forenoon.

WEDNESDAY, October 17, 1810.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Friday next, at nine in the forenoon.

FRIDAY, October 19, 1810.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Monday next, at nine in the forenoon.

MONDAY, October 22, 1810.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Wednesday next, at nine in the forenoon.

WEDNESDAY, October 24, 1810.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Friday next, at nine in the forenoon.

FRIDAY, October 26, 1810.

The Board met at nine in the forenoon, pursuant to adjournment.

ISAAC TODD.—The claimant, by John Askin, his attorney in fact, presented a petition that the said claim, (No. 267,) which was rejected on the 25th of October, 1808, may be revised, and new testimony be taken thereon: the petition was read and filed, and is in the words and figures following, to wit:

To the honorable the Commissioners of the United States' Land Office at Detroit.

DETROIT, October 25, 1810.

Isaac Todd, by his attorney in fact, (John Askin,) comes before the commissioners, at said Detroit, and prays said commissioners to reconsider their decision, made and entered at Detroit, on the 28th day of October, 1808, upon a notice of claim filed by him for a certain tract of land, lying upon the Detroit river, containing seven arpents front and fifty arpents depth, which said claim stands numbered in the plot of survey 267, and by the said commissioners entered *rejected*; because the said Isaac Todd says, that, since the said decision of said commissioners upon said claim, he, the said Isaac, has discovered witnesses, which he is ready to produce before said commissioners, who can and will prove that said tract of land, or some part thereof, was improved and cultivated on the 1st of July, 1796; and that the same premises have been uniformly cultivated ever since, down to the present time; and further says, that, at the time the said claim was under investigation before said commissioners, your petitioner had it not in his power to procure said witnesses, or otherwise identify and prove said facts, as the lines had not then been accurately ascertained, since the witnesses introduced not being able to identify said land claimed.

FOR ISAAC TODD,
JOHN ASKIN, *Agent*.

And thereupon it is considered by the commissioners that the prayer of the petitioner ought not to be granted. And then the Board adjourned to Monday next, at nine in the forenoon.

MONDAY, October 29, 1810.

The Board met at nine in the forenoon, pursuant to adjournment.

No. 718. JOHN ASKIN, Sen.—The Board took into consideration the ninth claim of John Askin, which was entered with the former commissioners at Detroit, on the 19th of November, 1805, in vol. 3, page 139, to a tract of land, situate on the north side of river Rouge, containing nineteen perches, French measure, in front, by fifty acres, French measure, in depth.

Whereupon, John Shaw was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, on the 1st of July, 1796, the claimant was in possession; that there were on the premises a house and barn, and about three-fourths of an acre under fence; and that, from that time to 1806, the possession has been kept by tenants.

Joseph Weaver, another witness, being sworn, deposed and said, that this tract of land has been occupied by tenants for these nine years.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 718; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of, the Land Office at Detroit.

No. 719. JAMES MCGILL.—The Board took into consideration the claim of James McGill to a tract of land, situate on Prairie Ronde, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 3, page 134, under the date of 19th November, 1805.

This tract contains six acres in front by seventy in depth, bounded in front by the second concession, in rear by unconceded lands, on one side by lands claimed by Isaac Todd, and on the other side by lands claimed by François Durocher.

Whereupon, Joseph Chamberlain was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, on the 1st of July, 1796, Louis Barthe lived on the premises, as agent to John Askin, and remained thereon until 1798, when the deponent went and lived on the same premises, and remained thereon three years as a tenant; that Conrad Coleman succeeded to the deponent, and remained thereon one year; that, afterwards, Joseph Livernois enclosed and cultivated part of the premises every year to this day for the claimant.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 719; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

The Board took into consideration the claim of William Ancram, (No. 668,) to a tract of land, situate on river Huron, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 2, page 76, under the date of 31st January, 1806, and postponed 29th December, 1809.

Whereupon, Christian Clemens was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, in the year 1799, the Indians, to wit, Wittaness and his band, lived in the houses of the Moravian towns, and continued therein five or six years afterwards; and that they used to have their corn fields a short distance above the town; that one of the same band, by the name of Kossin, planted corn on the opposite side of the river from the town, last summer; that, in the year 1799, the late Richard Conner, deceased, was living on the lower part of the town, and had there a dwelling house and a barn, and about ten or twelve acres under cultivation and enclosed; that he continued thereon until he died, since which time his widow and heirs have occupied the same.—Postponed.

And then the Board adjourned to Wednesday next, at nine in the forenoon.

WEDNESDAY, October 31, 1810.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Friday next, at nine in the forenoon.

REUBEN ATTWATER,
PETER AUDRAIN,
JAMES ABBOTT.

No. 23.

Transcript of the proceedings of the Commissioners of the Land Office at Detroit, from the 2d of November, 1810, to the 28th day of February, 1811, inclusive.

FRIDAY, November 2, 1810.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Monday next, at nine in the forenoon.

MONDAY, November 5, 1810.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Wednesday next, at nine in the forenoon.

WEDNESDAY, November 7, 1810.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Friday next, at nine in the forenoon.

FRIDAY, November 9, 1810.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Monday next, at nine in the forenoon.

MONDAY, November 12, 1810.

The Board met at nine in the forenoon, pursuant to adjournment.

The Board reconsidered the claim of William Ancram, (No. 668,) which was postponed the 29th October last.

Whereupon, Jacques Loson was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, to the best of his knowledge, about twenty-seven or twenty-eight years ago, the Moravian ministers, with Indians of the Delaware nation, were living on the premises; that Wittaness resided in the village, and cultivated lands in the same, or near it, for many years previous to the 1st July, 1796, and several years after. The deponent recollects Wittaness telling him that Mr. Askin owned a large quantity of land, from the Moravian village upwards; that, about fifteen years ago, the late Mr. McNiff, surveyor, went up to river Huron, with the interpreter, Sanscrainte, and informed the deponent that they had come to survey the land, by order of Mr. Askin; that the Indians were in company with Mr. McNiff, and were very well pleased, and that they went out with the surveyor to help him, and to accelerate the survey; that about twenty or thirty arpents were under cultivation, and enclosed in several places; and about twenty to twenty-five cabins and houses were thereon erected.—Postponed.

No. 720. ISAAC TODD.—The Board took into consideration the seventh claim of Isaac Todd, which was entered with the former Commissioners of the Land Office at Detroit, in volume 1, page 123, under the date of 19th November, 1805.

Whereupon, Jacques Loson was brought forward as a witness in behalf of the claimant, who, being duly sworn, gave the same evidence as in the preceding claim, verbatim.—Postponed.

No. 721. JAMES MCGILL.—The Board took into consideration the sixth claim of James McGill, which was entered with the former Commissioners of the Land Office at Detroit, in volume 1, page 134, under the date of 17th November, 1805.

Whereupon, Jacques Loson was brought forward as a witness in behalf of the claimant, who, being duly sworn, gave the same evidence, verbatim, as in the case of William Ancram, No. 668.—Postponed.

And then the Board adjourned to Wednesday next, at nine in the forenoon.

WEDNESDAY, November 14, 1810.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Friday next, at nine in the forenoon.

FRIDAY, November 16, 1810.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Monday next, at nine in the forenoon.

MONDAY, November 19, 1810.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Wednesday next, at nine in the forenoon.

WEDNESDAY, November 21, 1810.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Friday next, at nine in the forenoon.

FRIDAY, November 23, 1810.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Monday next, at nine in the forenoon.

MONDAY, November 26, 1810.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Wednesday next, at nine in the forenoon.

WEDNESDAY, November 28, 1810.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Friday next, at nine in the forenoon.

FRIDAY, November 30, 1810.

The Board met at nine in the forenoon, pursuant to adjournment.

No. 722. JOHN ASKIN, Sen.—The Board took into consideration the third claim of John Askin, Sen. to a tract of land, situate on the south side of river Raisins, which was entered with the former Commissioners of the Land Office at Detroit, in volume 1, page 138, under the date of 19th November, 1805.

Whereupon, Charles Reaume was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that Charles Baron was in possession and occupancy of the premises, and continued so until he sold, jointly with the deponent, to the claimant; that when the claimant purchased, no person lived on the premises, which were then under the care of Charles Baron, with other property of the deponent; about three or four arpents are under cultivation.—Postponed.

No. 723. JOHN ASKIN, Sen.—The Board took into consideration the fourth claim of John Askin, Sen. to a tract of land, situate on the north side of river Raisins, which was entered with the former Commissioners of the Land Office at Detroit, in volume 1, page 138, under the date of 19th November, 1805.

Whereupon, Charles Reaume was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, on the 1st July, 1796, Pierre Baron had the premises in his charge, as agent for the deponent; that he did reside near this tract, and take care of it; that a person resided on the same; that the deponent, jointly with Pierre Baron, sold the premises to the claimant in the same month. About three or four arpents are under cultivation.—Postponed.

John Askin, in person, filed an affidavit in the words and figures following, to wit:

John Askin, Senior, Esq. being sworn, deposes, that, on the 28th day of April, 1786, he made a purchase for himself and William Ancram, Esq. then major in the thirty-fourth regiment, and commandant at Detroit, sundry improvements of the Moravian ministers, and others, by them made on the river Huron, which empties into lake St. Clair, at a place called the Moravian village, for which he paid two hundred dollars; he likewise purchased for himself and said Ancram, the improvements made at the same place by the Moravian or Christian Indians, sixteen in number, for which he paid them the further sum of two hundred dollars, which fact and payment is evidenced by the deed of sales recorded by the late George Hoffman, Register of the Land Office at Detroit, in liber E, folio 3. Your deponent also paid one John Bull the further sum of fifty dollars for his improvements at said place; and the deponent further saith, that, as a further consideration for said improvements, the deponent and said Ancram, at their own expense, furnished said Moravians two vessels to enable them and their Indians to return to Muskingum, their former place of residence; and also purchased most of their canoes to assist their departure; and that they received the pointed thanks of said Moravians, through Mr. John Huckenwelder, their chief missionary, for their liberality and assistance. At the time they made the purchase of said Moravians, and others, the improvements consisted of more than twenty houses, with many out-buildings; the whole they purchased, to the exception of one dwelling-house, with a cellar, &c. occupied and claimed by the late Richard Conner, together with an Indian corn-field, also improved by him, with a yard or garden in rear of the said house; that the deponent, for himself and said Ancram, afterwards purchased of the Chippawa Indians, eleven of their principal chiefs signing said conveyance, the soil on which said improvements were made, as will appear by their deeds, recorded by the late George Hoffman, in liber E, folio 6; and in making said purchase, they paid said Indians a valuable consideration. The deponent and said Ancram, with a view to the accommodations of said village, and to enhance the value thereof, were at the expense of laying out and cutting a road from Detroit settlement, through the woods, to said purchase, being a distance of about twenty miles, and were at the whole expense thereof, a little assistance from the Moravian Indians excepted. As soon as the said Moravians gave up the possession, your deponent, for himself and said Ancram, made an agreement with one John Cornwall to go and take charge of said purchase; also, one Robert Dolar, Ames Weston, and some others, went on as tenants under your deponent and said Ancram, and who raised crops and resided on the premises for some time; that, after said persons leaving said premises, your deponent, for himself, and as agent for said Ancram, put into possession of said buildings and improvements one Wittaness, a chief of said Chippawa Indians, with his band, who promised to hold and cultivate said property for your deponent and said Ancram, and to endeavor to prevent encroachments made thereon by others, and particularly by the said late Richard Conner, of whom the said Wittaness often complained; that the said Wittaness and his band, under such promise or agreement, continued in the possession under the said deponent and said Ancram, and those claiming under the deponent, until he died, about five or six years ago, as the deponent has been informed, he not having seen him since the fall of 1803, to his recollection; that the deponent paid said chief ten pounds per annum, for which he holds several receipts for said payments, the last of which was for a payment due in January, 1804; that the deponent employed Philip Fry, the acting surveyor for the King, to survey said land; that he paid the said Fry for the same twenty-four pounds, and furnished him with men and provisions; that the deponent has been at the expense of repeatedly recording said deeds, papers, and vouchers, &c. making entries, &c. and has paid several times internal taxes for the same; that the deponent, on the 28th day of June, 1796, for the sum of one thousand six hundred pounds, New York currency, sold and conveyed his moiety, or half of said land, improvements, &c. to Messrs. Isaac Todd and James McGill, then merchants, residing at Montreal, in Lower Canada, who still own and claim the same. The deponent having sold and parted with his interest in said land, &c. is not directly or indirectly interested in the fate that may attend the same. He has and still acts as a friend and agent for the claimants. And further saith not.

JOHN ASKIN.

ISAAC TODD.—The claimant, by John Askin, his attorney in fact, presented a petition that the said claim (No. 268,) which was rejected on the 28th October 1803, may be revised, and new testimony be taken thereon; the petition was read and filed, and is in the words and figures following, to wit:

To the honorable the Commissioners of the United States' Land Office at Detroit.

DETROIT, November 30, 1810.

Isaac Todd, by his attorney in fact, John Askin, comes here before the commissioners at Detroit, and prays them to take up, and reconsider their decision made and entered by them at Detroit, on the 28th October, 1808, upon a notice of claim filed by him, claiming a certain tract of land, with the improvements thereon made, lying upon the Detroit river, in said district, containing, by estimation, three hundred arpents, being six arpents in front by fifty arpents in depth, which said tract claimed is numbered in the books and proceedings of said commissioners 268; and for reasons of his prayer, the said Isaac saith that, since said decision of said commissioners, he has discovered witnesses and evidence which he is ready to produce before said commissioners, by whom he is able to prove the actual possession and continual occupancy and improvements of said tract of land claimed, as above, from and before the 1st day of July, 1796, down to the present day, either under himself or those under whom he derives title; and the said Isaac saith, that, at the time said claim was under investigation before said commissioners, your petitioner had it not in his power to procure said evidence, or otherwise identify said possession and improvements, or prove the facts, the lines not having been then accurately ascertained, and such witnesses as were examined not having accurate knowledge of said land claimed.

JOHN ASKIN, *Agent for Claimant.*

And thereupon it is considered by the commissioners that the prayer of the petitioner ought not to be granted. JAMES MCGILL.—The claimant, by John Askin, his attorney in fact, presented a petition that the said claim, (No. 270,) which was rejected on the 28th October, 1808, may be revised and new testimony be taken thereon: the petition was read and filed, and is in the words and figures following, to wit:

To the honorable the Commissioners of the United States' Land Office at Detroit.

DETROIT, November 30, 1810.

James McGill, by his attorney in fact, John Askin, comes before the commissioners at said Detroit, and prays said commissioners to take up and reconsider their decision made and entered at Detroit on the 28th day of October, 1808, upon a notice of claim filed by said James McGill for a certain tract of land, with the improvements thereon, made, lying upon the Detroit river, in said district, containing six arpents in front and fifty in depth; which said tract of land is numbered, and by the commissioners in their proceedings entered rejected.

Because the said James saith that, since said decision of said commissioners, he has found witnesses and evidence which he is ready to produce before said commissioners, by whom he is able to prove the actual possession and continued occupancy and improvements of said tract of land claimed from and before the 1st July, 1796, down to the present time, either under himself, or those under whom he derives title in and to the said land; and the said James saith that, at the time said claim was under investigation before said commissioners, your petitioner had it not in his power to procure said witnesses and evidence, or otherwise to identify and prove said facts; the lines not having at that time been accurately ascertained, and the witnesses introduced not being able to identify said land claim.

JOHN ASKIN, *Agent for Claimant.*

And thereupon it is considered by the commissioners that the prayer of the petitioner ought not to be granted.

And then the Board adjourned to Monday next, at nine in the forenoon.

MONDAY, December 3, 1810.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Wednesday next, at nine in the forenoon.

WEDNESDAY, December 5, 1810.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Friday next, at nine in the forenoon.

FRIDAY, December 7, 1810.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Monday next, at nine in the forenoon.

MONDAY, December 10, 1810.

The Board met at nine in the forenoon, pursuant to adjournment.

No. 723. BATISTE LADEROUTE.—The Board took into consideration the claim of Batiste Laderoute to a tract of land, situate at Grand Marais, and the notice by him filed the 31st December, 1808, was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, December 31, 1808.

Take notice that I claim a tract of land, situate at Grand Marais, containing three arpents in front by forty in depth, bounded in front by river Detroit, in rear by Louis Cochois, on one side by Pierre Rivard, and on the other side by Gabriel St. Obin. I claim by virtue of possession, occupancy, and improvements made by me or those from whom I derive title.

BATISTE LADEROUTE, his \times mark.

Witness, PETER AUDRAIN.

This tract contains, and is bounded, as in the above notice.

Whereupon, Barnabé Campeau was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, on the 1st July, 1796, Pierre Cardinal was in possession and occupancy of the premises, and continued so until he sold to the claimant, who has possessed and occupied the same to this day. A house and out-houses are erected on the premises, and about fifty arpents are under cultivation.

The claimant, in support of his claim, exhibited a deed in the words and figures following, to wit:

DETROIT, *Comté de Wayne*:

Par devant le notaire public pour le comté de Wayne, résidant au Detroit, fut présent le Sieur Pierre Cardinal, demeurant dans le côté du nord-est de la paroisse Ste. Anne, dans le dit comté, lequel attendu ses indispositions et les maladies dont il est affligé, reconnoissant la bienveillance et l'amitié que lui témoignent Jean Batiste Seyien, dit Laderoute, et Archange Cardinal, son épouse, qu'il autorise à l'effet des présentes, et pour l'estime qu'il leur porte, leur a par ces présentes fait donation, entre vifs pure et simple, et irrévocable, et de la meilleur forme que faire se peut, et promet garantir de tous troubles, dettes, hypothèques, évictions, aliénations, et de tout autre empêchement généralement quelconque, au dit Jean Batiste Seyien, dit Laderoute, et à Archange Cardinal, son épouse, à ces présents et acceptants, pour eux, leurs heirs, et ayant cause à l'avenir, une terre de trois arpents de front sur quarante de profondeur, sise et située dans le dit côté du nord-est de cette ville, prenant par devant au bord de la rivière du Detroit, bornée d'un côté, au nord-est, à Pierre Ricard, et de l'autre côté, au sud-ouest, à Gabriel St. Obin, avec une maison, grange, étables, verger, jardin, clôtures, &c. tel que le tout se poursuit et comporte de toutes parts, circonstances, et dépendances, ainsy que tous les animaux qui appartiennent à présent au dit donateur, meubles de menage, ustensiles d'agriculture, et généralement tout ce qui lui appartient, ou pourrait lui appartenir à l'avenir, sans en rien réserver, excepter, ny retenir, à la charge que le dit Jean Batiste Seyien, dit Laderoute, et la ditte Archange Cardinal, son épouse, promettent et s'obligent solidairement, l'un pour l'autre, au dit Sieur Pierre Cardinal, leur père et beau-père, de le nourrir avec eux, et comme eux, de lui fournir de linge et hardes à son usage, suivant son état, loger, chauffer, éclairer, blanchir, et raccommorder, le tout pendant sa vie, tant en santé qu'en maladie, et en cas de maladie de le soigner et faire soigner comme il convient, à leurs frais, et après sa mort de le faire enterrer décentement. Et il a été convenu entre les parties, qu'ils ne pouvaient s'accorder par la suite, que le dit Sieur Cardinal pourra sortir de chez les dits donataires et aller demeurer ailleurs, ou ils seront obligés de le nourrir et entretenir, comme dit est, suivant son état, le traitant toujours avec douceur et respect, comme de bons enfants doivent faire.

Et au moyen de ce, le dit Pierre Cardinal leur a de ce moment transporté, et transporte tous droits de propriété, noms, raisons, actions, et tous autres droits qu'il a et pouvait avoir en et sur la ditte terre, et autres articles mentionnées en cette donation, voulant et entendant qu'ils en soient mis en bonne possession et seigneurie, ainsy qu'il appartient; se démettant de tous ses dits biens en faveur des dits donataires, qui néanmoins ne pourront ni vendre ni engager la ditte terre durant la vie du dit donateur, pour la sûreté de sa subsistance. Car ainsy sont convenues les parties de bonne foy, promettant, &c. obligeant, &c. Fait et passé au dit Detroit, en l'étude du dit notaire, le 4 Février, l'an 1801; et les parties ayant déclaré ne savoir signer, ont fait leurs marques ordinaires, et posé leurs cachets, après lecture faite.

PIERRE CARDINAL, sa \times marque. [L. s.]

JEAN BATISTE SEYIEN dit LADEROUTE, sa \times marque. [L. s.]

ARCHANGE CARDINAL SEYIEN, sa \times marque. [L. s.]

Présence de

SIMON DROUILLARD,

JEAN BATISTE ALLAIR, sa \times marque.

Et de nous, dit notaire soussigné,

Fs. Dx. BELLCOUR, N. P. [L. s.]

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 723; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 724. JOSEPH LADEROUTE.—The Board took into consideration the claim of Joseph Laderoute to a tract of land, situate at Grand Marais; and the notice by him filed on the 28th December, 1808, was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, December 28, 1808.

Take notice that I claim title to a tract of land, situate at Grand Marais, containing two arpents in front by eighty in depth, bounded in front by river Detroit, in rear by unlocated lands; on one side by lands of the late Louis Desautier, and on the other side by lands of Michael Yax. I claim by virtue of possession, occupancy, and improvements made by me or those from whom I derive title.

JOSEPH LADEROUTE, his x mark.

Witness, PETER AUDRAIN.

Whereupon, Barnabé Campeau was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, on the 1st of July, 1796, the claimant was in possession and occupancy of the premises, and has continued so to this day: a house and barn are erected thereon, and twenty-five arpents are under cultivation.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 724; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 725. PIERRE CHENE.—The Board took into consideration the claim of Pierre Chene to a tract of land, situate at Grand Marais; and the notice by him filed on the 31st December, 1808, was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, December 31, 1808.

Take notice that I claim title to a tract of land, on which I now live, situate at Grand Marais, containing five arpents in front by forty in depth, bounded in front by the river Detroit, in rear by unconceded lands, below by lands of Macomb, and above by Michael Yax. I claim by virtue of possession, occupancy, and improvements made by me or those from whom I derive title.

PIERRE CHENE, his x mark.

Witness, PETER AUDRAIN.

Whereupon, Barnabé Campeau was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, on the 1st July, 1796, Jean Baptiste, dit Benjamin Marsac, was in possession and occupancy of the premises, and continued so until he sold to Joseph Serre, dit St. Jean, who possessed the same until he sold to the claimant, who has occupied and cultivated the premises to this day: a house and barn are erected thereon; and about eighty arpents are under cultivation.

The claimant, in support of his claim, exhibited a deed in the words and figures following, to wit:

TERRITOIRE DE MICHIGAN, District du Detroit:

L'an mil huit cent six, et le 27^{me} jour du mois de Juin, furent présents les Sieurs Joseph Serre, dit St. Jean, habitant, demeurant au Grand Marais, dans le district du Detroit, et territoire de Michigan, d'une part, et Pierre Chene, dit Cahousa, demeurant près de la ville du Detroit, d'autre part; lesquels ont déclaré et reconnu, et par ces présentes reconnoissent, en présence des témoins soussignés, avoir fait le marché et les conventions suivantes, savoir: le dit Joseph Serre, dit St. Jean, vend, cède, transporte, et délaisse au dit Pierre Chene, ses hoirs, et ayant cause à l'avenir, une terre de cinq arpents de front sur quarante de profondeur, sise et située au Grand Marais, avec tous les bâtiments susconstruits, verger, clôtures, &c. (laquelle terre le dit Joseph Serre, dit St. Jean, a dernièrement acquise du Sieur Benjamin Marsac.) aux clauses et conditions suivantes, savoir: que le dit Pierre Chene payera au dit Joseph Serre la somme de mille pounds, cours de la Nouvelle York, comme suit, c'est à dire: une cent pounds au premier jour de Septembre prochain, et les autres neuf cent pounds en neuf années consécutives: c'est à dire, cent pounds, avec l'intérêt légal, au premier jour Septembre de chaque année suivante, jusqu'au parfait et entier paiement de la susdite somme de mille pounds; auquel temps le dit Joseph Serre, dit St. Jean, promet, s'engage, et s'oblige, de passer et délivrer au dit Pierre Chene, ses hoirs, ou ayant cause à l'avenir, un contrat de vente en bonne forme, et de lui remettre tous les anciens contrats de la dite terre depuis et y compris le contrat de concession par le Gouvernement de France.

Et le dit Pierre Chene, pour lui, ses hoirs, et ayant cause à l'avenir, en considération de ce que dessus, promet et s'oblige de payer, ou faire payer, au dit Joseph Serre, ses hoirs, ou ayant cause à l'avenir, la susdite somme de mille pounds, cours de la Nouvelle York, de la manière et aux époques mentionnées cy-dessus, pour valeur et considération de la dite terre.

Le dit Joseph Serre garantit au dit Pierre Chene, ses hoirs, et ayant cause, la dite terre de toutes dettes, hypothèques, et de toute trouble généralement quelconque, mais il est entendu et agréé entre les parties, que la dite terre restera affectée et hypothéquée au dit Joseph Serre, jusqu'à l'entier et parfait paiement des dites mille pounds; et que le dit Pierre Chene ne pourra la vendre ni l'engager à qui que ce soit à moins qu'il ne paye au dit Joseph Serre, ses hoirs, ou ayant cause, la balance qui pourra alors être due sur les dites mille pounds; et dans ce cas, le dit Joseph Serre, ses hoirs, ou ayant cause, en recevant la dite balance, sera obligé de passer et de délivrer au dit Pierre Chene, ses hoirs, ou ayant cause, un contrat en bonne forme; et de lui délivrer tous les papiers concernant la dite terre, comme il est mentionné cy-dessus. Le dit Joseph Serre se réserve quatre quarts de l'omme chaque année jusqu'au parfait et dernier paiement.

Fait et passé, en double, au Detroit, le jour et an que dessus; et les parties ont signé et scellé, en présence de témoins, après lecture faite des présentes.

JOSEPH SERRE. [L. s.]
PIERRE CHENE. [L. s.]

Scellé et délivré, en présence de

PETER AUDRAIN,
ARCH. LYONS.

Il est entendu et agréé entre les parties cy-dessus, que le dit Pierre Chene payera au dit Joseph Serre, l'intérêt de six pour cent sur la somme de neuf cent pounds, pour la première année, c'est à dire, cent cinquante-quatre pounds, pour principal et intérêt, et continuera chaque année en suite à payer cent pounds, et l'intérêt de toute la somme qui restera due pour balance des dites mille pounds.

JOSEPH SERRE.
PIERRE CHENE.

Témoins présents,

PETER AUDRAIN,
JAMES MAY.

DETROIT, Octobre 16, 1806.

Je, soussigné, reconnois avoir reçu de Pierre Chene la somme de deux cent cinquante piastres, ou dollars, monnaie légale des Etats Unis, étant pour parfait paiement de la somme due au 1^{er} de Septembre dernier, en acompte d'une terre que je lui ai vendue suivant marché passé comme cy-dessus.

JOSEPH SERRE.

Témoin, PH. LECUYER.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, subject to the mortgage therein specified, and that he have a certificate thereof, which certificate shall be No. 725; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to Wednesday next, at nine in the forenoon.

WEDNESDAY, December 12, 1810.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Friday next, at nine in the forenoon.

FRIDAY, December 14, 1810.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Monday next, at nine in the forenoon.

MONDAY, December 17, 1810.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Wednesday next at nine in the forenoon.

WEDNESDAY, December 19, 1810.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Friday next, at nine in the forenoon.

FRIDAY, December 21, 1810.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Monday next, at nine in the forenoon.

MONDAY, December 21, 1810.

The Board met at nine in the forenoon, pursuant to adjournment.

No. 726. ANGELIQUE CICOT AND HER CHILDREN.—The Board took into consideration the claim of Angelique Cicot, wife of Jean Baptiste Cicot, and her children, to a tract of land on river Detroit, which was entered by Gabriel Godfroy, her agent, with the former Commissioners of the Land Office at Detroit, in vol. 1, page 99, under the date of the 14th November, 1805.

This tract contains, by estimation, one hundred and twenty arpents, it being three arpents in front by forty in depth, bounded in front by the river Detroit, in rear by unconceded lands, below by lands of Riopel, and above by lands of Laferté.

Whereupon, Alexis Labadi was brought forward as a witness in behalf of the claimants, who, being duly sworn, deposed and said, that, many years previous to the 1st July, 1796, the claimants were in possession and occupancy of the premises, and have continued so to this day: a dwelling-house and barn are erected on the premises, and above forty acres are under cultivation and enclosed.

And thereupon it doth appear to the commissioners that the claimants are entitled to the above described tract of land, and that they have a certificate thereof, which certificate shall be No. 726; and that they cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

The Board took into consideration the claim of Gabriel Godfroy, (No. 684,) to a tract of land, situate on river Raisins, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 181, under the date of 25th January, 1805.

This tract contains, by estimation, ninety arpents, more or less, it being three arpents by thirty, bounded in front by a small river where a mill is erected, above by lands of Jean Baptiste Couture, and below by lands of Bourdeaux, dit Lisle Ronde.

Whereupon, Jean Baptiste Cicot was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, on the 1st July, 1796, the claimant was in possession and occupancy of the premises, and has caused the same to be cultivated every year since that time to this day.

And thereupon it doth appear to the commissioners that the claimant is entitled to the above described tract of land, and that he have a certificate thereof, which certificate shall be No. 684; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

No. 727. GABRIEL GODFROY.—The Board took into consideration the claim of Colonel Gabriel Godfroy to a tract of land, situate on river Detroit; and the notice by him filed on the 31st December, 1808, was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, December 31, 1808.

Please take notice that I claim title to a tract of land, situate, lying, and being on the Detroit river, beginning at a stake on the bank of said river, between this tract and a tract confirmed to Robert Navarre; thence north thirty degrees, west one hundred and nineteen chains sixteen links, to a post; thence north fifty-nine degrees, east two chains and ninety links, to a post; thence south thirty degrees, east one hundred and twenty chains thirty-six links, to a post; thence, along the border of said river, south eighty-two degrees, west three chains and thirteen links, to the place of beginning. I claim title to this tract of land by virtue of possession, occupancy, and improvements made by me or by those from whom I derive title.

G. GODFROY.

Whereupon, Jean Baptiste Cicot was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the claimant was in possession and occupancy of the premises, and has continued so to this day: a store-house is erected on the premises.—Postponed.

No. 728. THE HEIRS OF JACQUES GODFROY, deceased.—The Board took into consideration the claim of the heirs of Jacques Godfroy, deceased, to a tract of land, situate on the Detroit river; and the notice filed by Gabriel Godfroy in their behalf, on the 31st December, 1808, was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

DETROIT, December 31, 1808.

Please take notice that we claim title to a tract of land, situate, lying, and being on the Detroit river, beginning at a stake on the bank of said river, between the claimants and Gabriel Godfroy, Sen.; thence north thirty degrees, west one hundred and twenty chains thirty-six links; thence north fifty-nine degrees, east ten chains and seventy links; thence south twenty-six degrees, east one hundred and twenty-one chains fifty-two links, to Detroit river; thence, following along the said river, to the place of beginning. We claim title to this tract by virtue of possession, occupancy, and improvements made by us or those from whom we derive title.

For the heirs of the late JACQUES GODFROY,

G. GODFROY.

Whereupon, Jean Baptiste Cicot was brought forward as a witness in behalf of the claimants, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, Gabriel Godfroy, father to the claimants, was in possession and occupancy of the premises, and has continued so to this day: a dwelling-house and out-houses are erected on the premises.—Postponed.

No. 729. Colonel GABRIEL GODFROY.—The Board took into consideration the claim of Colonel Gabriel Godfroy to a lot of ground on river Detroit; and the notice by him filed on the 31st December, 1808, was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR:

Please take notice that I claim title to a tract of land, situate, lying, and being on the Detroit river, containing, by estimation, three acres, it being one acre and a half in front, by one acre and a half in depth, bounded in front by said river, and in rear by Jacques and François Lasselle's lands, on the northeast by lands of J. and F. Lasselle, and on the southwest by lands of the heirs of Jacques Godfroy, deceased. I claim title by virtue of possession, occupancy, and improvements made by me or those from whom I derive title.

G. GODFROY.

This lot of ground contains, and is bounded, as in the above notice.

Whereupon, Jean Baptiste Cicot was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, on the 1st July, 1796, the widow of Alexis Delille was in possession and occupancy of the premises, and continued so until she sold to the claimant, who has possessed and occupied the same to this day: a distillery is erected on the premises.—Postponed.

And then the Board adjourned to Wednesday next, at nine in the forenoon.

DETROIT, December 31, 1808.

WEDNESDAY, December 26, 1810.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Saturday next, at nine in the forenoon.

SATURDAY, December 29, 1810.

The Board met at nine in the forenoon, pursuant to adjournment.

No. 730. J. AND F. LASSELLE.—The Board took into consideration the claim of Jacques and François Lasselle to a tract of land, situate on the north side of river Raisins, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 1, page 234, under the date of 27th November, 1805.

This tract contains six arpents in front by eighty in depth, bounded above by Robert, dit Touton Navarre, and below by Antoine Campeau.

Whereupon, Joseph Jobin was brought forward as a witness in behalf of the claimants, who, being duly sworn, deposed and said, that, on the 1st July, 1796, Jean Baptiste Couture was in possession and occupancy of the premises, and continued so until he sold to Eutreau Navarre, from whom the claimants have purchased, who have occupied the same since that time to this day. A dwelling-house, a barn, and other out-houses are erected on the premises; and sixty arpents are under cultivation and under fence.—Postponed.

The Board reconsidered the claim of Jacques and François Lasselle, (No. 507,) which was postponed the 14th December, 1809.—Postponed.

No. 731.—The Board took into consideration the claim of Jacques and François Lasselle to a tract of land on the north side of river Raisins, which was entered with the former Commissioners of the Land Office at Detroit, in volume 1, page 234, under the date of 27th November, 1808.—Postponed.

And then the Board adjourned to Monday next, at nine in the forenoon.

MONDAY, December 31, 1810.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Wednesday next, at nine in the forenoon.

WEDNESDAY, January 2, 1811.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Friday next, at nine in the forenoon.

FRIDAY, January 4, 1811.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Monday next, at nine in the forenoon.

MONDAY, January 7, 1811.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Wednesday next, at nine in the forenoon.

WEDNESDAY, January 9, 1811.

The Board met at nine in the forenoon, pursuant to adjournment.

The Board reconsidered the claim of Col. Francis Chabert, (No. 339,) which was rejected on the 11th December, 1809. Solomon Sibley, agent for the claimant, filed an appeal from the decision of the commissioners, and prayed that it may be recorded on the minutes of the Board, and it is entered in the words following, to wit:

To the Commissioners of the United States' Land Office at Detroit.

DETROIT, January 9, 1811.

Francis Chabert Joncaire, by Solomon Sibley, his agent, comes before the honorable said commissioners, &c; and because the decision and judgment, as given and entered of record on the 11th day of December, 1809, upon claim, (No. 339,) said claim is rejected as void and unfounded; therefore, the said Francis Chabert Joncaire, claimant to the said tract of land, as in his notice filed with the Register will appear, excepts to said judgment and decision as erroneous and contrary to law, and therefore enters this his appeal; and for reasons of exceptions to said decision and appeal therefrom, in his behalf, alleges and saith that the evidence by him adduced before said commissioners in support of said claim was and is fully sufficient to establish the right of the claimant in and to the said tract of land and premises by him claimed, according to the spirit, meaning, and intent of the laws of the United States, in such case made and provided; and that the said claimant was and is entitled to a confirmation thereof, in him and in his heirs and assigns; and that a patent may be granted to him for the same.

For FRANCIS CHABERT JONCAIRE,
SOLOMON SIBLEY, Agent.

And then the Board adjourned to Friday next, at nine in the forenoon.

FRIDAY, January 11, 1811.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Monday next, at nine in the forenoon.

MONDAY, January 14, 1811.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Wednesday next, at nine in the forenoon.

WEDNESDAY, January 16, 1811.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Friday next, at nine in the forenoon.

FRIDAY, January 18, 1811.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Monday next, at nine in the forenoon.

MONDAY, January 21, 1811.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Wednesday next, at nine in the forenoon.

WEDNESDAY, January 23, 1811.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Friday next, at nine in the forenoon.

FRIDAY, January, 25, 1811.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Monday next, at nine in the forenoon.

MONDAY, January 28, 1811.

The Board met at nine in the forenoon, pursuant to adjournment.

NO. 732. MELDRUM AND PARK.—The Board took into consideration the claim of Meldrum and Park to a tract of land, situate on river St. Clair, and the notice by them filed the 29th December, 1808, was read in the words and figures following, to wit:

The honorable Commissioners of the Land Office, for the Territory of Michigan.

DETROIT, December 24, 1808.

Please take notice and enter on your records a certain tract of land, lying and being on the north side of river St. Clair, containing three acres, more or less, in the front, on said river, and forty acres in depth, bounded by unlocated lands, and on both sides by lands of Jacob Hill.

For MELDRUM AND PARK,
GEORGE MELDRUM.

This tract contains, and is bounded, as in the above notice.

Whereupon, Jean Simare was brought forward as a witness in behalf of the claimants, who, being duly sworn, deposed and said, that, previous to the 1st July, 1796, the claimants were in possession and occupancy of the premises, and have caused part of the said tract to be cultivated every year since by their tenants.

And thereupon it doth appear to the commissioners that the claimants are entitled to the above described tract of land, and that they have a certificate thereof, which certificate shall be No. 732; and that they cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to Wednesday next, at nine in the forenoon.

WEDNESDAY, January 30, 1811.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Friday next, at nine in the forenoon.

FRIDAY, February 1, 1811.

The Board met at nine in the forenoon, pursuant to adjournment.

The Board reconsidered the claim of Henry Berthelet, (No. 655,) which was postponed on the 4th December, 1809.

And thereupon it doth appear to the commissioners that the claimant is not entitled to the said tract of land; and that, therefore, his claim be rejected.

NO. 737. JOSEPH DESCHATELET.—The Board took into consideration the claim of Joseph Deschatelet to a tract of land, situate at Plaisance, and the notice filed by Antoine Guy in his behalf, on the 23d December, 1808, was read in the words and figures following, to wit:

To the Register of the Land Office at Detroit.

SIR: DETROIT, December 23, 1808.

Take notice that I claim title to a tract of land, situate at Plaisance, near river Raisins, containing five acres in front, more or less, by about twenty-five in depth, bounded in front by La Grande Coulee, and in rear by l'Isle aux Fievriers, on one side by Pierre Fournier, and on the other side by lake Erie. I claim by virtue of possession, occupancy, and improvements made by me or those from whom I derive title.

For JOSEPH DESCHATELET,
ANTOINE GUY, his \times mark.

Witness, PETER AUDRAIN.

This tract contains, and is bounded, as in the above notice.

Whereupon, Pierre Bourdeaux was brought forward as a witness in behalf of the claimant, who, being duly sworn, deposed and said, that, on the 1st July, 1796, this tract was in possession of a person whose name he doth not recollect, and who sold, as the deponent was informed, to Baptiste Leduc, from whom the claimant has purchased, and who has lived on the premises these seven years, and has cultivated the same; about two or three arpents are under cultivation, and a dwelling-house is erected thereon.—Postponed.

And then the Board adjourned to Monday next, at nine o'clock in the forenoon.

MONDAY, February 4, 1811.

The Board met at nine o'clock in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Wednesday next, at nine o'clock in the forenoon.

WEDNESDAY, February 6, 1811.

The Board met at nine o'clock in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Friday next, at nine o'clock in the forenoon.

FRIDAY, February 8, 1811.

The Board met at nine o'clock in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Monday next, at nine o'clock in the forenoon.

MONDAY, February 11, 1811.

The Board met at nine o'clock in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Wednesday next, at nine o'clock in the forenoon.

WEDNESDAY, February 13, 1811.

The Board met at nine o'clock in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Friday next, at nine o'clock in the forenoon.

FRIDAY, February 15, 1811.

The Board met at nine o'clock in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Monday next, at nine o'clock in the forenoon.

MONDAY, February 18, 1811.

The Board met at nine o'clock in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Wednesday next, at nine o'clock in the forenoon.

WEDNESDAY, February 20, 1811.

The Board met at nine o'clock in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Friday next, at nine o'clock in the forenoon.

FRIDAY, February 22, 1811.

The Board met at nine o'clock in the forenoon, pursuant to adjournment.

No. 738. JAMES MAY, Esq.—The Board took into consideration the claim of James May, Esq. to a tract of land, situate on the river aux Ecorces, which was entered with the former Commissioners of the Land Office at Detroit, in vol. 2, page 97, under the date of 19th February, 1805.

This tract contains three hundred and sixty acres, it being six acres in front by sixty acres in depth, bounded in front by the rear of the farms of Baptiste Rousson, Louis Bourrasa, and Joseph Bondi, and in rear by unceded lands. This tract was formerly part of the said three farms sold by said James May to said Rousson, Bourrasa, and Bondi.—See Nos. 62, 46, and 65.

The claimant, in support of his claim, exhibited three deeds, which were read in the words and figures following, to wit:

DETROIT:

Par devant François Desruisseaux Bellecour, notaire au Detroit, y résidant, et témoins soussignés, furent présents les Sieurs Amable St. Cosme, Jean Baptiste Pitre, comme ayant épousé feüe Demoiselle Marie St. Cosme, faisant et agissant pour ses enfants mineurs; Antoine Beaubien, tuteur, et pour Pierre Dejean, fils de feüe Demoiselle Theatiste St. Cosme, et le notaire soussigné, représentant et faisant aussi pour Charles Courtois, absent de cette province, lesquels et aux dits noms reconnoissent par ces présentes avoir vendu, cédé, quitté, transporté, et délaissé, dès maintenant et à toujours, au Sieur James May, demeurant en cette ville, à ce présent et acceptant acquéreur, pour lui, ses huirs, et ayant cause à l'avenir, tous les droits successifs, mobiliers et immobiliers, fruits, et revenus d'iceux, droits, noms, raisons, actions, rescindants et rescisoires, à eux appartenants, qui leur sont échus par les décès de feu Pierre St. Cosme et de Dame Catherine Barois St. Cosme, leur père et mère, en quelques lieux et endroits que les dits biens et droits successifs se trouvent dus et situés, en quoiqu'ils puissent consister, sans aucune reserve, encore qu'ils ne soient ici particulièrement exprimés ny déclarés; voulant les dits vendeurs que le dit acquéreur, ses dits huirs, et ayant cause à l'avenir, jouisse et dispose de tout ce qu'il pourra retirer et recevoir de leurs dits droits successifs, comme de choses à lui appartenantes, au moyen des dites présentes, promettant pour eux et aux dits noms ne jamais inquiéter le dit acquéreur dans la paisible possession et jouissance des dits biens et revenus d'iceux.

Cette vente, cession, transport, et délaissement, ainsi fait pour et moyennant la somme de quatre-vingt pounds, cours de la Nouvelle York, pour les quatre présents vendeurs, dont chacun d'eux reconnoit en son particulier avoir reçu vingt pounds pour sa part, disant être content et satisfait, en tenant quitte et déchargé le dit acquéreur, qui s'oblige d'acquitter toutes les dettes qui pourraient être demandées par qui que ce soit aux dits vendeurs à cause des dites successions. Et au moyen de ce, et aux conditions susdites, les dits vendeurs et aux dits noms ont en outre transporté et transportent au dit acquéreur, ses dits huirs, et ayant cause à l'avenir, tous et tels droits de propriété, fonds, noms, raisons, actions, seizine, possession, et autres choses généralement quelconques, qu'ils avaient et pouvoient prétendre sur les dits droits successifs, dont ils se sont par ces présentes dessaisis, pour et au profit du dit Sieur James May, qui fera à ses fraix les poursuites nécessaires pour le recouvrement des dits biens. Car ainsi sont convenues les parties de bonne foy, promettant, &c. obligant, &c. renonçant, &c. Fait et passé au dit Detroit, en l'étude du dit notaire, le 18ème jour de Février, 1796, avant midi; et ont les parties signé, ou fait leurs marques ordinaires, et scellé à la minute, après lecture faite, suivant l'ordonnance.

AMABLE ST. COSME, s × marque.

ANTOINE BEAUBIEN.

JEAN B^{TE} PITRE, s × marque.

JAMES MAY.

Présence de MATTHEW DONOVAN.

JOSEPH ROWE,

FR. DX. BELLECOUR, Not. Pub. et faisant pour CHARLES COURTOIS.

DETROIT:

Par devant François Desruisseaux Bellecour, notaire au Detroit, y résidant, et témoin soussigné, fut présent le Sieur Dominique St. Cosme, lequel reconnoit par ces présentes avoir de son bon gré, et sans aucune contrainte, vendu, cédé, quitté, transporté, et délaissé, dès maintenant et à toujours, au Sieur James May, demeurant en cette ville, à ce présent et acceptant acquéreur, pour lui, ses huirs, et ayant cause à l'avenir, tous les droits successifs, mobiliers et immobiliers, fruits et revenus d'iceux, droits, noms, raisons, et actions, rescindants et rescisoires à lui appartenants, et qui lui sont échus par les décès de feu Sieur et Dame St. Cosme, ses père et mère, en quelques lieux et endroits que les dits biens et droits successifs se trouvent dus et situés, en quoiqu'ils puissent consister, sans aucune reserve, encore qu'ils ne soient ici particulièrement exprimés ny déclarés (excepté les droits du dit Dominique St. Cosme sur l'isle aux Daindes, et sur une terre qui avait été vendue à Antoine Robert, à la rivière aux Ecorces, qu'il se reserve pour en avoir sa part suivant ses droits;) voulant le dit vendeur que le dit sieur acquéreur, ses dits huirs, et ayant cause à l'avenir, jouisse et dispose de tout ce qu'il pourra retirer et recevoir des dits droits successifs, comme de choses à lui appartenantes, au moyen des dites présentes. En outre, le dit Dominique St. Cosme cède et abandonne pour toujours au dit James May tout ce qui lui est dû par Pierre Michel Campeau, de la ditte rivière aux Ecorces, par une obligation en date du 17 Oct. 1787, laquelle il a remis au dit acquéreur, pour en faire son profit; promettant le dit Dominique St. Cosme ne jamais inquiéter le dit James May dans la paisible possession et jouissance des dits biens et revenus d'iceux.

Cette vente, cession, transport, et délaissement, ainsi fait pour et moyennant le prix et somme de deux cent pounds, cours de la Nouvelle York, que le dit acquéreur promet et s'oblige de payer au dit vendeur, comme suit, savoir: soixante-six pounds, treize shillings, et quatre pence, à mesure qu'il en aura besoin, d'ici au 1er d'Août de l'année 1797; la même somme l'année suivante, et la dernière somme de soixante-six pounds, treize shillings, et quatre pence, pour dernier et parfait paiement, aussi à mesure qu'il aura besoin du second terme, au 1er d'Août de l'an 1799, et d'acquitter toutes les dettes qui pourraient être demandées au dit vendeur, à cause et concernant les dites successions. Et au moyen de ce, et aux conditions susdites, le dit Dominique St. Cosme a transporté et transporte au dit James May, ses dits huirs, et ayant cause à l'avenir, tous et tels droits de propriété, fonds, noms, raisons, actions, seizine, possession, et autres choses généralement quelconques, qu'il avait et pouvait prétendre sur les dits droits successifs par héritage, donations, legs, ou autrement, dont il s'est par ces présentes dessaisi, pour et au profit du dit James May, qui fera à ses fraix les poursuites nécessaires pour le recouvrement des dits biens, excepté pour l'isle aux Daindes et la terre du dit Robert, comme il est dit cy-devant. Car ainsi sont convenues les parties de bonne foy, promettant, &c. obligant, &c. Fait et passé au dit Detroit, paroisse de St. Antoine, en l'étude du dit notaire, le 30 jour de Juillet l'an 1796; et ont signé et scellé, après lecture faite suivant l'ordonnance.

D. ST. COSME. [L. s.]

JAMES MAY. [L. s.]

Présence de JOHN SHIPBOIS,

F. D. BELLECOUR, Not. Pub.

L'an 1797, le 4 May, fut présent Amable St. Cosme, lequel a reconnu avoir vendu, cédé, transporté, et délaissé, dès à présent et à toujours, à Jacques May, écuyer, à cet acceptant, pour lui, ses huirs, et ayant cause à l'avenir, une terre de quatre arpents de front à la rivière aux Ecorces, et cent arpents de profondeur, bornée à l'est par Joseph Bondi, fils, et à l'ouest par Joseph Bondi, père; tel que la ditte terre de quatre arpents se poursuit et comporte, sans par le dit vendeur en rien excepter, réserver, ni retenir, et dont le dit acquéreur se tient content et satisfait. Cette vente, cession, transport, et délaissement, ainsi fait pour et moyennant la somme de deux mille livres, argent du pays, égale à la somme de trois cent trente-trois dollars et un tiers, monnoye légale des Etats Unis, que le dit vendeur reconnoit avoir reçue, et dont il est content et satisfait. Au moyen de quoy, le dit vendeur a transporté au dit acquéreur tous et tels droits de propriété, noms, raisons, actions, qu'il pouvait avoir et prétendre sur la ditte terre, dont il se déssaisit et dévet en faveur du dit acquéreur, ses huirs, et ayant cause, pour lui faire jouir

comme de chose à lui appartenante, voulant et entendant que le dit acquéreur en demeure saisi, et mis en bonne possession et seigneurie, ainsi et par qu'il appartiendra en vertu des présentes. Et pour l'exécution des présentes, les parties ont élu leurs domiciles au Detroit, et entendent que le présent acte soit enregistré au greffe du comté de Wayne, ou partout où besoin sera. Fait et passé au Detroit le jour et an que-dessus, et les parties ont signé et scellé les présentes.

En présence de PETER AUDRAIN.

Personally came before me, Nathan Williams, Esq. one of the Judges of the Court of Common Pleas, Amable St. Cosme, who acknowledged the foregoing to be his deed and act, and that, as such, it may be recorded. In testimony whereof, I have hereto subscribed my name, at Detroit, the 4th May, 1797.

AMABLE ST. COSME, sa x marque. [L. s.]

NATHAN WILLIAMS, J. C. C. P. W. C.

The claimant relies on the testimony given respecting the claims of Jean Baptiste Rousson, (No. 62;) of Louis Bourassa, (No. 46;) and Joseph Bondi, (No. 65)—this claim being the back of the three tracts claimed by them.

And thereupon it doth appear to the commissioners that the claimant is not entitled to the said tract of land; and that, therefore, this claim be rejected.

And then the Board adjourned to Monday next, at nine in the forenoon.

MONDAY, February 25, 1811.

The Board met at nine in the forenoon, pursuant to adjournment; and, there being no business, adjourned to Thursday next, at nine in the forenoon.

THURSDAY, February 28, 1811.

The Board met at nine in the forenoon, pursuant to adjournment.

The Board reconsidered the claim of Gabriel Godfroy, (No. 727,) which was postponed on the 24th December last.

And thereupon it doth appear to the commissioners that the claimant is entitled to the said tract of land, and that he have a certificate thereof, which certificate shall be No. 727; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

The Board reconsidered the claim of the legal heirs of Jacques Godfroy, (No. 728,) which was postponed on the 24th December last.

And thereupon it doth appear to the commissioners that the claimants are entitled to the said tract of land, and that they have a certificate thereof, which certificate shall be No. 728; and that they cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

The Board reconsidered the claim of Gabriel Godfroy, (No. 729,) which was postponed on the 24th December last.

The claimant, in support of his claim, exhibited a deed, which was read in the words and figures following, to wit:

TERRITOIRE DE MICHIGAN, *District du Detroit*, ss.

Par devant moy, George McDougall, notaire public pour le district cy-dessus, dûment commissionné et sermenté selon la loi, et témoins soussignés, fut présent Madame Marianne Campeau, veuve de feu Alexis Bienvenu, dit Delille; laquelle dame a reconnu, et par ces présentes reconnoît avoir vendu, cédé, transporté, et délaissé, dès maintenant et à toujours, promet faire jouir et garantir de tous troubles, dons, douaires, dettes, hypothèques, évictions, aliénations, substitutions, et de tout empêchement généralement quelconque, aux Sieurs Gabriel Godfroy, père, et Jean Baptiste Beaugrand, négociants, dans le dit territoire de Michigan, à ce présents acceptants acquéreurs, pour eux, leurs heirs, et ayant cause à l'avenir, un emplacement situé sur la terre à présent occupée par la dite dame, veuve Delille, vendeuse, dans le côté au sud-ouest de la ville du Detroit, et surnommé le côté des Poutouatamis, contenant cent quatre-vingt-douze pieds de largeur, sur trois cent dix pieds de profondeur, plus ou moins, s'ils se trouve, tenant le dit emplacement d'un côté, sud-ouest, à la terre du dit acquéreur, et de l'autre côté, au nord-est, au reste de la terre appartenante à la susdite dame vendeuse, à prendre aussi le dit emplacement sur le bord de la rivière Detroit, et borné sur le derrière par une clôture de pieux de bout actuellement existante; laquelle partage son vergier d'avec le dit emplacement, tel et ainsi que le dit emplacement se poursuit et comporte de toutes parts, circonstances, et dépendances, avec les bâtiments susconstruits, clôtures, &c. que les dits acquéreurs disent bien savoir et connoître, et dont ils sont contents et satisfaits.

Cette vente, cession, transport, et délaisement, ainsi fait pour et moyennant la somme de trente-six pounds treize shillings et six pence, cours de la Nouvelle York, égale à quatre-vingt-onze piastres ou dollars, et huit centimes et trois quarts, monnaie légale des Etats Unis, que la dite dame vendeuse reconnoît avoir reçu comptant des dits acquéreurs, lors et avant la passation des présentes, et dont elle les tient quitte, et les décharge, ainsi que tous autres. Au moyen de quoy, la dite vendeuse a de ce moment transporté, et par ces présentes transportent aux dits acquéreurs, leurs heirs, et ayant cause à l'avenir, tous et tels droits de propriété, noms, raisons, et actions, et tous autres droits qu'elle a et pouvait avoir sur le dit emplacement, s'en démettant et désaisissant à leur profit; voulant et entendant qu'ils en soient mis et demeurent en bonne et suffisante possession et seigneurie, par qui et ainsi qu'il appartiendra en vertu des présentes. Fait et passé au Detroit, dans le susdit district du Detroit, et territoire de Michigan, le 31 jour de Juillet, de l'an de notre Seigneur mil huit cent six; et la dite dame veuve vendeuse ayant déclaré ne savoir signer, a faite sa marque ordinaire, et a scellé en présence de témoins, après lecture faite.

MARIANNE CAMPEAU, sa x marque. [L. s.]

Veuve d'Alexis Bienvenu Delille.

Scellé et délivré en présence de

FRS. PEPIN,
JOSEPH VOYER.
GEO. McDOUGALL, N. P.

TERRITORY OF MICHIGAN, *District of Detroit*, ss.

I, George McDougall, notary public, by lawful authority, duly admitted and sworn, for the district and territory aforesaid, do hereby certify and attest, that, on the day of the date hereof, before me personally appeared the within named Marianne Campeau, widow of Alexis Bienvenu, dit Delille, who, in my presence, did sign and seal, and, as her act and deed, deliver the within instrument of writing, or deed of alienation; and Francois Pepin, and Joseph Voyer did also, in my presence, subscribe their respective names thereunto, together with me, the said notary public, as witnesses of such sealing and delivery: And I do further certify and attest, that I also read and explained to the said widow the within deed; and she wishes not to retract it, and consenteth that it may be recorded.

In faith and testimony whereof, I, the said notary public, have hereunto set my hand and notarial seal, at Detroit, in the said territory of Michigan, the 31st day of July, 1806.

GEO. McDOUGALL, N. P. [L. s.]

And thereupon it doth appear to the commissioners that the claimant is entitled to the said tract of land, and that he have a certificate thereof, which certificate shall be No. 729; and that he cause the same to be surveyed, and a plot of the survey, with the quantity of land therein contained, to be returned to the Register of the Land Office at Detroit.

And then the Board adjourned to to-morrow, at nine in the forenoon.

REUBEN ATTWATER,
PETER AUDRAIN.
JAMES ABBOTT.

9th CONGRESS.]

No. 136.

[2d Session.]

LAND CLAIMS IN THE DISTRICT OF VINCENNES.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, JANUARY 3, 1807.

TREASURY DEPARTMENT, *January 3, 1807.*

SIR:

I have the honor to enclose a supplementary report of the commissioners appointed to investigate the claim to land in the district of Vincennes.

In this they have inserted nearly the whole of their former report, with the addition of the situation of the several tracts of land, so far as the same has been ascertained, and have introduced some new matter, which seems to consist of the following points:

1st. They have confirmed two claims for four hundred acres each, which had not, at the date of their first report, been supported by sufficient evidence.

2d. They have positively rejected a number of claims which were, in their former report, stated as entered, but unsupported by any evidence whatever. In these cases, the evidence adduced is now transmitted.

3d. The act of 1791 had authorized the Governors to decide on certain claims. The third section of the act of March 26, 1804, and the fifth section of the act of March 3, 1805, virtually declare that persons having claims of that description should forfeit the same, unless they were entered with the register and submitted to the commissioners. The commissioners have thought themselves bound, unless there was a suspicion of fraud by the decision of the Governors, and have confirmed all the claims approved by said Governors, which have been entered with the Register. A number of perfectly similar claims have, from various causes, not been thus entered and submitted to the Board. The commissioners have in this supplementary report given a list of all the claims not entered with them, which can be ascertained from the territorial records to have been ratified by the Governors; for it appears very doubtful, from an examination of the act of 1791, whether Congress had a right to pronounce a forfeiture in relation to that description of claims, in case the claimants did not perform a certain subsequent act.

4th. Some additional papers respecting Judge Vanderburgh's claim are added to this report; and a representation, together with some documents transmitted by that gentleman to the treasury, are also enclosed.

I have the honor to be, respectfully, sir, your obedient servant,

ALBERT GALLATIN.

Hon. Mr. BOYLE, *Chairman of the Land Committee.*COMMISSIONERS' OFFICE, VINCENNES, *November 27, 1806.*

SIR:

We have the honor of transmitting you a supplement to our report of the 25th of March, 1806.*

The paper entitled supplement to document A and C, is a duplicate of the same to which we have annexed the situation of each tract, already surveyed under the authority of the Governors.

As to the claims designated therein as unsurveyed, some are specific, and the description of the spot granted is annexed to each of them: the others, which are without specification of place, remain yet to be located, and have obtained here the denomination of floating rights. To the same are also added certain corrections therein specified.

As the donation tracts are all laid out in a body, of which a map has been transmitted to you, we have thought it superfluous to make out a new list. We must, however, notice an error which seems to have taken place in transcribing the donation list. There is but one donation tract granted to one Gabriel Custo, now claimed by William Bullett. Those names we find erroneously inserted in the abovementioned document a second time.

The paper entitled supplement to document D, is a duplicate of confirmations made by the commissioners, wherein we state the situation of each tract granted upon a claim of improvement, and whether the land confirmed has been already appropriated or not. Additions have also been made thereto, as therein specified.

The paper entitled supplement to document E, contains certain rejections made since our report of March 25, 1806.

The paper entitled supplement to No. 1 of document H, contains a further illustration of the case of Henry Vanderburgh, Esq.

A number of claims appear in our returns, as confirmed by the Governors, but not entered in the Register's office by the persons to whom they belong. Upon which we will beg leave to observe, that a considerable time elapsed before the act of Congress of March, 1804, as far as it related to land claims in this territory, was fairly understood; that an opinion generally prevailed, that grants or confirmations made by the Governors, under the authority of law, did not require any further step on the part of the grantees to be valid.

That the absence of some, the under age or absolute ignorance of others, did not permit them to conform to the requisitions of the said act. Under the impression that these circumstances plead strongly in behalf of persons so situated, and that Congress may have a full knowledge of the extent of the grants made by the different Governors in this district, we have, as far as we were able to ascertain from the territorial records, returned every grant thus made, with the addition of the words not entered, where a notice of the claim has not been filed in the Register's office.

We have the honor to be, respectfully, sir, your most obedient servants,

JOHN BADOLLET,
NATHANIEL EWING.

* See No. 132.

SUPPLEMENT TO A AND C.

A.

List of lands confirmed by the different Governors, in virtue of French or British grants, and of court and commandant deeds.

Original Claimants.	Quantity.	Surveyed or not.	Present Claimants.	Situation.
Astruc, alias Guignavlet, Alexis	-	Surveyed,	Jeremiah Mayes,	Between Des Chis and White river; bounded by William Reed, Peter Frederick, and vacant land.
Asturgus, Minor	50	Do.	Minor Asturgus, heirs of,	On river Des Chis, bounded by Mich. Thurn, J. R. Jones, Benj. Beckes, and others.
Asturgus, Minor	340.44	Do.	Same,	On Bosseron creek, bounded by Frederick Berger; James Ledgerwood, and others.
Addison, William	59.116	Do.	Louis N. Fortin,	On waters of Wilson's creek, joining No. 12, additional donation.
Arduine, L.	300	Do.	John Westfall,	On southeast side of White river, joining P. Catt.
Aschar, Joseph	50	Not surveyed,	William Bullett,	
Arpin, Jean Baptiste	50	Surveyed,	Thomas Melton,	On White river, joining the additional donation below, and joining the mouth of a small creek.
Askin, John	68.16	Do.	John Askin,	On northwest side Wabash.
Barril, Francois	25	Not surveyed,	Laurent Bazadune.	
Bondy, Antoine	50	Do.	Not entered.	Above the Little Rock, on the Wabash, joining Paul Gamelin.
Berger, Frederic	136.16	Surveyed,	Daniel Smith,	On waters of river Des Chis, bounded.
Boyer, Francois	136.16	Do.	John Pea,	On southeast side of Wabash, below the Little Rock, joining Jacques Rough.
Bosseron, Francois	50	Do.	Adam Harness,	On northwest side of Wabash, bounded by A. F. Snapp and the Wabash.
Bordeau, Antoine	340.44	Do.	Abner Reeves, heirs of,	In Catheline Prairie, bounded by Charles Lefevre, and René Langlois.
Beckes, Benjamin	68.21	Do.	Antoine Bordelau, heirs of,	On river Des Chis, bounded by Minard Asturgus.
Beckes, Benjamin	200	Do.	Benjamin Beckes,	Ditto, adjoining his tract of 340 acres, in right of Moses Carter.
Beckes, Benjamin	100	Do.	Do. do.	Ditto, adjoining his tract of 200 acres, in right of F. Vigo.
Beckes, Benjamin	125	Do.	Do. do.	On waters of Marie creek, joining said Price.
Bolon, Hypolite	200	Do.	David Price,	Ditto, ditto, joining other lands of said B. D. Price.
Bonhomme, Jean Baptiste	272	Do.	Benjamin D. Price,	On the southeast side of Wabash, opposite the Little Rock, joining Harness,
Barrackman, Henry	100	Do.	Jacob Plough,	On White river, joining Al. Ramsay.
Berger, Peter	150	Do.	David Crook,	On south side of White river, joining other lands of said Decker.
Biedle, Elias	50	Do.	Heirs of Isaac Decker,	In forks of Marie creek, joining A. Wilkins.
Bosseron, Francois	200	Do.	Dubois & Marchall,	On northwest side Wabash, joining John Askins and M. Brouillette.
Binette, Jean Baptiste	130.16	Do.	Dubois & Marchall,	In the lower prairie, joining Dagneau, and P. Derousse.
Bonhomme, Jean Baptiste	61.140	Do.	Vital Boucher,	Ditto.
Bolon, Anable	103.110	Do.	Abraham F. Snapp,	On Snall's creek.
Barrackman, Peter	50	Do.	Peter Barrackman, heirs of,	On river Des Chis, Barrackman's station.
Bordeau, Michel, heirs of Decointré,	170.27	Not surveyed,	Jacob Pea.	
Berger, Frederick, Jun.	300	Surveyed,	Heirs of Frederick Berger,	On the high ground, between Marie and Bosseron creeks, joining said Berger, J. Ledgerwood, and Black.
Berger, Frederick, Sen.	300	Do.	Frederick Berger, Sen.	On the high ground, between Marie and Bosseron creeks, joining Black.
Boyer, Francois	50	Do.	Francis Williams,	On the high ground, between Marie and Bosseron, joining other lands of said Williams.
Boucher, Vital	87.48	Do.	William H. Harrison,	In the upper prairie.
Bosseron, Francois	136.16	Do.	Same,	On the north side of Wabash, joining other lands of said Harrison.
Bailly, John	136.16	Do.	Same,	Ditto, ditto, joining other lands of said Harrison.
Bordeau, Antoine	50	Not surveyed,	Jeremiah Claypole.	
Bolon, Louis	50	Do.	Same.	

SUPPLEMENT TO A AND C—Continued.

Original Claimants.	Quantity.	Surveyed or not.	Present Claimants.	Situation.
Bosseron, Francois	50	Surveyed,	Toussaint Dubois,	On southeast side of White river, joining other lands of Dubois.
Bosseron, Francois	340.44	Do.	Same,	Id'co, joining heirs of John Glass, and other lands of said Dubois.
Bergand, Charles	34	Surveyed,	Same,	On Embarras river, joining other lands of said Dubois.
Bergon, Louis	50	Not surveyed,	Same,	Located below the mouth of Natte river, on northwest side of Wabash, adjoining other lands of said Dubois.
Bazinette, Francois	50	Do.	George Wallace, Jun.	
Boyer, Toussaint	50	Do.	Same.	On Mill creek, joining R. Buntin, F. Vigo.
Barrackman, Peter, heirs of, assignee of } Andre Langueuoc	136	Surveyed,	United States, (vide Special Report.)	
Beauchain, Jean Baptiste, heirs of	200	Not surveyed,	George Wallace.	In Cathelmette prairie. Quantity not mentioned.
Barrackman, Peter, heirs of	59.80	Do.	Susan Sullivan.	On the northwest side of the Wabash, joining.
Boyer, Peter	68	Surveyed,	Jean Baptiste Laplante,	Five miles below Vincennes, joining N. Chapard.
Bergand, Dominique	50	Not surveyed,	William McIntosh,	At the grand rapids on the west side of the Wabash.
Bono, Nicholas	68	Surveyed,	Same,	In upper prairie joining.
Boyer, Louis	3.16	Do.	Henry Vanderburgh,	In the Indian fields, joining Vincennes.
Bosseron, Francois	68	Not surveyed,	Same,	In lower prairie, joining Villeneuve and Mallett.
Borneau, Charles	68	Surveyed,	Sean F. Hantranch, heirs of	In the prairie of the Grand Marsh, joining P. Goder and Vaudry.
Bailard, Nicholas	68.8	Do.	Nicholas Bailard, heirs of	On northwest side of Wabash, joining heirs of P. Ganelin and T. Jones.
Barthe, Pierre	340.40	Do.	Robert Buntin,	
Brouillette, Michel	200	Not surveyed,	Same.	Located on Embarras, at or near the black ground, joining.
Buette, Jean Baptiste	68	Do.	Simon Gonzalis,	Granted, on northwest side of Wabash, joining other lands of said Vigo.
Bergeron, Louis, the original grantee, J. B. } Charlier	150 } 150 }	Surveyed,	Francis Vigo,	On White river, joining J. Decker.
Berger, George	300	Do.	John R. Jones,	Do.
Bosseron, Francois	136.16	Not surveyed,	George Berger, heirs of	Do.
Bosseron, Francois	136.16	Do.	John R. Jones.	Located between Simpson's and lands of said Wyant.
Boyer, Louis,	50	Illegally ditto,	Same.	
Barrackman, Christopher	200	Not surveyed,	Christopher Wyant,	
Barrackman, Abraham	150	Do.	Christopher Barrackman, heirs of	
Bonneau, Charles, sen.	50	Do.	Abraham Barrackman.	
Bosseron, Jean Baptiste	136.16	Surveyed,	Henry Pea.	On the northwest side of the Wabash, joining Robert Buntin and S. Baird.
Bordeaux,	136.16	Do.	Benjamin Bullett,	On river Des Chis, joining other lands of said heirs.
Coder, Pierre, widow of	105.16	Do.	Joshua Harbin, heirs of	In the lower prairie.
Cardinal, Jean Baptiste	80.54	Do.	Vital Boucher, and her heirs,	bounded by Nicholas Byerjeon, and M. Bonleleau.
Carter, Moses	50	Do.	Francis Racicos,	Ditto.
Carmichael, James	340	Do.	Adam Harness,	On southeast side of Wabash, at the little rock, joining Jacob Plough.
Charbneau, Jacques	150	Not surveyed,	Benjamin Beckes,	On river Des Chis, joining his other tracts.
Coder, Rene, Jun.	50	Surveyed,	Ephraim Jordan,	On waters of Bosseron, joining James Ledgerwood.
Charlier, Joseph	50	Do.	Thomas Holder,	On White river, joining the following tract of said Kuykindall.
Cardinal, Jacques	201	Do.	Abraham Kuykindall,	On ditto, joining other lands of said Kuykindall.
Catty, Antoine	103.12	Do.	Same.	On southeast of the upper prairie lots, joining J. Latrimouille and W. Reed.
Catty, Antoine	112	Do.	Patrick Simpson,	In the lower prairie, joining widow Leveron.
Catty, Phillip	50	Not surveyed,	Antoine Catty,	On southeast of White, river, including the forks of Conger's creek, joining other lands of said Catt.
Catty, Phillip	300	Surveyed,	Philip Catt,	

Chapard, Nicholas	-	-	Do.	Nicholas Chapard, heirs of	-	In the lower prairie, joining Ray and L. Matheff, No. 14.
Cardine, Jean	68.24	-	Not surveyed,	Same,	-	Granted, below the lower prairie, joining heirs of Dominique Bergaud.
Coder, André	69	-	Surveyed,	James Johnston, Esq.	-	On Mill creek, joining said Johnston, General Gibson, and others.
Charlier Debeauch, Joseph	180	-	Do.	William H. Harrison,	-	Below the lower prairie, on the Wabash, joining A. Monplaisir and W. Pagé.
Chapard, Nicholas, Jun.	118.145	-	Do.	Frederick Lindsey,	-	On waters of river Des Chis, joining S. and L. Frederick, and vacant land.
Coder, François	68.16	-	Not surveyed,	Nicholas Chapard, Jun. heirs of	-	Granted, below the lower prairie, to be reserved for a full quantity.
	136.16	-	Do.	Francis Coder, heirs of	-	Granted, at the Horse-shoe swanly, south of the lower prairie, at the end of the first concession.
Chapard, Nicholas	50	-	Do.	William McIntosh,	-	On Mill creek, joining McGowen, and other lands of Vanderburgh.
Cartier, Pierre	92.80	-	Surveyed,	Henry Vanderburgh,	-	Ditto, ditto, ditto.
	43.80	-	Do.	Francis Vigo,	-	On Bossaron creek.
Cornoyer, Pierre	264	-	Do.	James Ledgerwood,	-	In the upper prairie, joining H. Vanderburgh and F. Vigo.
Cornoyer, Pierre	68	-	Do.	Pierre Cornoyer, heirs of	-	On northeast side of Wabash, at the Natl river, joining said Valli.
Chabert, Jean	50	-	Not surveyed,	Same,	-	On southeast side of Wabash, joining lands late of Jacques Lacroix, now Buntin's,
Charbonneau, Jacques	50	-	Surveyed,	Alexander Valli,	-	and lands late of J. Bard.
	400	-	Do.	Robert Buntin,	-	On the east, and joining the donation and lands late of J. Cardinal, now Buntin's.
Cardinal, Jacques	400	-	Do.	Same,	-	On Mill creek, joining other lands of R. Buntin and H. Vanderburgh.
Chapard, Nicholas	408.50	-	Do.	Same,	-	In the upper prairie, joining other lands of said Buntin and F. Vigo.
Charlier, Joseph	31.80	-	Do.	Francis Vigo,	-	In upper prairie, joining widow of A. Lefevre.
Charbonneau, Jacques	68.24	-	Do.	Same,	-	Ditto, joining James Charbonneau.
Charlier, Joseph	31.80	-	Do.	Same,	-	Ditto, joining James Charbonneau.
Cardinal, Nicholas	68.24	-	Do.	Same,	-	On Mill creek, joining Simpson, McClure, and J. R. Jones.
Coder, René	273	-	Do.	Same,	-	Granted, on northwest side of Wabash, opposite Vincennes.
Charlier, Jean Baptiste	68.16	-	Not surveyed,	Same,	-	Granted, at the Little village.
Clark, George R.	272	-	Do.	William Clark,	-	On River Des Chis, bounded by Minard Asturgus, J. Minor, and J. R. Jones.
	165.40	-	Do.	John R. Jones,	-	Ditto, bounded by J. R. Jones, George Catt, and vacant lands.
Cuntz, Felix	175	-	Do.	Jacob Minor,	-	At the Black Ground, on Embarras.
Coder, Francis, heirs of	50	-	Not surveyed,	Christopher Wyant,	-	On river Des Chis, Barrackman's station.
Confen, alias Chataway, Jacques	340.40	-	Surveyed,	John Smali,	-	Ditto.
Chabotte, Joseph	50	-	Not surveyed,	André Racine Ste. Marie,	-	On north side of White river, joining said Fidler and others.
Coder, Jean	340.28	-	Do.	Peter Barrackman, heirs of	-	On river Des Chis, bounded by Reed, John Pea, Seb. Frederick, and others.
Cardine, Louis	144.60	-	Do.	Same,	-	On White river, bounded by donations and by Isaac Decker.
Cardine, Jean	195.140	-	Not surveyed,	George Fidler,	-	On waters of river Des Chis, bounded by B. Beckes, John Pea, T. Jordon, and others.
Coder, Pierre	136.16	-	Surveyed,	Pierre Coder, heirs of	-	In Catheline prairie.
Divore, Philip	50	-	Not surveyed,	John Crawford, heirs of	-	On Marie creek, joining other lands of said Price.
Dagenet, François	300	-	Surveyed,	Adam Harness,	-	Ditto.
Decker, Tobias	85	-	Do.	Moses Decker,	-	On river Des Chis, joining B. Beckes, Moses Decker, John Pea, and P. Catt.
Decker, Moses, sen.	300	-	Do.	Benjamin D. Price,	-	On south side of White river, joining Joseph Decker, and heirs of John Glass.
Delanier, Jean Baptiste	136.16	-	Do.	Jean Baptiste Delanier,	-	On waters of river Des Chis, joining B. Beckes and J. Pea.
Derazier, alias Pipi Bonaventure	136	-	Surveyed,	Samuel,	-	On waters of Mill creek.
Dizi, Barbara	50	-	Do.	Abraham Decker, Sen.	-	Ditto.
Decker, John	160	-	Do.	Same,	-	On White river, joining other lands of said Kynkindall.
	124	-	Do.	Antoine Marchal,	-	On waters of Mill creek, joining the donation, J. R. Jones, and others.
	60	-	Do.	Jean Baptiste Duchesne, heirs of	-	On northwest side Wabash, joining Dubois and Marchal.
Duchesne, Jean Baptiste	65.16	-	Do.	Abraham Kuykindall,	-	Ditto.
Duchene, Jean Baptiste	62.32	-	Do.	James Johnston, Esq.	-	On northwest side Wabash, joining said Julie and Ursule.
Denoyon, Louis	306.32	-	Do.	Ursule and Julie Bosseron,	-	
Drouet, alias Richardville, Antoine	200	-	Do.	Ursule and Julie Bosseron,	-	
	200	-	Do.		-	
	50	-	Do.		-	

SUPPLEMENT TO A AND C—Continued.

Original Claimants.	Quantity.	Surveyed or not.	Present Claimants.	Situation.
Dudovoir, alias Lachine, Charles	68.24	Surveyed,	William H. Harrison,	In the upper prairie, joining F. Vigo.
Davis, Antoine	68.16	Do.	Wm. Morrison, & heirs of A. Davis	Granted in the lower prairie, joining P. Bono and A. Marie.
Denis, Jacques	102.12	Do.	Toussaint Dubois,	On Embarras river, joining other lands of said Dubois.
Daton, Valentine	136.16	Do.	Same	Ditto.
Dubois, Toussaint	68.21	Do.	Jean Baptiste Dubois, heirs of,	In the lower prairie, joining Jacques Denis and others.
Dubois, Jean Baptiste	50	Not surveyed,	Same	In the lower prairie, joining heirs of F. Hamtramck and Roy.
Decoutaux, Joseph	68.16	Surveyed,	Lake Decker, Esq.	On river Des Chis, joining said Decker.
Decker, Luke	30.44	Do.	Same	Ditto.
Decker, Joseph, Sen.	300	Do.	Abraham Decker,	On southeast side of White river, adjoining Isaac Decker.
Decker, Isaac	340.44	Do.	Isaac Decker, heirs of	On north side White river, joining Adam Haruoss and others.
Dronet, alias Richardville, Antoine	17	Not surveyed,	Antoine Dronet.	
Dugal, Antoine	50	Do.	Thomas Jones.	
Dugneau,	68.16	Surveyed,	Henry Vanderburgh,	In the upper prairie, joining P. Bonneau and J. Dorret.
Delsile, Charles	50	Do.	Isaac Minor,	On waters of White river, joining W. Mays.
Ditard, Jean	34	Not surveyed,	Samuel Baird,	On northwest side of Wabash, joining Pierre Cornoye and J. Brassard.
Ducharme, Joseph	136.16	Do.	J. F. Hamtramck, heirs of,	On northwest side of Wabash, joining Bazadone's and Hunot.
Dubois, Jean Baptiste	68.16	Do.	Francis Vigo,	In the barrens at Belle Fontaine. Survey not returned.
Dubois, Jean Baptiste	340.44	Do.	Same,	Ditto.
Daton, Valentine T.	34	Not surveyed,	John R. Jones,	On the river Des Chis, joining lands late of F. Kintz.
Davis, Antoine	136	Do.	William Morrison,	Granted joining the common fence in the white oak level.
Denoyon, Louis	102	Do.	Not entered.	
Dudevoire, Charles, alias Lachine	68.16	Surveyed,	Charles Dudevoire,	In the lower prairie, joining Edline and Lambert Barrois.
Ditz,	68.16	Do.	William McTosh.	In the lower prairie, joining Michel Bordeleau, and Francis Mallet.
Decker, Abraham	340.44	Not surveyed,	Abraham Decker.	
Dube,	260	Do.	John R. Jones.	
Daton, Hannah	136.16	Do.	Henry Cassidy,	Granted on northwest side Wabash, bounded by T. Dubois and others.
Edline, Alexis, Joseph, and Nicholas	200	Do.	Thomas Baird,	On waters of Wabash, joining R. Buntin, heirs of F. Hamtramck and others.
Edline, Louis	50	Do.	John Durham,	On Marie creek, joining said Durham's mill tract.
Edline, Alexis, Joseph, and Nicholas	200	Do.	Toussaint Dubois,	On Wabash, at the Little Rock, joining heirs of N. Perrot, T. Baird, & R. Buntin.
Edline, Louis	68.16	Do.	Vincent Lafoy,	In lower prairie, joining the church lands.
Edline, Louis	68.16	Do.	Andre des Biens,	Ditto, joining V. Lafoy and L. Denoyon.
Edline, Louis	57	Do.	Louis Edline, heirs of Wm. Bullett,	Ditto, joining lands late of L. Edline and F. Vigo.
Edline, Louis	56.100	Do.	Louis Edline, heirs of	Ditto, joining A. Cay and F. Vigo.
Edline, Louis	66	Do.	Lewis Frederick,	On the Muddy run, bounded by Wm. Reed, P. Devore, and said Frederick.
Frederick, Lewis	934	Do.	Same	On Conger's creek, on southeast side of White river.
Frederick, Sebastian	200	Do.	Sebastian Frederick, heirs of	On Conger's creek, on southeast side of White river.
Frederick, Peter	300	Do.	Peter Frederick,	On waters of White river, bounded by J. Mays.
Frederick, Sebastian	300	Do.	Sebastian Frederick,	On waters of White river, bounded by the heirs of Glass and M. Thorn.
Foyz, F. Williams	20	Not surveyed.	Antoine Marchal.	
Fensley, William	335	Do.	William Fernsley.	
Goder, Louis	400	Do.	Same	
Glass, John	34	Surveyed,	Not entered,	In the Catheline prairie, joining heirs of Jos. Lafenillade and Delaurier.
Gamelin, Pierre	300	Do.	Louis Goder, heirs of,	Ditto.
	68	Do.	John Glass, heirs of	On east side White river, bounded by S. Frederick, J. Decker, & heirs of Bosseron.
	50	Do.	Henry Kirk,	On Potoka, joining the No. 104 and 105 of the militia lands.

Gamelin, Paul	-	-	-	-	34	Do.	Paul Gamelin, heirs of	North side of the Wabash, bounded by R. Buntin, P. Cornoye, and the Wabash.
Gamelin, Pierre, Sen. & Jun.	-	-	-	-	272.32	Do.	Antoine Marchal,	At the Little Rock on the Wabash.
Gamelin, Paul	-	-	-	-	4	Not surveyed,	Same,	In the Indian fields.
Grinmarre, Pierre	-	-	-	-	68.16	Do.	George Catt,	Granted on river Des Chis, joining Jacob Minor, and other lands of said Catt.
Gamelin, Paul	-	-	-	-	340.44	Surveyed,	William McIntosh,	At the grand rapid on the west side of Wabash.
Guarguippe, Amable	-	-	-	-	136.16	Do.	Same,	At the Little Rock above Vincennes, joining D. Smith, and others.
Gamelin, Paul	-	-	-	-	68.16	Do.	Francis Vigo,	In the upper prairie, joining lands late of G. Chartier, and N. Cardinal.
Gamelin, Paul	-	-	-	-	31.8	Do.	Same,	Ditto.
Grinmarre, Pierre, heirs of	-	-	-	-	50	Not surveyed,	Toussaint Dubois,	In Cathelnette prairie, joining Barrois, and heirs of A. Peltier.
Gamelin, Pierre	-	-	-	-	68.16	Surveyed,	André Racine Ste. Marie,	
Guilbea, Charles	-	-	-	-	136.16	Not surveyed,	John R. Jones	
Goder, Louis	-	-	-	-	50	Do.	Not entered,	
Holliday, James	-	-	-	-	200	Surveyed,	Joseph Millburn,	On southeast side of White river and Potoka creek, joining William Mills.
Harbin, Joshua	-	-	-	-	300	Not surveyed,	Joshua Harbin, heirs of.	On Conger's creek, southeast side of White river, joining George Leech.
Harbin, John	-	-	-	-	300	Surveyed,	John Marshal,	On south side of White river, joining John Marshal, and bottom of White river.
Hall, Christian	-	-	-	-	50	Do.	Philip Catt,	
Hall, Christian	-	-	-	-	300	Not surveyed,	Same,	On Embarras river, joining other land of said Dubois.
Hall, William	-	-	-	-	136.16	Surveyed,	Toussaint Dubois,	
Hinton, Vatchel	-	-	-	-	225	Not surveyed,	Jeremiah Claypole,	
Hall, Thomas	-	-	-	-	75	Do.	Vatchel Hinton, heirs of.	
Harput, Jean Baptiste	-	-	-	-	136.16	Surveyed,	Toussaint Dubois,	On Embarras river, joining other lands of said Dubois.
Hunot, Joseph	-	-	-	-	136.16	Do.	Luke Decker, Esq.	On river Des Chis, joining John Small.
Hunot, Gabriel	-	-	-	-	136.16	Do.	Hugh Heward,	On the west side of the Wabash, joining J. F. Hamtramck and Vigo.
Howell, Jacob, heirs of	-	-	-	-	50	Not surveyed,	Christopher Wyant,	
Howell, Jacob, heirs of	-	-	-	-	200	Do.	Same,	
Howell, Jacob, heirs of	-	-	-	-	340.44	Do.	John R. Jones,	Two hundred acres specified, joining B. D. Price on south, D. Price on east, the remainder of this tract taken up by other claimants.
Henry, Moses	-	-	-	-	136.16	Do.	Luke Decker, Esq.	
Hamelin, Joseph	-	-	-	-	136.16	Surveyed,	George Fidler,	On north side White river, joining said Fidler, and others.
Hall, William	-	-	-	-	136.16	Not surveyed,	William Hall,	
Henry, Moses	-	-	-	-	136.16	Do.	Abraham F. Snapp,	At the little village on the north side Wabash.
Harpin, Jean Baptiste	-	-	-	-	68.16	Surveyed,	Jean Baptiste Harpin,	In the lower prairie, joining F. Laugeloc, and others.
Harpin, Jean Baptiste	-	-	-	-	68.16	Do.	Same,	Ditto.
Harpin, Jean Baptiste	-	-	-	-	150	Do.	Jacob Minor,	On waters of river Des Chis, bounded by Luke Decker.
Johnson, Richard	-	-	-	-	300	Do.	James Johnson,	On waters of White river, bounded by B. Reed, T. Jordon, and E. Biddle.
Johnson, James (turner)	-	-	-	-	136.16	Not surveyed,	William Morrison, heirs of	
Jennings, Robert	-	-	-	-	400	Do.	James Johnson, Esq.	
Johnson, James, Esq.	-	-	-	-	300	Surveyed,	Same,	On Bosseron creek, joining.
Johnson, James, Esq.	-	-	-	-	229	Do.	John R. Jones,	On waters of river Des Chis, joining B. Beckes, M. Asturgas, G. Leech, and others.
Johnson, Robert	-	-	-	-	120	Do.	William Johnston,	Note. Forty-nine acres too many surveyed, therefore to be re-surveyed.
Langlois, René	-	-	-	-	50	Do.	Samuel Applegate,	
Lognon, Francois	-	-	-	-	68.16	Do.	Gabriel Hanot,	In Cathelnette prairie, joining Barrois and Borteleau.
Laderoute, Alexis	-	-	-	-	50	Do.	Not entered,	On waters of river Des Chis, joining F. Mehl, and the lines of the commons.
Levin, Joseph	-	-	-	-	136.16	Not surveyed,	Laurent Bazadone,	Granted at the little village.
Legrand, Jean M.	-	-	-	-	34	Do.	Not entered,	Ditto.
Lefevre, alias Chapeau, Antoine	-	-	-	-	200	Surveyed,	Joseph Levins, heirs of	On the southeast side of the Wabash, joining Jacob Plough.
Levin, Richard	-	-	-	-	120	Do.	Thomas Jordon,	On waters of White river, bounded by James Johnson and M. Decker.
Latrimouille, Jacques	-	-	-	-	230	Not surveyed,	Jeremiah Claypole,	
Langueloc, Francois	-	-	-	-	300	Surveyed,	Benjamin D. Price,	
	-	-	-	-	108.198	Do.	Same,	On waters of Marie creek.
	-	-	-	-	27.032	Do.	Not entered,	Do. do. joining other lands of said B. D. Price.
	-	-	-	-	50	Do.	Luke Decker, Jun.	Do. do. joining the above.
	-	-	-	-				On southeast side of White river, joining J. Decker.

SUPPLEMENT TO A AND C—Continued.

Original Claimants.	Quantity.	Surveyed or not.	Present Claimants.	Situation.
Laforest, Pierre	50	Surveyed,	Lake Decker, Jun.	On southeast side of White river, joining J. Decker.
Leach, François	100	Do.	George Leech,	In the forks of river Des Chis, joining Harbin, R. Johnson, T. Jones, and others.
Leach, George	200	Do.	Sane,	On south side White river, on Conger's creek, joining John Marshall, and White river.
Larsh, Joseph	68.16	Do.	Robert Gilmore,	On waters of river Des Chis, joining Barrackman.
Lognon, Joseph	50	Not surveyed,	Jeremiah Claypole,	
Larabon, alias Gilbeau, Antoine	68.24	Surveyed,	Joseph Barron,	In the upper prairie, joining Racine's heirs, and F. Vigo.
Languedoc, André	300	Do.	Toussaint Dubois,	On southeast side White river, joining heirs of Bosseron, on Harbin's creek.
Leveron, Joseph	109.23	Do.	André Montplaisir, heirs of	In the lower prairie, joining A. Caty, and Vital Boucher.
Lafreuil, Jacques	201	Not surveyed,	Toussaint Dubois.	
Lefevre, Pierre	40.128	Do.	Toussaint Dubois,	On the southeast side of White river, on Conger's creek.
Leveron, alias Meteyé, Joseph	304	Surveyed,	Joseph Leveron, Meteyé, heirs of	
Lionois, Jean Baptiste and wife,	50.16	Not surveyed,	Lake Decker, Esq.	On river Des Chis, joining Decoteau and J. B. Martin.
Languedoc, Charles	117.100	Surveyed,	Charles Languedoc,	In lower prairie, joining F. Languedoc and Bray.
Langlois, Arné	50	Do.	Isaac Decker, heirs of	On south side White river, joining other lands of said Decker.
Languedoc, François	117.50	Do.	François Languedoc,	In lower prairie, joining Charles Languedoc.
Lacoste, André	50	Not surveyed,	Isaac Decker, heirs of.	
Legardé, Jean Baptiste	113.16	Surveyed,	Henry Vanderburgh,	On Mill creek, joining other lands of said Vanderburgh.
Lafleur, alias Dutremble, Jean Baptiste	23.16	Do.	François Vigo,	Ditto.
Lefevre, Antoine	50	Do.	Isaac Minor,	On waters of White river, joining lands of said Minor.
Lacroix, Jacques	50	Do.	William McGowen,	In the barrens, joining Barrackman and C. Wyant.
Legrande, Jean M.	400	Not surveyed,	Robert Buntin,	On the southeast side of Wabash, joining lands late of G. B. Dubois, now Buntin's, and vacant land.
Lafreuil, Jacques	300	Surveyed,	Abraham Westfall,	On waters of Marie creek, joining J. Ocklesee and J. McClure.
Lafreuil, Pierre	100	Do.	John Lite,	In the barrens, at the Belle Fontaine.
Lafreuil, Jacques	136.16	Do.	François Vigo,	In the upper prairie, joining lands late of J. Latrimouille.
Lafreuil, Jacques	34.12	Do.	François Vigo,	Do.
Lafreuil, Pierre	68.24	Do.	Robert Buntin,	On Mill creek, joining F. Vigo, J. Johnson, and Buntin.
Lafreuil, Pierre	204	Surveyed in part, 171.96 p.	John R. Jones,	
Lefevre, Antoine	27.32	Surveyed,	François Vigo,	In the upper prairie, joining Racine's heirs, and Jas. Charbonneau.
Leveron, alias Meteyé, Joseph	40.144	Do.	Jean Baptiste Duchesne, heirs of	Ditto.
Languedoc, Charles	68.16	Not surveyed,	John Mills, heirs of	Granted near the Big swamp, joining Sauschagin and Charlotte.
Mehl, Frederick	50	Do.	Daniel Hazleton,	
Murphy, John	300	Surveyed,	Frederick Mehl,	In the barrens, bounded by F. Mehl, F. Lognon, and the commons.
Mays, William	300	Do.	Daniel Smith,	Including the old Indian village on waters of Marie creek, joining Ledgerwood.
Mays, Jeremiah	300	Do.	William Mays,	On northwest side of White river, bounded by Decker, E. Biddle, and said Mays.
Matson, Ralph	400	Do.	Jeremiah Mays,	On northwest side of White river, bounded by P. Frederick, Wm. Reed, and vacant lands.
Matson, Joseph	50	Do.	William Reed,	On waters of White river, bounded by J. Mays, widow Wilson, and other lands of said Reed.
Mallett, Antoine	68.16	Do.	Adam Harness,	On southeast side Wabash, at the Little Rock, joining other lands of said Harross.
Mallett, François	136.16	Do.	Jean Baptiste Delaurier,	In Catheline prairie, joining other lands of said Delaurier.
Martin, John	300	Do.	Benjamin Beckes,	On river Des Chis, joining other lands of said Beckes.
Mays, Robert	100	Do.	John Martin,	On northwest side of White river, joining P. Beckes, and heirs of W. Morrison.
			Robert Mays, heirs of	Between Des Chis and White rivers, joining Matson's Station.

Mallett, François	136.16	Do.	Joshua Harbin, heirs of	On river Des Chis, joining other lands of said Harbin.
Mallett, François	89.14	Do.	François Mallett, heirs of	In lower prairie, joining C. Dudoir and C. Bono.
Mallett, François	136.16	Not surveyed,	Same,	Granted at the Faux Chenal.
Montplaisir, André	118.145	Surveyed,	Same,	Below the lower prairie, on the Wabash.
Marie, widow of	50	Do.	Toussaint Dubois,	On the south side Embaras, joining other lands of said Dubois.
Mallett, Louis	68.24	Do.	Thomas Conlier,	In lower prairie, joining N. Chapard.
Martin, John	68.24	Do.	Joseph and Louis Mallett,	In Catheline prairie, joining P. Simpson.
Marie, Antoine	95.70	Do.	Isaac Decker, heirs of	In lower prairie, joining Villeneuve and F. Hamtranck.
Mallett, Pierre	50	Do.	Jean Batiste Bonhomme,	On south side of White river, joining other lands of said Decker.
Marie, Antoine	102.24	Do.	William McIntosh,	In lower prairie, joining heirs of B. Davis and G. Page, No. 8.
McNully, James	22.114	Do.	Robert Buntin,	In Catheline prairie, joining J. Tougas and J. Martin.
Mezey, Levron Louis	136.35	Do.	Christopher Wyant,	On waters of Mill creek, joining said Wyant.
Millet, Jean Batiste	68.16	Do.	Susan Sullivan,	In river Des Chis prairie, joining Luke Decker.
Noye, Jacob	900	Not surveyed,	John Noye, heirs of	On waters of Mill creek, joining A. F. Snapp.
Ouille, Jean Batiste	102.24	Surveyed,	Antoine Marshal,	Below the lower prairie, bounded by N. Chapard and A. Gamelin.
Petit, alias Lalemier, Antoine	68.16	Do.	Antoine Lalemier,	More conveyed by Lalemier than the old grant amounted to, on Wabash, below lower prairie, joining Antoine Gamelin.
	51.12	Not to be surv'd.	Toussaint Dubois,	On southeast side of White river, on Conger's creek, joining P. Catt.
Pea, Jacob	300	Surveyed,	John Pea,	On waters of Marie creek, joining B. D. Price.
Page, Guillaume	50	Do.	Adam Harness,	On northwest side of White river, joining other lands of
Pancake, Joseph	300	Do.	Abraham Huff,	On northwest side of Wabash, bounded by the river, and A. F. Snapp.
Pea, Daniel	300	Do.	Daniel Pea,	In the lower prairie, joining Querre and Cartier.
Peltier, Andrew	50	Do.	Aber Bees, heirs of	
Peltier, Eustace	34.8	Do.	Toussaint Dubois,	
Perron, Pierre	136.16	Not surveyed,	Same,	
Pillars, Richard	136.16	Do.	Same,	
Pappino, Peter	300	Surveyed,	Thomas Beckes,	On river Des Chis, joining said Beckes, and J. Martin.
Parent, Joachim	340.44	Do.	Luke Decker, Esq.	On do. joining B. Beckes.
Pluchon, Louis	68.24	Do.	Susan Sullivan,	In Catheline prairie, joining P. Laforest, No. 1.
	136.16	Not surveyed,	William McIntosh,	Granted five miles south of Vincennes.
Pagé, Guillaume	51.11	Do.	André Desbiens,	Below the lower prairie, joining lands late of A. Pettit and J. F. Rivet.
Pagé, Joseph	25.80	Do.	Francis Vigo,	Ditto.
Pagé, William	136.16	Do.	Same,	Granted on Embaras, at the black ground.
Pea, John	135.16	Do.	Same,	Ditto.
Pearon, Amable	904	Surveyed,	James Ledgerwood,	On Bosseron, joining.
Paine, Louis	136.16	Do.	Thomas Barton,	On the side of White river, about two miles above Harbin's ferry.
Perrot, Nicholas	136.16	Not surveyed,	Louis Paine,	
Pedoret, Joseph, Jun.	68.16	Surveyed,	John R. Jones,	On the Wabash, at the Little Rock, joining D. Smith, T. Dubois, and others.
Park, William	68.16	Do.	Susan Sullivan,	On the river Des Chis prairie.
Page, William	340	Do.	William Park,	In lower prairie, joining Richardville and P. Cartier, No. 20.
Querre, Pierre	68.16	Do.	James Ledgerwood,	On Bosseron creek.
Querre, Pierre	50	Not surveyed,	Abraham F. Snapp,	On the east side of Mill creek, joining R. Buntin and A. Marshal.
Racine, Jean Batiste	68.24	Do.	Jarvis Hazelton,	Granted on south side White river, joining the militia line; no lines to be found.
Robbins, John	300	Surveyed,	Paul & Marguerite Gamelin, heirs of	In the upper prairie, bounded by M. Brouellett and A. Lefevre.
	127.95	Do.	John Robbins, heirs of	On waters of river Des Chis, joining John Harbin and John Wilmore.
	85.16	Do.	Antoine Marshal,	At the Little Rock, on the Wabash.
	85.16	Do.	Abraham F. Snapp,	Ditto.
	286.155	Do.	U. S. Garrison,	Ditto.
Richard, Marie	997.112	Surv'd in part,	Patrick Simpson,	On waters of Mill creek, joining Vigo, other lands of said Simpson, vacant land, prairie lots.
Racine, François				On north side White river, joining A. Pettit and said Decker.
Ramsay, Allen	85.10	Surveyed,	Luke Decker, Esq.	On the Wabash, joining Josh. Lamotte and Hunot.
Racine, Jean Batiste	136.16	Do.	Toussaint Dubois,	On south side of White river, joining other lands of said Decker.
Racine, St. Marie François	50	Surveyed,	Isaac Decker, heirs of	

Villerey, Jean Baptiste	-	-	-	136.16	Not surveyed,	William McIntosh,	-	Granted on Embarras river, at the black ground.
Valli, Alexander	-	-	-	136.16	Surveyed,	Alexander Valli,	-	On northwest side of Wabash, at the river Natte, joining lands of Dubois.
Villeneuve, Charles	-	-	-	136.16	Not surveyed,	George Wallace, Jun.	-	-
Vaudry, Jean Baptiste	-	-	-	68.16	Surveyed,	Jean F. Hamranck, heirs of	-	In the lower prairie, joining land late of T. Dubois and late Arpin.
Vigo, Francis	-	-	-	136.16	Do.	Nicholas Cardinal, heirs of	-	In upper prairie, joining lands late of M. Brouillett and P. Conoyer.
Vigo, Francis	-	-	-	136.16	Do.	Francis Vigo,	-	On the northwest side of Wabash, joining land late of Hunot.
Vaudry, Jean Baptiste	-	-	-	68.24	Not surveyed,	Same,	-	Granted on the north side of the Wabash, joining other lands of said Vigo.
Valli, Alexander	-	-	-	100.140	Surveyed,	Alexander Valli, Jun.	-	In the upper prairie, joining J. Chartier.
Vachette, Pierre A.	-	-	-	206	Do.	Andrew Wilkins,	-	In lower prairie, bounded by Villeneuve and Dagneau.
Westfall, Abraham	-	-	-	50	Not surveyed,	Not entered.	-	In the forks of Marie creek, joining John-Widner.
Wilson, Alexander	-	-	-	300	Surveyed,	John Widner,	-	-
	-	-	-	300	Do.	Alexander Wilson, heirs of	-	In the forks of Marie creek, joining A. Wilkins, &c.
	-	-	-	180	Do.	Same,	-	On the south side of White river, bounded by J. Wilson, P. Catt, and J. Pea.
Wilmore, John	-	-	-	216	Do.	John Wilmore,	-	On waters of White river, bounded by Pea, Reed, R. Mays, and M. Decker.
Wyant, Christopher	-	-	-	134	Do.	Thomas Anderson,	-	On waters of river Des Chis, bounded by John Robins and A. Westfall.
Watkins, Samuel	-	-	-	400	Do.	John Stilwell,	-	-
Westfall, John	-	-	-	136.16	Do.	Luke Decker, Esq.	-	On river Marie, joining B. D. Price.
Wilson, Francis	-	-	-	300	Not surveyed,	William Bullett,	-	On the Wabash, joining T. Dubois.
Delortie, Louis	-	-	-	400	Do.	Francis Wilson,	-	On river Des Chis, joining the Cedar swamp.
	-	-	-	136	Do.	Not entered with the Register,	-	In the prairie of the Horse-shoe swamp.

C.

List of Lands confirmed by the different Governors in virtue of Militia rights. Those, with a number affixed, are surveyed in a body on the southeast side of White river.

Original Claimants.	No. of tract.	Surveyed or not.	Present Claimants.	Situation.
André, Pierre	-	-	Christopher Wyant.	On Wabash, opposite the Little rapids, joining lands of J. Plough and other lands of Harness.
Barrois, Lambert	47	-	Noah Spears.	
Bonhomme, Jean Baptiste	84	-	Daniel Smith.	
Baird, Thomas	-	Surveyed,	Adam Harness,	
Boyer, Jean Baptiste, or Toussaint	32	-	Jarvis Hazleton.	
Bolon, Amable	107	-	Robert Falls.	
Baird, Joseph	-	Surveyed,	Elias Biddle.	On waters of White river, joining John Martin and Jesse Thomas.
Bordeleau, Charles	-	Do.	Abraham Decker, Sen.	On south side of White river, joining L. T. Denoyon.
Barron, Joseph	-	Do.	Abraham Kuykindall,	On White river, joining other lands of said Kuykindall.
Boucher, Joseph	-	Do.	Same.	Ditto.
Beaudoin, Benjamin	-	Do.	John Pea,	On southeast side of White river, joining W. Wilson, and other lands of said Pea.
Brouillet, Michael	116	-	Toussaint Dubois.	
Barrois, Leon	58	-	Same.	
Boyer, Francois	53	-	Same.	
Bolon, Gabriel, Jun.	-	Not surveyed,	Same.	
Baird, Robert	102	Do.	John Bailey.	
Beckes, Benjamin	-	-	John Mills, heirs of.	
Borsaleau, Jean Baptiste	60	-	William McIntosh.	
Berger, Frederick	-	Surveyed,	Francis Vigo.	On waters of Mill creek, joining Buntin, Johnson, and Wyant.
Barrackman, Christopher	38	-	Christopher Barrackman, heirs of.	
Barrackuan, Abraham	122	-	Abraham Barrackman.	
Berger, Peter	74	-	Henry Pea.	
Berger, George	-	Surveyed,	John Davis.	On Bosseron, joining Ledgerwood, and other lands of said Davis.
Birge, Jean Baptiste	-	Do.	Christopher Wyant,	On the waters of Mill creek, joining said Wyant.
Bordeleau, Antoine, or Francois	24	-	Not entered.	
Bordeleau, Pierre	25	-	Not entered.	
Bordeau, Nicholas	31	-	David Robb.	
Bolon, Gabriel, Sen.	-	-	Not entered.	
Baird, Thomas	-	Surveyed,	Not entered.	On the waters of river Des Chis, at the Stone Chimney.
Chabert, Pierre	27	Do.	Laurent Bazadon.	
Cardinal, Toussaint	51	-	Noah Spears.	
Charbonneau, Germain	-	Surveyed,	Adam Harness,	On southeast side Wabash, opposite the Little Rock, joining other lands of said Harness.
Coder, André, Jun.	40	-	Joseph Foreman.	
Canibars, André	64	-	Thomas Jones.	
Cloud, Joseph	104	-	Henry Kirk.	
Coder, Jean Baptiste	125	-	Moses Decker, Jun.	On waters of Bosseron, joining said Holder and James Ledgerwood.
Coder, Louis	34	Surveyed,	David Robb.	
Carter, Pierre, Jun.	-	Surveyed,	John Ockletree,	On waters of Marie creek, joining other lands of said Ockletree.
Cantelby, Francois	-	Do.	John Harbin,	On river Des Chis, joining other lands of John Harbin.
Catt, Philip	-	Do.	Philip Carr.	On waters of river Des Chis, joining Abraham Decker.
Chartan, Jean Baptiste	-	Do.	Francis Williams.	On the high ground between Bosseron and Marie creeks.
Clermont, Pierre	120	-	William McIntosh.	

Coder, Toussaint, Jun.	62	-	-	William Morrison.	-	-
Coder, André, Sen.	35	-	-	Henry Vanderburgh.	-	-
Coder, Henry	30	-	-	Same.	-	-
Courtois, Pierre	123	-	-	Zachariah Mills.	-	-
Chartier, Michael	-	Surveyed,	-	Robert Buntin,	-	On waters of Mill creek, joining Jas. Johnson, F. Berger, and P. Simpson.
Campeau, Pierre	79	-	-	Abraham Stepp.	-	-
Capucine, Pierre	82	-	-	Same.	-	-
Compagnotte, Pierre	73	-	-	Henry Pea.	-	-
Cheroqui, Jean Baptiste	121	-	-	John Mills, heirs of.	-	-
Cornoyer, Alexis	8	-	-	Not entered.	-	-
Coder, Pierre	77	-	-	John Johnson.	-	-
Chabotte, Joseph, Jun.	37	-	-	Adam Harness,	-	On White river, bounded by A. Ramsay, T. Decker, and White river.
Dumay, François	-	Surveyed,	-	Noah Spears.	-	-
Depron, Bernard	50	-	-	Daniel Smith.	-	-
Dagenet, Ambroise	89	-	-	Moses Decker, Sen.	-	On waters of river Des Chis, bounded by said Decker, and Luke Decker.
Decker, Moses, Sen.	-	Surveyed,	-	Thomas Jones.	-	-
Dejean, Philip	-	Not surveyed,	-	Ephraim Jordon,	-	On White river, joining heirs of George Berger,
Decker, Joseph, Sen.	-	Surveyed,	-	Elias Biddle,	-	On waters of White river, bounded by T. Jordon, Jas. Johnson, and D. Pea.
Dubois, Toussaint	-	Do.	-	Abraham Decker, Sen.	-	-
Denoyon, Louis	17	-	-	Toussaint Dubois.	-	-
Denoyon, Louis	45	-	-	Toussaint Dubois.	-	-
Devore, Philip	56	-	-	James Robb.	-	-
Dumaïs, Jean Baptiste	-	Surveyed,	-	John Harbin.	-	On river Des Chis, joining heirs of John Robbins, P. Barrackman.
Duquindre, Jean Baptiste	128	-	-	Abraham F. Suapp.	-	-
Dumais, Jacques	49	-	-	Michael Dace.	-	On White river, joining other lands of said Kuykindall.
Dubois, Joseph	-	Surveyed,	-	Abraham Kuykindall,	-	-
Deneau, Pierre	-	Not surveyed,	-	Robert Day.	-	-
Day, Robert	86	-	-	Robert Day.	-	-
Decker, Isaac	119	-	-	Thomas Anderson.	-	On river Des Chis, joining said Decker.
Decker, Luke, Esq.	-	Surveyed,	-	Luke Decker, Esq.	-	-
Decker, John	-	Not surveyed,	-	Same.	-	-
Decker, Abraham, Jun.	51	-	-	Abraham Decker.	-	On waters of Mill creek, joining said Gibson and James Johnson.
Dudevoit, alias Lachine, Charles	-	Surveyed,	-	John Thomson, Sen.	-	-
Dubois, Jean Baptiste	93	-	-	John Mills, heirs of.	-	On southeast side of White river, joining other lands of said Decker.
Decker, Tobias	-	Surveyed,	-	Isaac Decker, heirs of,	-	-
Delle, Charles, Jun.	12	-	-	Henry Vanderburgh.	-	-
Deganne, Joseph	117	-	-	John Mills, heirs of.	-	-
Dapron, Pierre	127	-	-	John Davis.	-	-
Dapron, Joseph	39	-	-	Not entered.	-	-
Depré, François	-	Not surveyed,	-	Not entered.	-	-
Decker, Moses	-	Do.	-	Not entered.	-	-
Edeline, Joseph	124	-	-	Zachariah Mills.	-	-
Edeline, Nicholas	67	-	-	William McIntosh.	-	On Muddy run, bounded by P. Devore, F. Lindey, and Seb. Frederick.
Frederick, Lewis	-	Surveyed,	-	Lewis Frederick,	-	On Muddy run, bounded by F. Lindey and P. Devore.
Frederick, Sebastian	-	Do.	-	Sebastian Frederick,	-	-
Friclette, Jean Baptiste	105	-	-	Henry Kirk.	-	-
Fortin, Jean Belony	-	Not surveyed,	-	John Stillwell.	-	-
Faucher, Pierre	103	-	-	John Vanderburgh.	-	Near White river, bounded by said Frederick.
Frederick, Peter	-	Surveyed,	-	Not entered,	-	-
Guinard, Jean Baptiste	61	-	-	Jacob Tevebaugh.	-	-
Grimard, Pierre	39	-	-	Joseph Foreman.	-	-
Grogère, Joseph	83	-	-	Ebenezer Sevans.	-	-

SUPPLEMENT TO A AND C.—Continued.

Original Claimants,	No. of tract.	Surveyed or not.	Present Claimants.	Situation.
Goyeau, Antoine	96	-	James Johnson, Esq.	On White river, joining B. Beckes, John Martin, and James Johnson.
Garzee, or Carzee, Jean	100	-	John Mills, heirs of.	-
Guycan Pierre, heirs of	-	Surveyed,	Walker Reed,	On White river, joining B. Beckes, J. Martin, and James Johnson.
Grimaire, Jean Baptiste	15	-	Henry Vanderburgh.	-
Gracot, or Gracet, John	-	Not surveyed,	Peter Lismain.	-
Harbin, John.	-	Surveyed,	Henry Pea.	On north side of White river.
Harbin, Joshua	-	Do.	Josua Harbin, heirs of	-
Hunot, Joseph, Jun.	-	Do.	Francis Anthis and Samuel Baird,	On White river, at the ferry.
Hunot, Gabriel	-	Do.	Philip Catt.	On north side of White river.
Harpin, Amable	-	Do.	Henry Vanderburgh,	On river Des Chis, joining said Catt, B. Beckes, and A. Decker.
Holliday, Ezekiel	16	-	Not entered.	-
Holliday, Ezekiel	113	-	John Bailey.	-
Hunot, Antoine, heirs of	-	Not surveyed,	Not entered.	-
Hanchin, Francois	-	Do.	James Johnson,	-
Johnson, James (turner)	-	Surveyed,	James Black,	Near White river, bounded by John Crawford, Isaac Baker, and E. Biddle.
Johnson, James, Esq.	-	Do.	Thomas Jordan,	Between Bosseron and Marie creeks, joining F. Williams and F. Berger.
Jordon, Thomas	-	Do.	John Durman,	On waters of White river, bounded by W. Mayes, M. Decker, and E. Biddle.
Jordon, Robert	-	Do.	Toussaint Dubois.	On Marie creek, joining the donation tract.
Jones, John R.	28	-	John Gibson.	-
Johnson, John, Jun.	98	-	Henry Vanderburgh.	-
Joyeuse, Joseph	13	-	John Johnson.	-
Johnson, Richard	99	-	Noah Spears.	-
Latour, Pierre	46	-	John Mills, heirs of, and A. Pea.	-
Lefevre, Antoine	36	-	Thomas Jones.	-
Laforest, Pierre	71	-	Keen Fields.	-
Labuxierre, Louis	11	-	Samuel McClure,	On waters of Marie creek, joining John Small.
Legrand, Joseph	52	Surveyed,	Josua Harbin, heirs of	On river Des Chis.
Lefrups, Jean Baptiste	37	Do.	Toussaint Dubois.	-
Lindex, Frederick	-	-	Same.	-
Lefeuillade, Francois	-	Surveyed,	John Gibson,	On waters of Mill creek, joining James Johnson.
Lafeuillade, Jean M.	63	-	William McIntosh.	-
Lafeuillade, Pierre	5	-	Henry Vanderburgh.	-
Langlois, Francois	114	-	Zachariah Mills.	-
Legarde, Jean	115	-	Same.	-
Loneveu, Louis	-	Surveyed,	Robert Buntin,	On Mill creek, joining the donation tract.
Legrand, Jean Baptiste	23	-	William Wells.	-
Lardoise, Amable, Jun.	-	Surveyed,	Francis Vigo,	On Mill creek, joining P. Simpson and heirs of F. Cornoyer.
Lee, William	-	Do.	James Ledgerwood,	On waters of Bosseron creek, joining Thomas Holder.
Lamotte, Joseph	-	Do.	Abraham Barrackman,	On waters of river Des Chis, joining said Barrackman station.
Lafontaine, Etienne.	7	-	Abraham T. Snapp.	-
Lafleur, alias Perodo, Joseph	76	-	Daniel Pea.	-
Lecoteau, or Decoteau, Joseph	44	-	Henry Vanderburgh.	-
Lafferty, John	-	Surveyed,	William Morrison, heirs of	On the north side of White river, joining other lands of said Morrison.
Laderoud, Jacques	9	-	Not entered.	-
Laforest, Louis	111	-	Do.	-
Lafeuillade, Jean Baptiste	80	-	Do.	-

Lowe, John	22	Surveyed,	Do.	On the north side of White river, joining Tobias Decker.
Latunier, alias Petit, Antoine	-	-	Not entered.	-
Lejevre, Louis	78	Surveyed,	Adam Harness,	On White river, bounded by J. Decker, T. Decker, and A. Ramsay.
Murphy, John	85	-	Daniel Smith.	-
Mette, René	41	Surveyed,	Joseph Foreman.	-
Martin, John	-	Do.	John Martin.	Near White river, joining his other surveys.
Sane	-	Do.	50 Alexander Martin, heirs of	On waters of White river, bounded by said Martin, E. Biddle, and J. Thomas.
Mayes, William	-	Do.	50 William McGowen,	In the barrens, joining his 50 survey.
Mayes, Jeremiah	-	Do.	William Mayes,	Between Des Chis and White rivers, joining Robert Mayes.
Moyses, Charles	14	Do.	Jeremiah Mayes,	Do. joining Matson's station.
Matson, Ralph	-	Surveyed,	John Reel.	-
McIntosh, William	97	-	William Watson,	On Marie creek, bounded by Joseph Black, Thomas Anderson, and F. Berger.
Melchoe, Antoine	66	-	James Johnson, Esq.	-
Mette, Joseph	72	-	William McIntosh.	-
Martin, Jean Baptiste	118	-	Henry Pea.	-
Maisonville, Joseph, Jun.	65	-	J. Mills, heirs of, 50, and R. Falls 50.	-
Maisonville, Jean Baptiste	59	-	Henry Vanderburgh.	-
Mouviel, Joseph	33	-	Do.	-
Midler, Frederick	108	-	Do.	-
Ouellette, Alexis	18	Surveyed,	Do.	-
Pea, John	-	Do.	John Pea,	On the waters of river Des Chis, bounded by Wm. Reed, J. Pea, and vacant lands.
Pea, Jacob	-	Do.	John Pea, heir of	On White river, bounded by D. Pea, and bottoms of said river.
Peters, Godfrey	90	Do.	Elias Biddle.	On waters of White river, joining Thomas Jordon and said Biddle.
Pagé, Joseph	3	-	William Morrison, heirs of	-
Poirier, François	4	-	Nicholas Egbert.	-
Potdivin, Jean Baptiste	-	Do.	Henry Vanderburgh.	-
Potdivin, Joseph	-	Do.	Robert Buntin,	On Mill creek, joining the donation tract.
Potdivin, alias Arpin, François	21	Do.	Do.	Do.
Preville, Louis	81	-	William Wells.	-
Pea, Henry	-	Do.	Abraham Stepp.	On ditto, joining John Harbin, and other lands of said Pea.
Poirier, alias Desloges, Pierre	-	Do.	Henry Pea.	On Bosseson creek.
Querré, Pierre, Jun.	-	Not surveyed,	James Ledgerwood,	-
Ruyard, Joseph	68	-	Jeremiah Clapole.	-
Robbins, John	-	Do.	Jacob Tevebaugh.	-
Riend, Joseph	70	-	John Robbins, heirs of	-
Robert, Pierre	55	-	Robert Hennen.	-
Rimbault, Henry	48	-	Thomas Dubois.	-
Roderigue, Diego	87	-	William McIntosh.	-
Ramsay, Allen	-	Surveyed,	Samuel Bard.	On Mill creek, joining the donation tract.
Smith, Daniel	86	-	Robert Buntin,	-
Smith, William	88	-	Daniel Smith,	-
St. Louis, alias Ditard, Jean	42	-	William Smith, heirs of	-
Smith, William T.	19	-	Joseph Foreman.	On Small's creek, joining John Purcell, and low lands of Wabash.
Snapp, Abraham F.	-	Do.	John Reel.	On do.
Small, Thomas	6	Do.	Abraham F. Snapp,	-
St. Aubin, Louis	-	Do.	Do.	-
Simpson, Patrick	-	Do.	William Johnson.	On waters of Mill creek, joining R. Buntin, F. Vigo, vacant lands, and other lands of said Simpson.
Severe, Louis	101	-	Patrick Simpson,	-
-	-	-	John Mills, heirs of	-

SUPPLEMENT TO A AND C.—Continued.

Original Claimants.	No. of tract.	Surveyed or not.	Present Claimants.	Situation.
Soulier, Jean Louis	10	-	William McIntosh.	
Simare, François	106	-	Henry Vanderburgh.	
Smith, Anthony	-	Surveyed,	Robert Buntin,	On Mill creek, joining the donation tract.
Shoobrooks, Edward,	112	-	John Mills, heirs of	
Store, Frederick	94	-	Not entered.	
Stokely, Francis	69	-	Do.	
St. Marie, André	2	-	Do.	
Thorn, Jacob	-	Do.	Frederick Mehl,	On east boundary of the commons by F. Mehl.
Thorn, Charles	91	-	Daniel Smith.	
Thorn, Michael	-	Do.	Isaac Baker,	On White river, bounded by W. Mayes and James Johnson.
Thorn, Michael, Jun.	-	Do.	Michael Thorn, Jun.	On north branch of river Des Chis, bounded by said Thorn and J. R. Jones.
Theil, Isaac	-	Do.	John Harbin,	On river Des Chis, bounded by other lands of said Harbin.
Thorn, Daniel	-	Do.	Francis Anthia,	On north side White river, joining A. Ramsay, D. Crock, and Jos. Decker.
Tougas, Auguste	-	Do.	Ursule and Julie Bosseron,	On north side Wabash, joining Bosseron.
Thorn, Peter	95	-	John Johnson.	
Tougas, Joseph, Jun.	-	Do.	Robert Buntin,	On waters of Mill creek, joining P. Barrackman and Fred. Berger.
Tougas, François	20	-	William Wells.	
Tougas, William	-	Do.	James Ledgerwood,	On Bosseron, joining other lands of said Ledgerwood.
Thorn, Solomon	-	Do.	Michael Thorn,	On north branch of river Des Chis, joining his own militia survey.
Villeneuve, Charles	109	-	Toussaint Dubois.	
Vanderburgh, Henry	-	Do.	Isaac Decker, heirs of	On north side White river, near Decker's station.
Valcour, Jean Baptiste	126	-	Henry Vanderburgh.	
Westfall, John N.	-	Do.	Joshua Harbin, heirs of	On waters of river Des Chis, joining other lands of said Harbin.
Westfall, Abraham	-	Do.	Abraham Westfall,	do. joining Michael Thorn and others.
Wilmore, John	-	Do.	John Davis,	On Bosseron, joining Ledgerwood, and other lands of said Davis.
Wyant, Christopher	-	Do.	Christopher Wyant,	On waters of Little river, joining said Wyant.
Wilson, Isaac	-	Do.	Isaac Wilson,	On the south side of White river, bounded by P. Catt, J. Pea, and heirs of A. Wilson.

In our former list of confirmed improvement rights, (document A.) is to be found the quantity of three hundred and six acres confirmed to Pierre Perron, with the name of Toussaint Dubois as present claimant. That appears to have been a mistake in transcribing. We have, therefore, in this supplementary list, omitted the same, and rectified the mistake in our own books.

There appears, in the same document, a grant of one hundred and thirty-six acres to Francis Vigo, in right of Louis Bergeron: in the territorial records Jean Baptiste Chantier appears to be the original claimant, and Louis Bergeron must have been only an intermediate assignee. We have also in this list made the necessary correction.

The name of Louis Delaurier is wanting in our former list as grantee of one hundred and thirty-six acres in the prairie of the Horse shoe swamp. He has neglected entering notice of his claim; but we found the grant in the records of the territory. We have added his name to the present list, noting, as we have formerly done, that the claim has not been entered.

SUPPLEMENT TO DOCUMENT D.
List of Lands confirmed by the Commissioners in virtue of French or British grants, and of court and commandant deeds.

Original Claimants.	Quantity confirmed.	Present Grantees.	Appropriated or not.	Situation.
Boucher, Vital, -	50	Vital Boucher, -	Appropriated,	Within the tract appropriated for the donation to the heads of families.
Bordeleau, Antoine, -	136	Antoine Bordeleau, heirs of, -	Not appropriated,	At the little village on the northwest side of the Wabash.
Baker, Joel, -	400	John Edgar, -	Appropriated,	On waters of Marie creek, joining Thomas Small, within the donation tract.
Brouillet, Francis, -	68	William H. Harrison, -	Not appropriated,	On the northwest side of the Wabash, a little above the town of Vincennes.
Conger, Jonathan, -	400	Jonathan Conger, -	Do.	On the south side, and opposite the forks of White river.
Compagnotte, Francis, -	136	Francis Compagnotte, -	Do.	Below the lower prairie:
Danis, Honoré, -	50	Jeremiah Claypole, or heirs of Danis, -	Appropriated,	Within the donation tract.
Duchesne, Jean Baptiste, -	68	William H. Harrison, -	Not appropriated,	In the upper prairie, joining on both sides lands late of Lachine and Cardinal.
Dumay, -	170	Heirs of Dumay, -	Do.	On the northwest side of the Wabash, opposite the town of Vincennes.
Delaurier, Jean Baptiste, -	102	Jean Baptiste Delaurier, -	Do.	Below Cathelineau prairie.
Dubois, Jean Baptiste, -	300	Robert Buntin, -	Do.	In the forks of Marie creek.
Ganelin, Antoine, -	50	Antoine Glaze, -	Do.	Below the Mammelles, on the southeast of the Wabash.
Glaze, Adam, -	100	George Catt, -	Appropriated,	Within the donation tract.
Harrier, Jean Baptiste, -	68	John Howell, heirs or assigns of, -	Not appropriated,	On the river Des Chis, joining other lands of Catt.
Howell, John, -	136	Louis Levron, heirs of, -	Do.	Below and joining John Small, on the north side of the Wabash.
Levron, alias Meteyé, Louis, -	50	Robert Buntin, -	Appropriated,	Within the donation tract.
Languedoc, Francis, -	400	Jean Baptiste Delaurier, -	Do.	On the waters of Mill creek.
Leproux, Joseph, -	68	John Marshall, -	Not appropriated,	In the Cathelineau prairie.
Laforest, Pierre, -	136	Benjamin Reed, heirs of, -	Do.	River Des Chis prairie, near Decker's station.
Languedoc, André, -	340	William Reed, -	Appropriated,	Within the donation on Mill creek.
Same, -	300	Elias Biddle, -	Not appropriated,	On the southeast of Vincennes, back of the first concession, called the brick-yard.
Leving, Nicholas, -	200	Frederick Lindey, -	Do.	On White river.
Lindey, Frederick, -	200	Daniel Sullivan, heirs of, -	Not appropriated,	Within the donation.
Lefleur, -	136	James Mulliken, heirs of, -	Appropriated,	On the river Des Chis prairie.
Mulliken, James, -	400	Antoine Marie, heirs of, -	Do.	On the waters of White river, within the donation tract.
Marie, Antoine, -	272	Francis M. De Valcour, -	Do.	On Marie creek, at a place called the Cap.
Morin, De Valcour, Francis, -	50	Pierre Querré and wife, -	Do.	On land now owned by James Johnson, Esquire, on Mill creek.
Pettier, Marie J., -	204	Jacob Pea, Jun., -	Do.	On Mill creek.
Pea, Jacob, Jun., -	100	Louis Ravelet, -	Do.	On head waters of Wilson's creek, within the donation tract.
Ravelet, Louis, -	136	Jean Baptiste Laplante, -	Not appropriated,	On Racoon creek, northwest side of the Wabash.
Roux, -	59.80	Andrew Racine, alias St. Marie, -	Do.	On the northwest side of the Wabash, a little above Vincennes.
Racine, alias St. Marie, Andrew, -	136	Jean Baptiste Racine, heirs of, -	Do.	Near Faux Chenail, joining F. Mallet's heirs.
Racine, Jean Baptiste, -	272	Jean Baptiste Delaurier and wife, -	Appropriated,	On the waters of the river Des Chis, on the island road.
Sentier, Olivier, -	50	Jean Baptiste Tougas, heirs of, -	Not appropriated,	On the northwest side of Wabash, opposite Vincennes.
Tougas, Jean Baptiste, -	204			

SUPPLEMENT D.—Continued.

List of Lands confirmed by the Commissioners in virtue of Militia rights.

Original Claimants.	Quantity confirmed.	Present Grantees.
Culbert, John, - - - -	100	John Culbert, or heirs of.
Dempsey, Hugh, - - - -	100	Hugh Dempsey.
Dobbins, Matthew, - - -	100	Matthew Dobbins, or heirs of.
Foizy, Francois, - - - -	100	Samuel Baird.
Goder, René, - - - -	100	René Goder.
Jordon, Ephraim, - - - -	100	Ephraim Jordon.
Moore, Samuel, - - - -	100	Abraham F. Snapp.
Mays, Robert, - - - -	100	Robert Mays, or heirs of.
Pacquin, Francis, - - - -	100	Francis Pacquin.
Pea, Abraham, - - - -	100	Abraham Pea.
Savage, John, - - - -	100	John Savage, heirs of.
Small, John, - - - -	100	John Small.
Sampson, Alexander, - - -	100	Alexander Sampson.
Watts, James, - - - -	100	James Watts, heirs of.

List of Donation rights confirmed by the Commissioners.

Boucher, Charles, - - - -	400	Charles Boucher, heirs of.
Bolon, Hyppolite, - - - -	400	Hyppolite Bolon.
Becquet, widow of, - - -	400	Samuel Baird.
Brossard, Joseph, - - - -	400	Joseph Brossard, heirs or assigns of.
Couteaux, Jacques, - - - -	400	Jacques Couteaux, heirs or assigns of.
Crepeau, Louis, - - - -	400	Louis Crepeau, heirs of.
Cantelmy, Francis, - - - -	300	Laurent Bazadone.
Clermont, Lizette, - - - -	400	Lizette Clermont, heirs of.
Cardinal, Marianne W. - -	400	Cardinal, widow, her heirs or assigns.
Clermont, Michael, - - - -	400	John Duly.
Dagenat, Ambroise, - - - -	400	Ambroise Dagenat, heirs of.
Grimarpe, Pierre, Sen. - -	400	Pierre Grimarpe, Sen. heirs of.
Goder, Pierre, - - - -	400	Pierre Goder, heirs of.
Morin, alias De Valcour, Francis,	400	Francis Morin De Valcour.
Perron, Pierre, Jun. - - -	400	Pierre Perron, heirs of.
Pettier, Andrew, - - - -	400	Andrew Pettier, heirs of.
Thiriot, Jean C., widow of, -	400	Julie Thiriot.

Confirmations made since our report of March 25, 1806.

Nancy Levins, - - - -	400	Nancy Levins, heirs of.
Joseph Hamelin, Jun. - - -	400	Joseph Hamelin, Jun., heirs of.

To the class of improvement rights we have added, as above, the confirmation of the claim of the heirs of Nancy Levins, rejected before (document E.) for want of sufficient proof.

We have also added, to the class of donations to the heads of families, the claim of John Harbin and Henry Vanderburgh, Esq. in right of Joseph Hamelin, Jun. which we have confirmed to the heirs of the said Joseph Hamelin; John Harbin and Henry Vanderburgh having produced no evidence of transfer.

This case had been before rejected, (see document H, No. 2.)

SUPPLEMENT TO DOCUMENT E.

STACE McDONOUGH, ASSIGNEE OF ANTHONY FURNEY.—The Board this day resumed the consideration of the claim of Stace McDonough, assignee, &c., rejected before for want of evidence, (see document E, accompanying their former report.) This claim was for four hundred acres, in right of improvement alleged to have been made by a certain Anthony Forney, on Patoka creek, in the winter of 1789 and 1790. In support of the aforesaid claim, the deposition of Solomon Thorn, taken before Pierre Menard and George Fisher, of Kaskaskias, Randolph county, has been exhibited, (recorded book A, page 327) stating that deponent, in the winter 1789 and 1790, saw at the slaty ford of Patoka creek, on the trace from Vincennes to Red Banks, an improvement, consisting of a cabin, wherein said Anthony Forney then lived, and a small field cleared of about half or three-quarters of an acre; and that deponent, in the summer following, saw the said field planted in corn, which was then in a flourishing condition. That Forney lived in Vincennes and neighborhood about eight or nine years, and then went away. It being known to one of the members of this Board, then in this country, that Anthony Forney was, in the year 1791, a boatman in the contractor's employ, and that the danger from the Indians was at that period such that it is hardly probable that any man would venture to make a settlement twenty miles from Vincennes, (the real distance of the slaty ford) and could remain there unmolested. This circumstance gave rise to a strong suspicion of the truth of the statement made by said Solomon Thorn.

With a view to throw some light on the subject, the commissioners summoned Colonel John Small, who, being duly sworn, made the following deposition:

As to the improvement alluded to in the forementioned deposition, I have no knowledge of, neither do I think there was any such as stated by Thorn at that early date. My reasons for making this statement is, from the hostile disposition of the Indians at that period. At that time said Thorn was an apprentice of mine; about which time I took occasion to send him, in company with others, to Patoka, on a hunting party; at which time they took an alarm of being about to be attacked by the Indians at their camp. The apprehension of danger was so great, that they decamped so precipitately as to leave a horse of mine near the camp, (this, I believe, was in the month of August,) which horse I never got till December following, at which time I went in company with Thorn in quest of him, into the neighborhood of Potoka. At which time I found the whole country, as far as I went, in a wild uncultivated state, not a vestige of improvement, neither do I recollect of ever having heard of any in that quarter at that date. Thorn at that time was about from the age of fifteen to eighteen years, and those two forementioned trips all the opportunity he had of visiting that quarter about that time. As to Forney's residence at Vincennes I have no knowledge of, further than I

believe he had the superintendence of a boat for the contractor about that time, and frequented Vincennes occasionally. Thorn served me about the forementioned period five years; I, myself, have resided in this country ever since the year 1785.

JOHN SMALL.

From the circumstances stated in the above deposition, and the result of the commissioners' inquiries of the ancient inhabitants of this place, who never knew of any such man residing here, further than is stated by John Small, and from the improbability of any man venturing so far from Vincennes, and remaining for such a space of time unmolested, the commissioners feel themselves under a strong impression that Solomon Thorn's deposition is untrue, and cannot deem themselves justifiable in confirming the present claim; they do, therefore, reject it.

STACE McDONOUGH, ASSIGNEE OF THOMAS HILL.—A claim for four hundred acres in right of improvement, stated to have been made by Thomas Hill at the Beech Bottom, (see document E.) The deposition of the same Solomon Thorn, taken before the abovenamed Pierre Menard and George Fisher, states that said Thomas Hill, in the winter of 1789 and 1790, made an improvement and cultivation at Beech Bottom, one mile above Anthony Forney's, similar in every respect to said Forney's, and that Hill remained in the country till deponent's departure from Vincennes, which was about four years afterwards. Solomon Thorn's deposition in this case does not appear to be entitled to more credit than in the former. Except in Thomas Hill's not appearing to have been a boatman, every circumstance inducing suspicions in the former case obtrudes itself to the mind here, and the commissioners, under such an impression, cannot confirm this claim; they, therefore, reject it.

RICHARD SINNET and PATRICK CARMICHAEL.—Each claim one hundred and thirty-six acres, in right of improvement, opposite the old fort of Vincennes, rejected before for want of evidence, (see document F accompanying their former report.)

The following depositions, taken before Joseph Morgan and Jesse Hale, Esquires, of Mercer county, Kentucky, appointed for that purpose by the commissioners, were exhibited, viz:

The deposition of William Hall, in support of the claim of Patrick Carmichael and Richard Sinnet.

The deposition of Thomas Wilson, in support of the same.

The deposition of Richard Sinnet, in support of the claim of Patrick Carmichael.

The first two depositions agree in stating that Patrick Carmichael and Richard Sinnet were soldiers under General Clark; went to Vincennes with him in the year 1779; that they applied to the Court for a grant of land; that the same was granted to each of them to the amount, as William Hall says, of one hundred and sixty arpents, opposite the fort; that they cut timber thereon, and sawed planks for the use of the garrison, and made some brush heaps; that they could not raise corn there for the Indians. William Hall states that they were obliged to move over the river, within the French limits, to raise corn; and Thomas Wilson, that he understood they had raised corn elsewhere.

Richard Sinnet, in support of Patrick Carmichael's claim, states nearly the same circumstances.

Thomas Wilson and William Hall left Vincennes in the summer of the year 1780.

Here appears neither improvement nor cultivation, nor does it appear that the claimants were ever residents in the country. The above claims are, therefore, rejected.

ROBERT REYNOLDS, ASSIGNEE OF JOHN AND MATTHEW GARLAND, MOSES AND ADAM ORTH.—Claims of four hundred acres, by virtue of improvements, in right of each of the several persons above mentioned. In support of these four claims were exhibited the depositions of Solomon and Daniel Thorn, stating the improvements and cultivation of John and Matthew Garland, Adam and Moses Orth, taken before George Fisher, of Kaskaskias, appointed by the commissioners to take depositions in the county of Randolph.

The said claims were rejected as founded on spurious testimony; by reference to the rejected cases, (document E,) may be seen the reasons which induced the commissioners' decision.

They remain in the same opinion, still more convinced than ever that the deponent's statements are untrue. In justification of their perseverance in that opinion, they will observe, that the same Daniel Thorn who swore before the commissioners that the former depositions signed by his brother Solomon and himself were false, that he never knew either of the above original claimants, comes again as an evidence in the same cases, and has made oath before George Fisher to establish the same facts he denied to have any knowledge of before.

They will observe, also, that none of the depositions taken before the said George Fisher, and exhibited to the commissioners, are signed by either Solomon or Daniel Thorn; they, therefore, reject them.

On the 17th day of November, 1806, the Board went into the reconsideration of the claim of James Gilbreath for four hundred acres of land, by virtue of improvement, as assignee of James Strong. This claim had been rejected for want of sufficient evidence, (see document E of rejected claims accompanying their former report.)

In support of the said claim were exhibited the depositions of Solomon and Daniel Thorn, taken before George Fisher, Esquire, of Kaskaskias, authorized by the commissioners for that purpose, stating the building of a cabin in the year 1787, fencing about one acre of ground, the planting and cultivating corn thereon for two years. The land is situated on Mehl's run, on waters of river Des Chis, and the residence of said Strong in the country till the year 1792.

By reference to the document mentioned above, it will be seen, that, though the former and present depositions agree in stating improvements and cultivation, yet they differ materially respecting the continuance of Strong in this country. That variation in the depositions of Daniel Thorn would be sufficient to invalidate his testimony; but Solomon and Daniel Thorn's veracity appears very doubtful in the case of James Reynolds and Stace McDonough, rejected above: the commissioners viewing them both, but especially Daniel, as not entitled to credit, reject the present claims.

On the 18th day of November took into consideration the claim of Jean Baptiste L'Esperance for a militia donation, which was rejected for want of evidence.

As the commissioners had established as a rule to admit as conducive testimony no deposition filed and recorded in the Register's Office before their sittings began, except the deponent was dead, or such deposition operated against the claimant, and to have every witness examined before them, or, if at a distance, before persons by them appointed, they see themselves under the necessity of taking notice of this claim which had in their former report been improperly classed amongst those rejected for want of evidence.

Jean Baptiste L'Esperance had filed the deposition of Pierre Bonneau and Louis Boyer, stating that claimant had lived in Vincennes from the year 1782 to the year 1786, and performed militia duty during the said period.

This case does not come under the act of Congress of 1791; the claim is therefore rejected.

SUPPLEMENT TO No. 1 OF DOCUMENT H.

With a view to invalidate the statement of the commissioners, respecting the identity of the Côte à Beauchêne and the Big Hill, (Grande Côte) Henry Vanderburgh, Esq. brought forward Pierre Querré, alias Latulippe, who, being sworn, made the following statement:

That he knew Mrs. Cornoyer's father, his name was Racine, called Beauchêne; he is not sure what his Christian name was, but that he believed it to be François; that he knows that when the bans of matrimony were published between Mrs. Cornoyer, his only daughter, and her husband, Pierre Cornoyer, now deceased, she was therein called Angélique, the daughter of François Racine; that the hill now in or near the donation on the Fort Apparent old road, and about three miles eastward of Vincennes, has always been called the Big Hill; and that he, said Racine, dit Beauchêne, made a house there and cultivated some land thereon; that deponent himself gathered melons therefrom

in Racine's lifetime, who died in 1764; that he can now show the spot, or very near to it; that the hill called Beauchêne's Côte is situate to the northeast of Vincennes, near the Wabash, about a league back of Snapp's mill; that Beauchêne's Côte is a bigger hill than the one called the Big Hill; that the Big Hill and Côte à Beauchêne bear nearly north and south, about a league apart from each other, and are entirely different spots; that the said Racine, dit Beauchêne, when he took up the Côte à Beauchêne, rented the Grande Côte tract; that both were merely sugar camps, excepting the cultivation above mentioned; that he knew Jean Baptiste Racine, called St. Marie, who was late commandant at this place; that he never was called Beauchêne, but was cousin-german of Racine, called Beauchêne.

Here it is to be observed, that the above deponent had said before, in the commissioners' office, that *Grande Côte* and *Côte à Beauchêne* were the same hill, but requested not to be brought as an evidence for some prudential reasons which he then mentioned, but which are not now perfectly recollected.

That, notwithstanding the above deposition, the *Côte à Beauchêne* and *Big Hill*, (*Grande Côte*) are the same place, as the following extract from the orders of survey of Winthrop Sargent, then acting as Governor, book C, page 25, and the subjoined depositions, will fully demonstrate.

"Robert Buntin claims four hundred acres on the *Big Hill*, about three miles to the northeast of Vincennes, on the road leading to the Lick, by purchase from Jacques Cardinal. By the oath of Esquire Edeline, it is proved that Jacques Cardinal had permission to take up this land; and that, in 1782 and 1791, there were upon it twenty acres under good cultivation, to be satisfied by four hundred arpents."

Instead of a reference to our former report, (document H, No. 1,) we insert here the order of survey granted to Angelique Racine, quoted therein and marked G.

"Angelique Racine four arpents by forty at the *Big Hill*, granted and allotted to her father, François Racine, upwards of thirty years ago, about three miles eastward of Vincennes."

It must be observed here, that the interference of the grant made to Robert Buntin at the *Big Hill*, in right of Jacques Cardinal, with the one made at the same place to Angelique Racine, in right of her father, François Racine, and the last being partly included within the lines of the donation, prevented, as will be seen hereafter, the surveying of her claim, which to this day has remained unsurveyed.

Deposition of John Small.

"I recollect having been called upon by Mrs. Cornoyer, I think four years since, as surveyor, to lay off a tract of land granted to the heirs of François Racine by the Governor. I accordingly went to the place appointed, which, as I have understood, has formerly been known by the name of Côte à Beauchêne; Mr. Pierre Querré, dit Latulippe, being called upon, and then present, to point out and make known the improvement, in consequence of which the grant was made. I did not proceed to make the survey; the reasons why not are these: In the first place, the place pointed out by Latulippe was within the lines of the old donation tract, No. 24, then held and occupied by Jeremiah Claypole; and, secondly, Robert Buntin, Esq. and Joseph Baird both protested against the surveys being made, insinuating that such a survey was then and there required, would eventually run through lands of theirs that were legally granted and regularly surveyed, and returned some time previous to that period. Upon which reasons I declined making the survey. The forementioned spot of land alluded to within lies near the Chemin Laglaize, or Lick road, so called, about three and four miles from Vincennes, on the west side of Mill creek.

"JOHN SMALL."

Robert Buntin's deposition.

"Some time in the year 1802, I was called upon by Mrs. Cornoyer to survey a tract of land of four arpents by forty, situate on the *Big Hill*, granted to Angelique Racine, in right of her father, François Racine. As this tract was said to interfere with a piece of land which I purchased from Jacques Cardinal, I declined acting as surveyor, and gave a copy of the order of survey to John Small, who had then been appointed surveyor by Governor Harrison, and accompanied him, together with the claimant, Toussaint Dubois, Joseph Baird, and Pierre Querré, dit Latulippe. Mr. Baird went with an intention of preventing the survey to be made, as he expected it would interfere with a tract of land claimed by him; and Querré went to show the precise spot where the improvement of the said François Racine was made. On our arrival at the place showed by Querré, (which is about three miles northeast of Vincennes,) it was found to be within the tract laid off and surveyed for donations to the heads of families at Vincennes; in consequence of which the survey was not made.

"ROBERT BUNTIN."

Deposition of Toussaint Dubois.

"I was with Robert Buntin, John Small, Joseph Baird, Mrs. Cornoyer, and Pierre Querré, dit Latulippe, at the time stated by Mr. Buntin, and saw the place pointed out by said Querré as the spot called for in the grant made to the father of Mrs. Cornoyer; it was on the *Grande Côte*, (*Big Hill*) called the *Côte à Beauchêne*.

"DUBOIS."

Thus it appears that Mrs. Cornoyer, formerly Angelique Racine, herself, and her witness, Pierre Querré, dit Latulippe, when they went to show the place called for in the grant made to her, and the improvement made thereon, at the *Big Hill*, (*Grande Côte*) showed indeed a *Big Hill*, but which was also called the *Côte à Beauchêne*.

As to the deposition of Pierre Querré, (inserted above) the circumstance of his showing for the *Big Hill* the *Côte à Beauchêne*, and now swearing that they are two distinct places, evinces the perversion of his morals, or derangement of his understanding, and effectually destroys the credibility of his testimony.

The commissioners deem it superfluous to make any further comment on this business, and adhere to the opinion expressed in their former report.

VINCENNES, November 21, 1806.

SIR:

I do myself the honor of enclosing to you, by the Honorable Benjamin Parke, a statement of the matter in dispute between the Commissioners of the Land Office for the district of Vincennes and myself, respecting the one hundred and thirty-six acres of land, which they say ought to be vacated, together with sundry depositions and certificates, which I hope will remove from your mind any unfavorable impressions which the report was calculated to produce, and at the same time to request that this statement, with all the other documents herewith enclosed, may accompany the report of the commissioners, when it is laid before the Committee of Congress.

I have the honor to be, with sentiments of respect and regard, sir, &c.

HENRY VANDERBURGH.

The Hon. ALBERT GALLATIN, Secretary of the Treasury of the United States.

GENTLEMEN:

I beg leave to trespass a few moments on your patience, and to address you on a subject, which to me is of the most interesting nature. With all the confidence which arises from conscious innocence, and with a firm reliance on your justice and impartiality, I will proceed to make my statement.

In the year 1797, Winthrop Sargent, then acting as Governor of the territory, authorized James Johnson, François Vigo, Robert Buntin, and myself, as a Board of Commissioners to take in the inhabitants' claims to land, to examine the evidence produced in support of them, and make a report thereof to him, which was accordingly done. In taking down these claims, which were very numerous, a considerable time was consumed; most of them were given in under

French names, many of whom had nick or war names, by which they were better known than by their real names; and the Board understanding very little French, except Col. Vigo, who could not write, it seems, from the testimony herewith transmitted, as well as from Judge Johnson's certificate, one of the Board, that the commissioners committed the trivial error of putting down, by mistake, the name of a certain person called Racine, more commonly known by the nick-name of Beauchêne, under a wrong Christian name; they entered him by the name of Jean Baptiste Beauchêne, whereas it ought to have been François Racine, called Beauchêne. In consequence of this trivial error, and of a similar one which took place in the secretary's office in obtaining a certificate, which will hereafter appear, Nathaniel Ewing and John Badollet, Commissioners of the Land Office for the district of Vincennes, in a very extraordinary and unjustifiable report by them made out and forwarded to the Secretary of the Treasury on this subject, have, in a most shameful manner, and in open violation of every principle of justice and right, impeached my character, slandered my reputation, and decided my cause, not only without a hearing, but without my having any sort of knowledge whatever of their proceeding. During the whole time they were engaged in this scheme, they found means to conduct it in such a manner as to conceal it effectually from my knowledge until the 2d day of September last, upwards of six months after it had been made out and transmitted to the Secretary of the Treasury, when it was disclosed to me by Henry Hurst, clerk to the General Court, in a very confidential manner, at whose house the commissioners lived during the whole time they were engaged in this oppressive act. To ensure success to a scheme on which they had set their hearts, Nathaniel Ewing, one of the commissioners, set out from this place in March last, for the city of Washington, charged with this report. Whether it was for the purpose of getting it before Congress previous to its coming to my knowledge or not, is not for me to say; but so is the fact, that it was made out and carried from the country without my knowing any thing of it.

I was never called upon by the commissioners, or by any person on their behalf, to produce testimony, which might have done away the doubts and difficulties which they allege existed. Nor was I ever present or had any knowledge of the evidence they examined on the subject, though they appear to have had it a long time under consideration, during the whole of which I lived within fifty steps of their quarters. The claim being one which had been confirmed by the Governor of the territory, the regular authorized agent of the United States, nine years ago, and had been surveyed and actually settled upon eight years since, and is now under cultivation, as appears by Pierre Querré's testimony, No. 1., I therefore had no idea that claims of this description were to be again agitated, and undergo a second confirmation by the commissioners after such a lapse of time; and when it was known, too, that all three of the witnesses, by whose testimony the claim was established in 1797, were dead.

So soon as this very extraordinary transaction came to my knowledge, I waited forthwith on the commissioners, and asked them whether they would receive testimony, which would explain away the difficulties they had stated in their report unknown to me. They told me they would hear testimony, but that the report which they had sent on to the Secretary of the Treasury, they were determined, whatever testimony I might offer, should not be altered. I then asked them whether they would transmit the testimony to the seat of Government; they said they would: upon which I brought Pierre Querré before them, whom they examined in part only, as will appear by No. 1, and gave me a copy of his testimony, which I herewith transmit (No. 2.) By looking into the deposition of the said Querré, taken before Justice Wallace, it will appear that the commissioners refused, in the most peremptory manner, to ask, or permit me to ask, such questions of the said Querré, when upon his oath before them, as I conceived essential to justice and truth; and this undeniable right, unaccountable as it may appear, was, in a very positive and peremptory manner, refused by the said commissioners, when acting in their official capacity, under the authority of a law of the United States, without assigning any reason whatever for this unprecedented decision, except by Mr. Ewing, who appeared to be peculiarly tenacious, and, if my recollection serves me right, mentioned that he thought it would be admitting parole testimony to contradict a record, which they had already made out and sent forward to the Secretary of the Treasury. Here I forbear to inquire into the motives of the commissioners for refusing this constitutional right, by which they deprived me effectually of affording them such information as must have removed from any reasonable mind those doubts and difficulties which they say exist.

Seeing the temper and the manifest intention of the commissioners, and that they were determined that I should not be permitted to ask such questions as I thought essential to the matter in dispute, I resolved, under these circumstances, not to go to the office with any further testimony, but to take it in the manner herewith certified. The law, under which they were solemnly sworn to act, requires of them to examine and decide upon the land claims of the people of this country according to the rules of justice and equity. How far their conduct in my case comports with these principles is for the honorable committee to decide, and not me. In looking over the report, I observe they called before them, unknown to me, François Racine, son of the late commandant, who is forty-eight years old, to give evidence in a transaction that happened in the lifetime of Mr. Beauchêne, who has been dead, as proved before the commissioners themselves, forty-two years, so that the witness, from his tenderness, cannot possibly know any thing about François Racine, called Beauchêne, or the land which he may have claimed in the country.

The witness is stated, in the report, to have said that the hill above A. Snapp's mill was called a *Grande Côte*, and *Côte à Beauchêne*, and was one and the same place; whereas, he has been heard to say since that he told the commissioners the hill above A. Snapp's mill was a *Grande Côte*, and was called the *Côte à Beauchêne*: in putting down his testimony, this mistake might very easily have been made. (No. 3.)

With respect to the malicious and unfounded accusation of my having obtained a certificate surreptitiously from the secretary's office, I can only lament that men advanced to high office should be capable of such injustice and oppression; they have not a shadow of proof before them to authorize censure, much less a criminal charge of so high a nature. General Gibson's certificate is perfectly true: he certifies that the error which was committed was done through a mistake, but he does not explain in what that mistake consisted, which was nothing more than the mere writing *Jean Baptiste*, instead of *François*. This was done, too, at a late hour of the night, when the time for giving in the claims under the law had nearly expired. I gave in nearly forty of my own, and a much greater number for others, mostly French names, many of whom had nick-names; and that such a simple and trivial error should bring down such a heavy censure against a citizen, and a high officer of this Government, appears to me, though I may be a bad judge in my own case, to carry with it more acrimony than a fair and impartial view of the circumstance will authorize. Another accusation, equally malicious and unfounded, was waged against me is, that of my having united the Christian name of old Mr. St. Marie, whose surname was *Racine*, with *Beauchêne*, in order to procure one hundred and sixty arpents, equal to one hundred and thirty-six acres of land, from the United States, fraudulently. Here I am at a loss to express what I feel towards the authors of this unjust and oppressive attack. This is merely a surmise of their own ill-designing hearts, unsupported by any sort of testimony whatever. I shall, therefore, say nothing more in reply to it.

I think I shall stand justified when I say that the commissioners, in their report, have endeavoured as much as lay in their power, to darken and perplex the question in dispute, and to render it as complicated as possible; they very artfully mention that I wrote for the commissioners in the year 1797; and because I wrote for the commissioners in 1797, by the request of all of them, as appears from Judge Johnson's certificate, (No. 4.) and because there appears to have been a misnomer committed by that Board in writing *Jean Baptiste* instead of *François*, (the error which occasions the whole dispute,) this, in the opinion of the commissioners, is conclusive evidence of fraud and corruption on my part, but not on the part of any of my colleagues. Here let me ask, in the name of common sense, what is there in all this which fixes any criminality on me, or which indicates, on my part, any disposition to defraud the United States of this one hundred and thirty-six acres of land, to which I never had any claim until the day on which I entered my claims in the commissioners' office, when I bargained with Angelique Racine, at her earnest request for it, and gave her in exchange one hundred and sixty arpents of land, equally valuable, although the commissioners labor hard in their report to impress an idea that it cost me nothing, but that I had obtained it fraudulently: at the same time, they knew of the exchange. Mr. Jones, who served as clerk to the commissioners, was the attorney whom I employed to draw the deed of exchange between Angelique Racine and Desnoyer, her present husband, and myself, for this land; and, in furnishing him with the names of the parties, I made the same error,

which I never discovered until to-day, and called Beauchêne Jean Baptiste, instead of François: a stronger evidence cannot possibly exist of my innocence, and that the whole transaction proceeded from a mere mistake.

It will clearly appear, from an accurate examination of the Governor's record, by which this land was granted, that the commissioners were so little acquainted with it, and understood the case so imperfectly, that the tract which they say in their report ought to be vacated is the very tract granted to Angelique Racine, in right of her father, François Racine, at the *Big Hill*, where the said François Racine made the improvement, which was proved on the oaths of Pierre Cartier, Jean Baptiste Polvan, and Ducouttee, before the commissioners, in the year 1797, (No. 5) and, in support of their testimony, Pierre Querré proves, before the present commissioners, on the 19th of September last, at the time they refused me the right of asking such questions of the witness as I thought essential, that he, the said François Racine, called Beauchêne, occupied the land at the *Big Hill* upwards of forty years ago. That he had a house and an actual cultivation there. That he afterwards took up the land at the hill called *Côte à Beauchêne*, and rented out the tract at the *Big Hill*. That they are three miles apart, and are separate and distinct tracts. The one at the *Big Hill* lies east of the village, and the other northeast: and that he, the said Racine, called Beauchêne, was the father of Angelique, his only child and heir, under whom I claim (No. 2.) This witness, who is one of the most respectable Frenchmen in the country, and upon whose testimony alone the commissioners have granted a great deal of land, as will appear by looking into their proceedings, is, nevertheless, supported by two other respectable and disinterested witnesses, Joseph Chartier, and Josette Entire, who prove nearly the same thing (Nos. 6 and 7.). It will appear, by examining the record No. 5, that the surveyor, who had the Governor's order to survey both tracts, must have made a mistake, and marked Beauchêne on the plot made out, and returned of the tract at the *Big Hill*, which, most decidedly, is the one granted to Angelique Racine, in right of her father, François Racine, as expressed on the record itself, and where she, the said Angelique, settled with her family in the year 1798, one year after the land was confirmed and granted by the Governor, as appears by No. 1. This mistake of the surveyor occasioned the commissioners, in their report, to say that the first order of survey, marked G, has not been executed: but the fact is otherwise; it has been executed, and the land settled on for eight years. The commissioners have thought proper, in a very insidious manner, to introduce into their report my marriage with the daughter of Angelique Racine, for the insidious purpose, no doubt, of heightening suspicion and establishing inferences unfavorable to my character. How far this ungentlemanly conduct ought to be commended, I leave to the honorable committee to decide; my confidence in the justice and discernment of this honorable body forbids me to apprehend that it can be successful. They also say, with a view of making the same unfavorable impressions, that I could not be supposed ignorant of the name of my wife's grandfather, (on the female side they must mean,) who had been dead nearly thirty years before I became acquainted with the family. In reply to this insidious surmise, (for it is no more,) I can most solemnly declare that I never knew his real name until the present dispute, although it must have been presented to the Board in '97, of which I was a member, but I had totally forgotten it, as must clearly and unequivocally appear by the mistake which I made, as stated by Mr. Jones's certificate, (No. 8.) The claimant having stated to the commissioners, in the year 1797, that Beauchêne died in the country, and never owned any other land, must, I suppose, in the opinion of the Governor, have alluded to the two tracts, both of which amounting to no more than two hundred and seventy-two English acres, and which was the usual quantity given to a man of a family under the French Government. The Governor, however, under the law of Congress of the 3d of March, 1791, is authorized to give as far as four hundred acres for a cultivation.

But these claims, I presume, were considered by him as belonging to a different class. They were such as had been confirmed by treaty, as well as by the State of Virginia, in her act of cession to the United States, wherein she reserves to the inhabitants of this country all their "possessions and titles;" and the resolution of Congress of 29th August, 1788, makes the same provision. I should, therefore, suppose, after seeing the testimony, that the Governor considered them as old claims, arising under the French Government, prior to the treaty of Paris of 1763, the quantity tallying with what was usually allotted by the French commandant to a married man, and as such confirmed and granted them.

I will now bring my observations to a close; and I think I may fairly say, that it is demonstrated by indisputable testimony that the *Big Hill* and *Côte à Beauchêne* are two separate and distinct places, lying three miles apart, one on the *Fort Apparent* road, three miles east of Vincennes, and the other five miles northeast of the same place; and that they are not one and the same place as stated by the commissioners. It is also clearly and undeniably proved, on the solemn oaths of three respectable and disinterested witnesses, Querré, Chartier, and Entire, who were all intimately acquainted with François Racine, called Beauchêne, that he occupied both places upwards of forty years ago. That there never was any other person in this country called Beauchêne but himself, and that Angelique Racine is his only child and heir. I therefore flatter myself that there is neither uncertainty nor doubt as to the facts, and it may reasonably be concluded, that François Racine, called Beauchêne, having been entered by the name of Jean Baptiste instead of François, proceeded from a mistake, and it must be admitted that such a mistake might have been made very innocently. If any doubt can yet remain on the minds of the honorable committee with regard to this dispute, it must be entirely removed by reading the certificate of Judge Johnson, one of the most respectable and independent men in the territory, who has been nearly sixteen years on the bench of the Common Pleas, most of the time as presiding Judge, and who says that the two claims were considered by the Board of Commissioners in 1797, of which he was a member himself, as two separate and distinct claims, calling for two separate and distinct spots of ground, and as belonging to the same person, viz. the father of Angelique Racine.

Before I close, permit me to ask whether any virtuous mind can, for a moment, conceive that a man in my situation, whose prospects, to be sure, are not very great, but whose circumstances are far from being clouded, who has been thirty years out of forty-seven in public employ, served during the whole of the Revolutionary struggle, and who is married and has a numerous family of children, could be so lost, abandoned, and depraved, as to practice the vile, the base, and criminal plan pointed out in the report of the commissioners, to procure one hundred and thirty-six acres of land from the United States, not for himself, but for his mother-in-law, who had then, and has now, eight children, all of whom, under the laws of this territory, would come in for an equal share of this accession of wealth with his own wife, and which land he does most solemnly declare, by all his hopes of happiness hereafter, might have been purchased for less than fifty dollars after it had been confirmed by the Governor.

I must now beg the honorable committee's pardon for occupying so much of their time on this question, and of soliciting their forgiveness of all the errors and indiscretions which this statement may be found to contain; at the same time, to express to them the unbounded confidence I feel in their justice and impartiality.

Permit me here to add, the commissioners take this ground, that, as there never was a person in the country called Jean Baptiste Beauchêne, fraud was intended; and have reported against the claim.

It is admitted that there never was such a person, and the contrary never was contended for by me; but I always contended, and do now, that the two tracts were granted and confirmed to the father of Angelique Racine; and I have adduced sufficient proof to establish it beyond a doubt, and that the insertion of Jean Baptiste instead of François was an inadvertence of the Board in 1797.

Suppose he had been entered by the name François Beauchêne; in that case there could have been no sort of difficulty, for it is demonstrated, and the commissioners admit it as a fact, that he was more generally known by the name of Beauchêne than Racine. The error of writing his name Jean Baptiste instead of François is, surely, neither in law or equity, sufficient to destroy a claim so well supported in every other respect.

Had the commissioners, at the time they received from General Gibson the letter spread on their report, acquainted me with the perplexity in which they say the case is involved, a measure observed by them to others in doubtful points, such explanations would have taken place as must have removed all their suspicions. This omission, together with other circumstances of a personal nature, afforded strong grounds to believe that it was a premeditated scheme to injure me.

What evinces sufficiently that I had no intention to defraud the Government of the land, and my innocence in the transaction, is, that to draw the deed of exchange between my mother-in-law and me, about seven years after the two tracts had been confirmed to her, I furnished the conveyancer with the name of a person, viz. Jean Baptiste

Racine, to whom no land had been granted, as will appear by a reference to the record No. 5, as well as Mr. Jones's certificate, No. 8; and, consequently, that I was a *very innocent purchaser*, contrary to the assertions of the commissioners stated in their report; and, therefore, hope that the ultimate decision will be in favor of the claim and fairness of my conduct, which, in this case, was not otherwise influenced than that of the other members of the Board; for the claimant appeared in person, and supported her claims like other applicants, as appears by No. 4.

I have the honor to be, with sentiments of the highest consideration and respect,

Your most obedient humble servant,

HENRY VANDERBURGH.

INDIANA TERRITORY, *Knox County*:

The deposition of Pierre Querré, called Latulippe, taken before me, the subscriber, one of the Justices of the Peace in and for the county aforesaid, this 25th day of October, 1806. The said deponent, being duly sworn, depose and saith, that, on the 19th of September last, he was called upon by Judge Vanderburgh to go before the Commissioners of the Land Office to give evidence respecting two tracts of land, of one hundred and sixty arpents each, claimed under a grant made by Winthrop Sargent, acting as Governor, in the year 1797, to Angelique Racine, as heir to her father, François Racine, more commonly known by the name of Beauchêne; the other to the heirs of Jean Baptiste Beauchêne: that the said Judge Vanderburgh desired the commissioners to ask me, on my oath, whether I had ever known or heard of any other person in this country being called Beauchêne than the said François Racine, and whether he was not the ancestor of Angelique, his only daughter and heir; when the commissioners peremptorily refused to ask the question, or suffer it to be asked by the Judge. And this deponent further saith, that the said François Racine was more known by the nick-name of Beauchêne than by Racine, and that he never knew or heard of any other person in this country being called Beauchêne; that he was the ancestor of Angelique, his only child and heir, and that he was the same person who occupied the land at the place called the Côte of Beauchêne, as well as at the Big Hill on the Fort Apparent road. And this deponent further saith, that the Côte of Beauchêne is at least five miles to the northeast of the village of Vincennes, being three miles back of Abraham Snapp's mill, which is two miles from town. This deponent further saith, that he believes the tract three miles to the east of the village was surveyed in the year 1798, by Robert Bunter, Esq: one year after the grant was made by the Governor; and in the same year Angelique Racine, with all her family, moved on the said tract, where she built a house and barn, and continued to live on it with her family until the year 1803, when she rented it out; and the tract has been under cultivation ever since. The deponent, being asked his age, says he is sixty-nine years old.

PIERRE QUERRE, dit LATULIPPE, his + mark.

Sworn and subscribed before me, the 26th of October, 1806.

GEO. WALLACE, Jun. J. P. K. C.

I do certify that the substance of the within deposition was interpreted by me to the deponent before he was sworn.

GEO. WALLACE, Jun.

KNOX COUNTY, ss.

I, James Johnson, presiding Judge of the Court of Common Pleas of the county aforesaid, do certify that I have been well acquainted with Pierre Querré, the witness, for more than twenty years, during part of which time he has filled the office of major of the militia, and that he has always supported a good character as an honest man and a good citizen.

Given under my hand at Vincennes, this 27th of October, 1806.

JAMES JOHNSON.

SEPTEMBER 19, 1806.

Pierre Querré, on his oath, saith, that he knew Mrs. Cornoyer's father; his name was Racine, called Beauchêne; is not sure what was his Christian name, but believes it was François, and he knows that Mrs. Cornoyer, his only daughter, when the bans of matrimony were published between her and her after husband, Peter Cornoyer, was therein called Angelique, the daughter of François Racine; that the hill now in or near the donation tract, on the Fort Apparent road, and about three miles eastward of Vincennes, has always been called the Big Hill; and that the said Racine, called Beauchêne, made a house and cultivated some land thereon; that deponent himself gathered melons therefrom in Racine's lifetime, who died in 1764; that he can now show the spot, or very near to it; that the Hill called Beauchêne's Côte is situated to the northeast of Vincennes, near the Wabash, about a league back of Snapp's mill; that Beauchêne's Côte is a bigger hill than the one called the Big Hill; that the Big Hill and Côte à Beauchêne, bear nearly north and south, and are about a league apart from each other, and are entirely different spots; that the said Racine, called Beauchêne, when he took up the Côte à Beauchêne, rented the Grande Côte tract; that both of them were merely sugar camps, excepting the cultivation above mentioned; that he knew Jean Baptiste Racine, called St. Marie, who was late commandant at this place; that he was never called Beauchêne, but was cousin german of the said Racine, called Beauchêne.

A copy from the records.

JOHN R. JONES,

Clerk to the Commissioners of the Land Office at Vincennes District.

I do certify that François Racine, called St. Marie, (son of the late commandant,) who was examined by the Commissioners of the district of Vincennes, on the subject of the real and nick-name of François Racine, called Beauchêne, as well as on the subject of the Côte à Beauchêne, (as appears by and in their report) told me, a few days since, in a conversation which I had with him on those subjects, "that he had informed the commissioners that the hill above A. Snapp's mill (about five miles northeast of Vincennes) was a *Grande Côte*, and was called Côte à Beauchêne. That he never said, or intended to say, any thing which might prejudice Beauchêne's claim to land at the Big Hill, (on the Fort Apparent road) because he was too young at the death of Beauchêne to know any thing about it.

Given under my hand, at Vincennes, the 3d of November, A. D. 1806.

GEN. W. JOHNSTON.

VINCENNES, November 19, 1806.

I, James Johnson, presiding Judge of the Court of Common Pleas for the county of Knox, and Treasurer of the Indiana territory, do hereby certify, that, some time in the year 1797, Winthrop Sargent, Esq., acting as Governor of the territory, appointed Henry Vanderburgh, François Vigo, Robert Buntin, Esquires, and myself, commissioners to take down the claims to land of the inhabitants of this place, to examine the evidence produced in support of the same, and make a report thereof to him; which was accordingly done. That I well recollect the two claims exhibited to the Board, for one hundred and sixty arpents each, by Angelique Racine, who prosecuted the same in proper person; and that Henry Vanderburgh appeared to me to take no more interest in them than the other members of the Board, one of which claims called for a situation named the Big Hill, and the other a place called the Côte à Beauchêne. That the Board considered them as two distinct and separate claims, supported by very different testimony, as will appear by inspecting the record. That during the time we were engaged in this business, there was not a single claim to land passed the Board without the unanimous approbation of the commissioners, which likewise appears by their own certificate annexed to their report made to the Governor. That Henry Van-

derburgh, at the request of the commissioners, wrote down the proceedings of the Board. That there was nothing transacted on his part which was not consistent with the rules of justice and propriety. I do further certify that most of the old French inhabitants of this country have nick-names, by which they are more commonly known than by their real names. That François Racine is said by all the old settlers of this country to have been called Beauchêne, which I believe to be true; and that the writing Jean Baptiste, instead of François, in taking down a multitude of French names, might very reasonably have proceeded from a mistake. And I do further certify, that, shortly after the commissioners delivered their report to Colonel Sargent, I was present at a conversation which passed between him and Judge Vanderburgh, respecting his powers to grant two tracts of land to one person; and that, after deliberation, he afterwards confirmed both, on the principle that the quantity did not exceed four hundred acres, which, by law, he was authorized to make. Motives of justice and impartiality induce me to give to Judge Vanderburgh the foregoing certificate.

JAMES JOHNSON.

N. B. Since giving the foregoing certificate, I have been asked whether I understood the two claims mentioned in the said report and certificate belonged to the same person. In answer thereto, I can say that the impression now on my mind is, that they did.

JAMES JOHNSON.

SECRETARY'S OFFICE, VINCENNES, November 14, 1806.

Angelique Racine, four arpents by forty, at the Big Hill, which was granted and allotted to her father, François Racine, upwards of thirty years ago. Pierre Cartier and Jean Baptiste Potvan prove the grant, allotment, and cultivation, in which they aided, in company with the said Racine. The land is three miles east of the village of Vincennes. Decotteaux also proves the above.

Governor Sargent says:

"Angelique Racine, four arpents by forty, at the Big Hill, granted and allotted to her father, François Racine, upwards of thirty years ago, about three miles east of Vincennes."

The heirs of Jean Baptiste Beauchêne, one of the first settlers of this country, claims one hundred and sixty arpents of land, joining the donation. The land has been called, for more than forty years, Beauchêne's Côte, after the owner's name. This land, from the best information, though not positively proven, seems to have been assigned him by the Government of this place, upwards of forty years ago; the claim, therefore, appears to have gained strength from its great antiquity, and, from this consideration, we are induced to recommend it to your particular attention. Beauchêne died in the country, and never owned any other land.

Governor Sargent says:

"The heirs of Jean Baptiste Beauchêne, one hundred and sixty arpents of land, joining the donation. Survey the same agreeably to old boundaries; it appearing to have been very early with the family."

SECRETARY'S OFFICE, VINCENNES, November 19, 1806.

I certify that the above and within are true copies of the record on the books of Winthrop Sargent, secretary, and acting as Governor of the Northwestern territory, deposited in this office.

JN. GIBSON, *Sec'y Indiana Territory.*

SECRETARY'S OFFICE, VINCENNES, November 19, 1806.

I do further certify, that, at the end of a statement of claims for lands, which is deposited in this office, and which was taken by Henry Vanderburgh, James Johnson, François Vigo, and Robert Buntin, Esquires, agreeably to request of Winthrop Sargent, Esq. acting as Governor, the following certificate is annexed:

We certify that the foregoing claims to land have been taken before us, when we were personally present, in conformity to your instructions of September and October last.

In witness whereof, we have hereunto set our hands, at Vincennes, 26th of November, 1797.

HENRY VANDERBURGH,
JAS. JOHNSON,
F. VIGO,
ROBERT BUNTIN.

A true copy of the original record deposited in this office.

JN. GIBSON, *Secretary Indiana Territory.*

INDIANA TERRITORY, ss.

Personally appeared before me, the subscriber, one of the Judges in and over the said territory, Joseph Chartier, an ancient inhabitant of Vincennes, who, after being duly sworn on the holy Evangelists of Almighty God, depose and saith, that there is a big hill, or côte, situate about three miles east of the village of Vincennes, on the road leading to fort Apparent, and which has always been called the "Grande Côte," or Big Hill, and which lies about three miles from the hill called the Côte à Beauchêne, which is likewise a big hill; at the former of these places François Racine, called Beauchêne, occupied a sugar camp, about forty years ago, and which joined old Mr. Delaurier on one side, and Dequent on the other. Further, that there never was, to this deponent's knowledge, any other Beauchêne in this country than the one named François Racine, who was the ancestor of Angelique Racine, his daughter and only heir. This deponent further saith, that he could at this day show the place where the said Beauchêne's sugar camp was; being asked his age, this deponent says he is sixty years old. The witness not understanding the English language, General W. Johnston, attorney and counsellor at law, was duly sworn to interpret the foregoing deposition.

JOSEPH CHARTIER, his \times mark.

Taken and subscribed before me, at Vincennes, this 22d day of September, A. D. 1806.

WALLER TAYLOR. [L. s.]

After the foregoing deposition was signed, the witness was asked by his honor Judge Taylor, whether François Racine, called Beauchêne, did not likewise occupy the land at the place called the Côte of Beauchêne, who answered, that, to his knowledge, he did, after the Big Hill: for the deponent saw Beauchêne's wife aiding in making sugar. The foregoing question was put, and the answer rendered through the same sworn interpreter.

JOSEPH CHARTIER, his \times mark.

Sworn to and subscribed before me, on the same day the foregoing deposition was taken.

WALLER TAYLOR. [L. s.]

KNOX COUNTY, ss.

I, James Johnson, presiding Judge of the Court of Common Pleas of the county aforesaid, do certify that I have been acquainted with Joseph Chartier, the above witness, an ancient inhabitant of this place, for more than twenty years: that he has always conducted himself as a good citizen, and supported an honest character.

Given under my hand, at Vincennes, this 27th October, 1806.

JAMES JOHNSON.

INDIANA TERRITORY, *Knox county*, ss.

The deposition of Josette Entire, an ancient inhabitant of Post Vincennes, taken before me, the subscriber, one of the Justices of the Peace in and for the said county, this 27th day of October, 1806.

The said deponent, being duly sworn, deposeseth and saith, that she was well acquainted with François Racine, more commonly known by the "nickname of Beauchene, upwards of forty years ago, and she never knew or heard of any other person called Beauchene in this country than the said Racine; and that he was the ancestor of Angelique Racine, his only child and heir." And the deponent further saith, that the said François Racine, called Beauchene, occupied a piece of land upwards of forty years ago, at a place called the Big Hill, on the Fort Apparent road, about three miles to the east of this village, where the deponent has frequently seen him at work; that this hill is about three miles from the hill called Beauchene's Côte, where he also claimed a tract of land, and which is at least five miles to the northeast of this village. The deponent, being asked her age, says she is about fifty-seven years old. The deponent not understanding the English language, the contents of the foregoing deposition was interpreted to her in the French language, previous to her being sworn.

JOSETTE ENTIRE, her x mark.

Sworn, and subscribed before me, at Vincennes, the 27th October, 1806.

GEORGE WALLACE, Jun. J. P. K. C.

KNOX COUNTY, ss.

I, James Johnson, presiding Judge of the Court of Common Pleas of the county aforesaid, do certify that I have been acquainted with Josette Entire, the within witness, and an ancient inhabitant of this country, for more than twenty years, during which time she has always supported a good character.

Given under my hand, at Vincennes, 27th October, 1806.

JAMES JOHNSON.

I certify that, some time towards the latter end of the year 1804, I was requested by Judge Vanderburgh to draw a deed of exchange between him and Louis Denoyon and wife, formerly Angelique Racine; that I did so, and delivered the deed to the Judge. By it Mr. Denoyon and wife, therein described as the only daughter and heir-at-law of Jean Baptiste Racine, called Beauchene, convey to the Judge one hundred and sixty arpents of land, being the same now in dispute between him and the Commissioners of the Land Office for the district of Vincennes; in exchange for which the Judge conveys to Mr. and Mrs. Denoyon the like quantity of land, part of the donation tract No. 22. That the description of Mrs. Denoyon, as heir to her father, Jean Baptiste, was made according to the instructions given me at the time, which, it now appears, must have been done through mistake, and the same which was made in the original entry in the Governor's book, in 1797.

I further certify, that Mrs. Denoyon frequently informed me, as well before the drawing of the deed as afterwards, prior to any dispute on the subject, that this exchange was agreed to by the Judge, at her repeated solicitations, in order to accommodate her family with a plantation of sugar-trees growing on the tract exchanged for, her land having none on it.

And I further certify that the land given by Judge Vanderburgh is, in my opinion, fully adequate in value to the tract he got in exchange for it.

JOHN RICE JONES.

VINCENNES, November 12, 1806.

VINCENNES, November 27, 1806.

We understand that Judge Vanderburgh has gone into an elaborate vindication of his conduct, with respect to his claim as assignee of Jean Baptiste Beauchene, in which he no doubt endeavors to invalidate the correctness of our conclusions. With this view he has, as we have been informed, obtained from James Johnson, Esq. one of the commissioners appointed by Winthrop Sargent, to receive land claims in his absence, and report thereon, purporting that he, James Johnson, considered François Racine and Jean Baptiste Beauchene as the same man. That this was perfectly well known to Mr. Vanderburgh we have no hesitation in believing, and the changing the name of François Racine into that of Jean Baptiste Beauchene, to create an impression in the mind of the Governor that those two names designated two different persons, forms one of the most exceptionable parts of Mr. Vanderburgh's conduct in this business.

That James Johnson should have understood so at that time may have been the case, though the last line of the entry of the heirs of Beauchene, (No. 129,) to which we refer you, renders it totally unaccountable, and the character he has to this day maintained will hardly permit us to harbor the idea of his being in the secret. We will not attempt to account for such a palpable inconsistency, but enclose you a copy of the reports of those commissioners to the Governor, from No. 51, inclusive, to the end, on which those two claims, with sundry others therein contained, were afterwards granted. We also send you the certificate of the other two commissioners, showing how they understood them when they recommended them to the Governor.

Mr. Vanderburgh has insinuated that he had no notice of the discovery of his mistakes, as he terms them; we do not know what formal way we might have used, as we had no serjeant-at-arms, but the enclosed certificate of General Gibson will prove that he was sufficiently informed of the circumstance.

We have the honor to be, respectfully, your most obedient servants,

JOHN BADOLLET.
NATHANIEL EWING.

ALBERT GALLATIN, Esq.

NOVEMBER 19, 1806.

We, the undersigned, being appointed commissioners, in conjunction with James Johnson and Henry Vanderburgh, Esqrs. by Winthrop Sargent, Esq. then acting as Governor of the Northwestern territory, for the purpose of examining and reporting to him such claims to land as we should find just, amongst the claims thus reported by us were the two following:

No. 51. "Angelique Racine four arpents by forty, at the *Big Hill*, which was granted and allotted to her father, François Racine, upwards of thirty years ago. Pierre Cartier and Jean Baptiste Potwin prove the grant, allotment, and cultivation, in which they aided, in company with the said Racine. The land is three miles east of the village, or thereabouts. Decoteaux also proves the above."

No. 129. The heirs of Jean Baptiste Beauchene, one of the first settlers of this country, claim one hundred and sixty arpents of land joining the donation. The land has been called for more than forty years Beauchene's Côte, after the owner's name. This land, from the best information, though not positively proven, seems to have been assigned him by the Government of this place upwards of forty years ago. The claim, therefore, appears to have gained strength from its great antiquity; and, from this consideration, we are induced to recommend it to your particular attention. Beauchene died in the country, and never owned any other land.

The above two claims we considered as the claims of two distinct persons, and reported them as such to the Governor.

R. BUNTIN.
VIGO.

SECRETARY'S OFFICE, VINCENNES, November 19, 1806.

I do certify, that, shortly after the mistake was discovered by the Commissioners of the Land Office, respecting two claims laid before them for land by Henry Vanderburgh, Esq. I informed him that a mistake had been made in his entries; and, to the best of my recollection, I told him it would be necessary for him to go to the commissioners' office to have it rectified: the answer he gave was, that if he was called on he would go, or words to that effect.

JOHN GIBSON, *Secretary Indiana Territory*.

9th CONGRESS.]

No. 137.

[2d SESSION.]

APPLICATION FOR AN EXCHANGE OF CERTAIN SCHOOL LANDS IN OHIO.

COMMUNICATED TO THE SENATE, JANUARY 15, 1807.

DECEMBER 25, 1806.

Whereas, by an act of Congress entitled "An act in addition to, and in modification of, the propositions contained in the act entitled An act to enable the people of the eastern division of the territory northwest of the river Ohio to form a constitution and State Government, and for the admission of such State into the Union, on an equal footing with the original States, and for other purposes, it is provided, that so much of that tract, commonly called the Virginia military reservation, as will amount to one thirty-sixth part of the whole tract, is granted for the use of schools within the same, and to be selected by the Legislature of the State of Ohio out of the unlocated lands in that tract, after the warrants issued from the State of Virginia shall have been satisfied." And whereas it is represented that there will be, after the 22d of March next, upwards of one hundred thousand acres of legal Virginia military warrants unsatisfied, besides nearly half the quantity of resolution warrants, and that the persons holding those warrants do not consider themselves bound by the act of Congress passed the 23d of March, 1804, prohibiting the location of Virginia military warrants between the Scioto and Little Miami rivers, after three years from the passage of said act, there being no limitation mentioned in the act of the Legislature of Virginia granting lands to her officers and soldiers, nor in her reservation, for satisfying those claims when she ceded her territory northwest of the river Ohio to the United States, which may cause much difficulty, litigation, and expense, should the Legislature of this State adopt measures for ascertaining and disposing of said surplus lands, agreeably to the provisions of the above recited act; and, as the quantity of land, after satisfying said warrants, will probably be deficient, and the quality much inferior to any land in the State, the expense of ascertaining and laying off such detached fractions will nearly amount to the value of the surplus land: therefore, *Resolved*, by the General Assembly of the State of Ohio, that our Senators and Representatives in the Congress of the United States be requested to use their exertions to obtain a grant from Congress for a tract of land equal to the one thirty-sixth part of the land between the Scioto and Little Miami rivers, in any part of the unappropriated lands of the United States within this State, for the use of schools within the Virginia military district, in lieu of the donation heretofore granted by Congress for that purpose; and that the Governor be, and is hereby requested to transmit copies of the foregoing resolution to our Senators and Representatives in Congress.

ABRAHAM SHEPHERD,
Speaker of the House of Representatives.
THOMAS KIRKER,
Speaker of the Senate.

[SECRETARY OF STATE'S OFFICE,]
Chillicothe, Ohio. }

I do certify that the foregoing resolution is a correct copy of the original roll in my office.

WILLIAM CREIGHTON, Jun. *Secretary of State.*

JANUARY 3d, 1806.

9th CONGRESS.]

No. 138.

[2d SESSION.]

RECOGNITION OF CERTAIN GRANTS OF LAND MADE BY VIRGINIA.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, JANUARY 27, 1807.

Mr. BOYLE, from the Committee on Public Lands, to whom was referred the petition of Thomas Rogers, made the following report:

That two tracts of land, of five thousand acres each, lying on the north side of the Tennessee river, near its confluence with the Ohio, were granted by the State of Virginia, by patents bearing date the 12th of October, 1788, to John Rogers, deceased, under whom the petitioner claims for himself and others. When granted, these lands were within the limits of Virginia, and are now within the limits of Kentucky. Prior to the emanation of the patents, but subsequent to the location and survey of the lands thus granted, the United States, by a treaty concluded at Hopewell, with the Chickasaw nation of Indians, acknowledged their title to extend to the ridge between the Tennessee and Cumberland rivers, including within the Indian boundary the two tracts above mentioned. The Chickasaws having by a late treaty with the United States relinquished their title to these lands, the petitioner prays that the claimants, under the grantee from the State of Virginia, may be confirmed in their right, or that other lands equal in value may be given to them.

The necessity of this application must have been suggested by an idea that the grants from Virginia were vitiated by the treaty of Hopewell. But this idea does not appear to the committee to be correct; they do not conceive that the species of title which is acknowledged by the treaties of the United States to be vested in the Indians, annihilates the sovereignty of the State on their right of soil, in those portions of territory which, within their respective limits, are covered by Indian titles. The right which the Indian derives from nature must, from his vagrant hunting state of society, be confined to the temporary use of the land, except to those of which he is in the actual possession. This, it is believed, is the extent to which the Indian title is acknowledged by the treaties of the United States, while the permanent fee simple is vested in, and remains with, the States, respectively; or, in the United States, where the States have ceded to them.

It is the opinion of the committee that the grants made by the State of Virginia to John Rogers, deceased, vested in him and his heirs the fee simple estate in the land, subject to the incumbrance of the Indian title, and that no act of Congress is necessary to guaranty the right.

Resolved, therefore, That the petitioner have leave to withdraw his petition.

LAND CLAIMANTS UNDER A PROCLAMATION OF THE KING OF GREAT BRITAIN OF 1763.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, FEBRUARY 3, 1807.

Mr. BOYLE, from the Committee on the Public Lands, to whom was referred the petition of sundry officers who served in America during the war between France and Great Britain, made the following report:

That the petitioners, for themselves and others, claim of the United States certain lands, by virtue of a proclamation of the King of Great Britain, issued on the 7th of October, 1763. An authenticated copy of the proclamation has been referred to the committee, by which it appears that the King, to testify his approbation of the conduct and bravery of the officers and soldiers of his armies, and to reward the same, commanded and empowered the Governors of his three new colonies, and all other Governors of the several provinces of the continent of North America, to grant, without fee or reward, to such reduced officers as had served in North America during the then late war, and to such private soldiers as had been, or thereafter should be, disbanded in America, and were then actually residing there, and should personally apply for the same, the several quantities of land specified in the said proclamation, subject, at the expiration of ten years, to the same quit-rents as other lands are subject to in the province within which they are granted; as also subject to the same conditions of cultivation and improvement.

It further appears, as stated by the petitioners, that a number of officers of the Pennsylvania battalion met at Lancaster, in Pennsylvania, in the year 1773; and, in order to avail themselves of the provisions of the proclamation, deputed the late General Thompson to locate, in one of the royal governments, the quantities of land to which they conceived themselves entitled by the proclamation.

It appears by an original document, in possession of the committee, that, on the 16th of December, 1773, an order was made by the Governor and council of Virginia, permitting officers and soldiers to locate their lands wheresoever they should think proper, so as not to interfere with legal surveys or actual settlements.

The committee cannot determine whether this order was considered as extending to all officers and soldiers entitled under the said proclamation, or only to such as had served in the Virginia line. The general terms in which the order is expressed would seem to warrant the former construction; but, from a report made by a committee of the Virginia Legislature, in the year 1783, it appears that application was made to the Governor and council of Virginia, in 1774, by the agent of these associated officers, for leave and permission to survey and lay off the portions of land which they were respectively entitled to under the proclamation of 1763. That the Governor and council were of opinion that the claim of the said officers was well founded, and a commission was thereupon granted by the masters of William and Mary college, to Captain William Thompson, appointing him either a principal or deputy-surveyor for the purpose of making the said surveys within Virginia. The said Thompson, being duly authorized, proceeded to make the surveys, and, as stated by the petitioners, did actually make and complete them on Salt Lick river, then in Virginia, now in Kentucky. The committee, without suggesting a doubt as to the surveys being actually made, will only remark, that the only evidence of the fact produced to them is a plot said to be a copy from the original, (which has been lost) on which is designated the several sections allotted to the respective officers; and such survey seems to be recognized by the report to the Virginia Legislature above referred to.

It is further stated by the petitioners, and also appears by the report already referred to, that the said William Thompson, when he had completed a draft of the surveys, and made the necessary arrangements with the associated officers for the completion of the titles, proceeded, in the year 1775, to the office in Virginia, for the purpose of returning the said surveys, and having them duly accepted; but, as a previous condition to their acceptance, it was required of him that he should take an oath of allegiance to the King of Great Britain, which, as a patriot, from principles of attachment to his country, he refused to take, and, consequently, the surveys were not accepted, and the patents were not issued.

Captain Thompson and a number of the said officers joined the American armies, and the claims of the said officers were not further prosecuted till after the return of peace in the year 1783.

By an act of the Legislature of Virginia, passed in the year 1779, it is provided, that "no claim within this commonwealth for military services, founded on the King of Great Britain's proclamation, shall hereafter be allowed, except a warrant for the same shall have been obtained from the Governor of Virginia, during the former Government, or where such services were performed by an inhabitant of Virginia, or in some regiment or corps actually raised within the same; in either of which cases, the claimant making due proof in any court of record, and producing a certificate thereof to the Register of the Land Office, within the term of twelve months."

It appears that the said officers made application to the Legislature of Virginia, in the year 1783, by their agent, Dr. John Morgan, for redress.

Their memorial and petition was referred to a committee, who reported a resolution adverse to their claims; which report is said to have been agreed to by the House.

The committee have detailed the principal facts that have come to their knowledge, relative to the claims of these officers; which statement of facts they believe is materially correct.

They now proceed to the consideration of the merits of the claims as made against the United States.

The committee would think themselves warranted in recommending to the House, "That leave be given the petitioners to withdraw their petition," on the ground that they have failed to produce sufficient evidence that any of the persons for whom they claim come fairly within the provisions of the proclamation; but, under the impression that possibly such evidence may be obtained, they have thought it their duty to examine the subject on the general principle.

The committee do not consider the King's proclamation as a grant, but only as a conditional promise to grant lands to these officers and soldiers on more favorable terms than those on which the crown lands were generally offered: such of these officers and soldiers as did not avail themselves of that promise and of those favorable terms, while the property proposed to be granted rested in the crown, cannot, after the property has passed to another sovereignty, legally plead the promise of the former for a grant from the latter. If a contrary principle should be established, the several States, and the United States, now vested with the property of lands formerly belonging to the King of Great Britain, would be under obligations to dispose of it on the same terms as formerly offered under the colonial Government, at least to those who were inhabitants of the colonies.

Had those claimants applied for their lands within a reasonable time after the proclamation issued, it is evident no obstacle would have lain in the way of the completion of their titles. It appears that many who were entitled, under the proclamation, never did apply for their lands; that others did after a lapse of ten years: this extraordinary neglect and delay, whilst it appears to have been the sole cause of their eventually failing to obtain their grants, must be wholly ascribable to themselves, and that circumstance must have a direct bearing on any equitable considerations that may be urged in their favor.

In regard to that class of claimants who deputed General Thompson, and for whom regular location and surveys were made, under an order of the Governor and council of Virginia, your committee are of opinion that the location and survey fixed the claim, and identified the lands claimed by the persons for whom they were made; and as no part of the lands so located and surveyed is now, or ever was, the property of the United States, and as the inability of the claimants to perfect their titles to such lands did not result from any act of the General Government, the committee are unable to discover any principle, either legal or equitable, on which redress can be claimed of the United States. If an incentive title to the lands so located and surveyed had at all vested, it must, if at all, be perfected to those identical lands; if such title never did vest, the claimants are thrown back to the situation of those who never did apply; and, with them, are precluded from a compensation in lands from the United States, by the

terms of the several acts of cession of the individual States, and by the general principles and practice of the Federal Government.

The General Government has been considered, and the committee believe correctly, as a new sovereignty, erected by a confederacy of States; its powers and property were not derived from the King of Great Britain; and, not being successor to him in the property he lost in America, cannot be liable to the payment of his debts, to perfect his gratuitous offers, or be under obligations to fulfil his promises. The faith of the General Government is not pledged for satisfying demands which have originated previous to its own existence; it is only bound for the payment of debts created by its authority, and debts incurred in the common defence by individual States, which may have been assumed by the United States.

The proceeds of the public lands are solemnly pledged as a fund for the payment of the public debts, not only by act of Congress, but by compacts entered into with the individual States who have made cessions of territory. The several deeds of cession, though differing in form, do all specially provide for the claims and classes of claims which shall be satisfied in lands, and then explicitly stipulate that the residue of the lands "shall be considered as a common fund for the use and benefit of the United States of America," and "shall be faithfully and bona fide disposed of for that purpose, and for no other use or purpose whatsoever." Congress, by accepting the cessions on these terms, become specially bound as to the application of the proceeds, and are not at liberty to divert the fund from the uses to which it has been solemnly pledged.

From the view the committee have taken of the subject, they are of opinion that the claimants, under the proclamation of 1763, have no claim on the United States. They, therefore, respectfully submit the following resolution:

Resolved, That the prayer of the petitioners ought not to be granted.

9th CONGRESS.]

No. 140.

[2d SESSION.]

APPLICATION TO CONFIRM AN INDIAN GRANT.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, FEBRUARY 17, 1807.

Mr. JEREMIAH MORROW, from the Committee on the Public Lands, to whom was referred the petition of George Ash, made the following report:

It appears that the petitioner was made a prisoner by the Indians in the early part of his life, and remained with them until the treaty of Greenville; that the Indians had promised to give him a tract of land of four square miles, on the west side of the Ohio, opposite the mouth of Kentucky river, and for which tract they have since given him a conveyance in regular form; that he has settled and made improvements on the said land, and prays that Congress will confirm to him the Indian grant.

It appears the Delawares and Shawanees claimed to be the proprietors of the land in which the petitioner's grant is included. The conveyance is signed by seven Indians, styling themselves chiefs of the Delaware and Shawanee nations, and was made subsequent to the treaty of Greenville, to which those nations were parties. By that treaty, the Indians have strictly bound themselves not to dispose of or sell their lands, or any part of them, to any but the United States.

The grant having been made contrary to law and the express provision of the treaty, is, of course, void. The committee cannot recommend a confirmation of the grant; they believe it might encourage intriguing and unprincipled men in serious abuses, and in future be a source of much evil: but, from the peculiar circumstances of the case, the petitioner having been deprived of his liberty in early life, and, consequently, of an opportunity of acquiring property by his industry; and that the principal part of his labour, since he has been restored to liberty, has been employed in making improvements on the land, probably under an idea that the Indian grant vested him with a title, they think that he is in justice entitled to a preference in purchasing the land on which he has settled. They, therefore, submit the following resolution:

Resolved, That George Ash be entitled to a right of pre-emption for six hundred and forty acres of land, including his improvement, and the same shall be granted to him on his payment of the purchase money, agreeably to the provisions made by law for lands sold at private sale.

9th CONGRESS.]

No. 141.

[2d SESSION.]

CLAIM OF THE UNITED STATES TO LANDS IN TENNESSEE.

COMMUNICATED TO THE SENATE, FEBRUARY 17, 1807.

Mr. BRADLEY, from the committee appointed to inquire whether any, and, if any, what further proceeding is necessary to carry into effect the provisions of an act, entitled "An act to authorize the State of Tennessee to issue grants and perfect titles to certain lands therein described, and to settle the claims to the vacant and unappropriated lands within the same," reported:

That, in the absence of the Honorable Joseph Anderson, one of the Senators from the State of Tennessee, who has not attended Congress during the present session, the committee proceeded to examine the act of the State of Tennessee, entitled "An act to appoint agents to settle the dispute existing between this State and the United States, relative to the vacant and unappropriated lands within this State, and to procure the relinquishment of the claim of the United States to the same," passed November 14th, 1801; and find that, in and by said act, the State of Tennessee did authorize their Senators and Representatives, or their successors, or a majority of them, to procure from the United States a relinquishment of their claim to the lands in the State of Tennessee, in such manner, and upon such terms, as to the said agents might seem proper; and, being fully satisfied that the powers vested in the Senators and Representatives from the State of Tennessee, signers of the hereinafter recited instrument, are ample and

sufficient to carry into effect, on the part of the State of Tennessee, the provisions of the aforesaid act of Congress, the committee have received from them the following instrument, signed and sealed by them respectively, to wit:

"Be it remembered, that we, the undersigned, Senators and Representatives in the Congress of the United States, from the State of Tennessee, do hereby make known, that, in pursuance of the power in us vested, by an act of the General Assembly of the State of Tennessee, entitled "An act to appoint agents to settle the dispute between this State and the United States, relative to the vacant and unappropriated lands within this State, and to procure the relinquishment of the claim of the United States to the same;" and by a resolution of the Senate and House of Representatives of the State of Tennessee, passed in the year one thousand eight hundred and two, as instructions therein; we do, in consideration of the provisions made in the act of Congress, entitled "An act to authorize the State of Tennessee to issue grants and perfect titles to certain lands therein described, and to settle the claims to the vacant and unappropriated lands within the same," for and in behalf of the State of Tennessee, agree and declare, that all right, title, and claim, which the State of Tennessee hath to the lands lying west and south of the following line, to wit: beginning at the place where the eastern or main branch of Elk river shall intersect the southern boundary line of the State of Tennessee; from thence, running due north, until said line shall intersect the northern or main branch of Duck river; thence down the waters of Duck river, to the military boundary line, as established by the seventh section of the act of North Carolina, entitled "An act for the relief of the officers and soldiers of the continental line, and for other purposes," passed in the year one thousand seven hundred and eighty-three; thence with the military boundary line, west, to the place where it intersects the Tennessee river; thence down the waters of the Tennessee river, to the place where the same intersects the northern boundary line of the State of Tennessee, shall hereafter forever cease; and the lands aforesaid, lying south and west of the line aforesaid, within the limits of the State of Tennessee, shall be and remain at the sole and entire disposition of the United States, and shall be exempted from every disposition or tax made by order, or under the authority of, the State of Tennessee, while the same shall remain the property of the United States, and for the term of five years after the same shall be sold.

In testimony whereof, we have hereunto signed our names, and affixed our seals.

Done at the city of Washington, this twenty-third day of January, in the year of our Lord one thousand eight hundred and seven.

DANIEL SMITH. [L. s.]
WILLIAM DICKSON. [L. s.]
G. W. CAMPBELL. [L. s.]
JOHN RHEA. [L. s.]

In presence of

SAMUEL A. OTIS, *Secretary of the Senate of the United States.*
JOHN BECKLEY, *Clerk of the House of Representatives of the United States.*

Whereupon,

Resolved, That the Senate do approve of the aforesaid instrument, and order the same to be entered at large on the Journal; and the Secretary is hereby desired to cause the original instrument to be deposited in the office of the Secretary of State.

10th CONGRESS.]

No. 142.

[1st Session.]

REFUGEES FROM CANADA AND NOVA SCOTIA.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, DEC. 22, 1807.

Mr. THOMAS, from the committee to whom were referred two reports of the Secretary of War, the Secretary and Comptroller of the Treasury, commissioners under the act of Congress, passed the 7th April, 1798, entitled "An act for the relief of the refugees from the British provinces of Canada and Nova Scotia," made the following report:

That, when the American people formed the intention of throwing off their allegiance to the King of Great Britain, and to establish an independent Government, they contemplated including those of the provinces of Canada and Nova Scotia, as well as those of the other States; and, with this view, endeavored to unite the people of those provinces in the common cause. No doubt from a persuasion that the whole would stand or fall together, a number of the inhabitants of these provinces, which were, for the most part of the Revolutionary war, in the possession of the enemy, abandoned their homes, fled to the other States, and joined their efforts with the friends of the Revolution.

That, when peace was concluded in 1783, and the independence of these States acknowledged by Great Britain, these provinces were not included, but left under the power of the British King, and, consequently, the property of all such as had taken a part against him in the war was of course confiscated.

That Congress, from a just sense of the distressed situation of those who had emigrated from these provinces to join the standard of American freedom, and thereby had provoked the vengeance of their King, did, by a resolution, the same year peace was concluded, pledge the faith of the nation to remunerate, by a grant of land, these people for their losses and sufferings.

That nothing further, however, was done respecting it, under the old Confederated Government, nor until 1798, when an act was passed setting apart a tract of land for the purpose of compensating those sufferers, prescribing the mode in which proof of their services, sacrifices, and sufferings should be exhibited, and appointing the Secretary of War, the Secretary and Comptroller of the Treasury, commissioners to examine those claims, and report on the same to Congress; allowing to those of the first class a quantity not exceeding one thousand acres; and, to the last class, a quantity not exceeding one hundred; making such intermediate classes as the resolutions aforesaid, and distributive justice, might, in their judgment, require; and that, in case any such claimant should have sustained such losses and sufferings, or performed such services for the United States, that he could not justly be classed in any one general class, a separate report should be made of his circumstances, together with the quantity of land that ought to be allowed him, having reference to the foregoing rates. The period for exhibiting such claims was, by this act, limited to two years; but, by another act of March 6, 1804, the first mentioned act was revived, and continued in force for two years.

Under these acts, the said commissioners have made the two reports in question; one in favor of the following persons, to wit: the widow of the late General Moses Hazen, one thousand six hundred acres; Elijah Ayre, senior, one thousand acres; Elijah Ayre, junior, three hundred and twenty acres; and Anthony Burk, two hundred and fifty acres; all of which are included in one general report. The other report in favor of two others, to wit: Chloe Shannon, the wife of James Noble Shannon, and relict of Obadiah Ayre, deceased, one thousand two hundred and eighty acres; and to James Ruland, nine hundred and sixty acres, also in one general report, without, in either of the

two reports, any specification of the particular circumstances attending the two cases, in which the claimants are allowed more than one thousand acres each.

Upon a view of these facts, the committee doubt whether it will be consistent with the provisions of the said act, or a due exercise of that discretion which seems thereby to have been reserved to Congress, under a view of the special circumstances of the case, when spread before them by a special report of the commissioners, to allow to any one claimant a larger quantity than one thousand acres, when no such special report has been made in his favor.

Being, however, of opinion that the aforesaid report furnished sufficient evidence that the two persons to whom more than one thousand acres are allowed are fairly entitled to at least one thousand acres each, being the greatest quantity which the commissioners could allow to any one claimant in such general report, the committee, therefore, submit a bill, conformably to that opinion, and confirming the grants to the other claimants, agreeably to the said reports.

10th CONGRESS.]

No. 145.

[1st Session.]

QUANTITY AND QUALITY OF PUBLIC LANDS IN THE ORLEANS TERRITORY.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, JANUARY 23, 1808.

TREASURY DEPARTMENT, *January 23, 1808.*

SIR:

I had the honor to receive your letter of the 20th instant, requesting such information as may be in the Treasury Department, relative to the quantity and quality of lands belonging to the United States in the Orleans territory.

It is understood that the eastern district of that territory, included between the Iberville and the lakes, the sea and the Chafalaya, or western arm of the Mississippi, is every year overflowed, with the exception of a narrow strip on the banks of the Mississippi, and of the several creeks or bayous which intersect the country. Although the greater and most valuable portion of the land, bordering on the water-courses, and fit for cultivation, belongs to individuals, it has been stated that there still remained on the Chafalaya, and several of the bayous, many unappropriated, and, although narrow, yet very valuable tracts. The remainder is at present an immense swamp, the greater part of which cannot be recovered without much labor and capital.

It is well known that the western boundaries of the western district are not ascertained; and the President has, for the present, directed that the surveys should not be extended west of a meridian passing by Natchitoches.

The Surveyor General has reported that the tract included between that meridian and the Chafalaya, and bounded on the north by the Red river, and on the south by the sea, would probably contain from one hundred and eighty to two hundred townships, or about four millions and five hundred thousand acres; from which quantity must be deducted the settlements of Attacapas and Opelousas, and those bordering on Red river. It is probable that this will leave near four millions of acres of public lands. The returns of ten townships only have been received at the treasury; and the enclosed memorandum, extracted from the field notes, will show the general quality of the land contained in them.

I have no information relative either to the quantity or quality of the lands north of Red river; but I beg leave to refer you to the papers which I put in your hands on the subject of Bapstrop's and Grand Maison's grants.

I have the honor to be, very respectfully, sir, your obedient servant.

ALBERT GALLATIN.

Honorable JOHN BOYLE, *Chairman Land Committee in Congress.*

The returns of townships surveyed in the Orleans territory, together with the field notes, received at the treasury, are:

Ranges west of basis meridian.	Townships north or south of latitude 31°	Predominant quality from the field notes.
1	1 north,	Excepting a small quantity of rich land, mostly poor sandy pine land.
2	1 north,	In hickory and oak woods, rich; in pine, lands poor; pine predominant.
2	2 north,	With some exception, sandy and broken land.
2	3 north,	Nearly equal proportions of poor, broken, hilly, middling, and rich lands.
3	3 north,	All pine land, some poor, some middling, some broken and hilly.
4	3 north,	Some rich bottom; middling and poor land nearly equal; pine.
4	5 south,	With small exception, nearly equal part of poor level land and prairie.
4	5 south,	Generally poor level lands, and prairies, interspersed with pine woods.
5	5 south,	Generally rich lands, the rest level sandy land in lofty pines.
6	5 south,	Level land of middle quality; good pine timber.

The whole containing, - - - - - 231,894 acres.
 Mr. Pease, in his letter of 5th November, 1807, on the authority of Mr. Fitz, states that the territory contains one hundred and eighty or two hundred townships, from which deduct the above ten townships, and between one hundred and seventy or one hundred and ninety remain to be surveyed,

10 townships, - - - - - 231,894 acres.
 190 do. - - - - - 4,370,000

Estimate of the Comptroller of the territory west of Mississippi, - - - - - 4,601,894

10th CONGRESS.]

No. 144.

[1st Session.]

CLAIMANTS UNDER THE GEORGIA GRANTS.

COMMUNICATED TO THE SENATE, FEBRUARY 5, 1808.

To the honorable the Senate and the honorable House of Representatives of the United States of America in Congress assembled: the respectful memorial and petition of the subscribers, citizens of the State of New York, sheweth:

That they became purchasers under various circumstances, and at different times and prices, of large tracts of land, within the limits of the lands granted by the State of Georgia to sundry companies, lying in the waters of the Tennessee, Tombigbee, and Mississippi rivers; that your memorialists, confiding in the validity of the grants of said State, and having no knowledge or suspicion of any matter or cause that could affect the title founded thereon, paid large sums of money for the lands thus purchased by them; that, after the said grants had been declared void by a subsequent Legislature of the said State of Georgia, and after that State had made a cession to the United States, with a reservation of five millions of acres of the said land to be applied, as your memorialists understood at the time, to the satisfaction of their claims on the said land, on the ground of a reasonable and equitable compromise, they have waited for several years in the hope and expectation that some such compromise would have been made, but have been hitherto disappointed: on the contrary, the United States are proceeding to sell certain parts of the said lands, and Congress have passed an act or acts making it unlawful for your memorialists and others claiming under the original grants of the said State of Georgia, to exert those acts of ownership which would have led to a regular judicial examination and decision of their right, and which the laws permit in ordinary cases.

Your memorialists were, and still are, desirous of submitting their rights to a regular examination, in any tribunal competent to give a final judgment: this they respectfully solicit, and claim as a right founded on natural justice, and the sacred principles of our free constitution declaring to your honorable body that they are still willing, as they have always been, to submit to any reasonable terms of compromise, on an agreement for that purpose, or to submit their claims to the arbitration of honorable and intelligent men.

Your memorialists appeal with confidence to your honorable body, as the guardians of the public liberty, and the just rights of the citizens, that you will in your wisdom provide a method by which they may bring their claims before the Supreme Court of the United States, who alone have cognizance of controversies where the United States are a party, in order to a definitive judgment thereon; or that you will authorize an equitable compensation to be made to them by agreement, arbitration, or otherwise, in lieu thereof; and your memorialists will ever pray.

G. Ludlow,
Benjamin G. Minturn,
John R. Wheaton,
Daniel Boardman, for self and }
Thomas Hunt, }
Jonathan Ogden,
Alexander Macomb, assignee to }
the estate of Comfort Sands, }

John F. Champlin,
B. W. Livingston,
Leonard Bleecker,
Peter Griffin,
Nathl. Prim,
Alexander Macomb,
Henry W. Pierpoint, executor
of the estate of Wm. Constable.

10th CONGRESS.]

No. 145.

[1st Session.]

ALTERATION PROPOSED IN SURVEYING THE PUBLIC LANDS IN ORLEANS TERRITORY.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, FEBRUARY 22, 1808.

TREASURY DEPARTMENT, December 19, 1807.

SIR:

I understand that there is a considerable quantity of valuable vacant land in the territory of Orleans, lying in narrow strips along the margins of rivers and bayous, and surrounded by extensive tracts of inundated land, which cannot at present be sold. The laws have directed that the public lands of that territory should be surveyed and divided, as nearly as the nature of the country will admit, in the same manner as is provided by law in relation to the other public lands. And neither Mr. Briggs nor Mr. Pease have thought themselves under that clause at liberty to adopt a different mode of surveying; that of regular townships and sections, divided by north and south, and east and west lines, being practicable, although inconvenient, and attended with the useless expense of dividing an unsaleable swamp into sections.

Permit me, therefore, to suggest the propriety of authorizing the surveying of such lands within the alluvial country as may be now inhabited, into tracts not exceeding a certain number of acres, but without restrictions of shape, or obligation of surveying the adjacent lands.

I enclose copies of the correspondence on that subject.

I have the honor to be, respectfully, sir, your obedient servant,

ALBERT GALLATIN.

Honorable JOHN BOYLE, *Chairman Land Committee.*

Extract of a letter from the Secretary of the Treasury to Isaac Briggs, Esquire, surveyor, &c. Washington, M. T. dated

TREASURY DEPARTMENT, May 27, 1805.

The obstacles which an alluvial and inundated country offers to cultivation and surveying will undoubtedly render many deviations from the usual method necessary; and, before any plan whatever shall be adopted, your opinion, founded on such local information as you may have obtained, is requested. It appears to me that, in the alluvial country, those parts only which now are, or by a low levée may immediately be rendered fit for cultivation, ought to be surveyed. This will confine us to the banks of rivers, bayous, and lakes; but a fixed average depth, perhaps, of one mile, though extending within the inundated country, may be given to each tract; and however partial or irregular the surveys, they should be connected one with another, and all of them with some correctly ascertained basis. I

throw, for the present, those hints merely for your consideration; and I will also beg leave to suggest, that a basis, which would connect the surveys west of the Mississippi with those in the Mississippi territory, would be the most eligible. As the Chafalaya begins about three miles below the mouth of Red river, the latitude and longitude of which are astronomically ascertained, a due west line from some point on the Mississippi, between those two points, say at 31°, seems to be recommended as a proper basis, from the consideration of its keeping more clear of the alluvial country than any other direction. A meridian, extending from the Red river to the seashore, sufficiently west to be clear of the Mississippi inundations, might afterwards be run. The most eligible spot, exclusively of local considerations, from which to begin that meridian on Red river, would be Natchitoches, and, next to it, the Rapids.

Extract of a letter from the Secretary of the Treasury to Isaac Briggs, Esq. Surveyor General, Washington, M. T.

TREASURY DEPARTMENT, July 2, 1805.

3dly. So much of the alluvial or inundated country, lying between the Mississippi and the Fourche on the east, and the Chafalaya on the west, and also west of Chafalaya, as may be considered at present to be fit for cultivation. It is believed that no part of that large extent can now be inhabited, except some margins along the several streams or bayous, as is the case along the Mississippi and the Fourche. The best mode, therefore, which presents itself, is to meander the principal streams, and particularly the Chafalaya, from its commencement to its discharge into the sea, and its water communications with the rivers Opelousa, Attacapa, and Feche, surveying, at the same time, on each margin, and in the best manner which the nature of the country will admit, tracts of one hundred and sixty acres, and having as much front, in proportion to their depth, as has been usual in Lower Louisiana. But the best method of executing this part of the work is, nevertheless, left discretionary with you, only observing that, although townships cannot be laid out, yet the surveys executed there should be connected in some manner with some known point on the Mississippi, and with some part of the ranges of townships hereafter mentioned. I will also add, that, as the mouth of the river Feche is understood to afford the best harbor between the mouth of the Mississippi and that of the Trinity river, a survey of the Chafalaya, from its commencement (in or about thirty-one degrees north latitude,) to the place where it is said to communicate with the Feche, and thence by such communication, and down the Feche, to the seashore, is considered as important, and the first part of the work to be executed. I say nothing of the Mississippi itself, nor of the lands lying either in the island of New Orleans, or on the opposite side of the river east of the Fourche, on a presumption that no body of land remains there vacant which would defray the expense of a general survey. If you shall think, however, that the margin of the Mississippi, at least from Concord to the settlements of Pointe Coupee, is susceptible of immediate cultivation, you may survey the same as the other rivers of that alluvial tract.

4thly. As many ranges of township to be laid out west of Chafalaya, and of its inundation, and from Red river to the seashore, as the funds appropriated by Congress will permit us to survey, not going, however, further west than the meridian of Natchitoches. In relation to this last part of the work, you will be pleased to attend to the following circumstances: 1st. Although those townships must commence at some distance from the Mississippi, it is necessary, nevertheless, that they should be connected by a line running due east and west, and accurately surveyed, with some known point on that river; and the 31st degree of latitude, as a continuation of Mr. Elliott's boundary line, seems the most eligible. 2dly. In that part of the country which has already been granted to individuals, and is actually inhabited, including the several districts of Attacapas, Opelousa, Ayovette, and Rapids, the exterior lines only of the townships should be run, until the claims shall have been ascertained according to law, when the subdivisions will, of course, be made: and it will be necessary to inform both the white inhabitants and several small tribes of Indians, who are scattered through that territory, that the running of such lines will not in the least affect their rightful claims, and that the object is only to ascertain the vacant land, and to connect the whole together.

The country is yet so little known here, that, notwithstanding the discretion vested in you, it will, perhaps, be found that some of the above instructions, which you might consider as imperative, cannot be carried into effect. In points which will not to yourself appear very important, and may not admit of delay, you may make such alterations as you will think necessary. But it will be more acceptable, in essential points, that you should state the objections and propose a substitute. In whatever manner the surveys may be executed, your assistants must be directed to make a very correct return of the nature and growth of the soil, of the depth of the rivers or bayous, of the elevation of the waters during the inundation, and of their greatest depression, and particularly of the depth of the lands not liable to be inundated, or which may be protected by a low levée.

Extract of a letter from Isaac Briggs, Esquire, late Surveyor General of the United States' lands south of the Tennessee, to the Secretary of the Treasury, dated

WASHINGTON, M. T. 31st of the 8th month, 1805.

In obedience to thy request, in thy letter of May 27, I now offer an opinion, founded on such local information as I have been able to obtain, of the method of survey best adapted to the alluvial country on the Mississippi river. My idea coincides with thine, "that those parts only which now are, or by a low levée may immediately be rendered fit for cultivation, ought to be surveyed." And, although "this will confine us to the banks of rivers, bayous, and lakes," it is my opinion that the lines of division ought still to be in the direction of meridians and parallels of latitude, and situated where they would be if the township and section lines were traced throughout. In this way, the forms of the several parcels of land would be less irregular, and a general connexion with any well ascertained point or basis more easily obtained than by the method adopted by the former Government. In the way proposed, no front could have to the side lines a greater obliquity than forty-five degrees; and if, at any time hereafter, the swamps should be reclaimed, simply producing the lines will connect the surveys in a regular manner with those in such parts as are at present capable of cultivation. The principle on which surveys were made under the preceding Government, seems to be a front on some water-course, and side lines at right angles from the extremities of that front. Those side lines often converge to a point, and frequently diverge to a great extent, as the front happens to be convex or concave. The average depth allowed by grants from the Spanish Government is, I am informed, forty arpents, equal to one English mile and five-elevenths. This is supposed to be generally the direct distance from the water-course back to the swamp.

As there must be, for many years to come, extensive intervals of inundated and uninhabitable swamp between the habitable margins of the rivers, bayous, and lakes south of Baton Rouge, and east of a meridian fifteen or twenty miles west of Chafalaya, the best chances of connexion with any well ascertained basis will, in my estimation, be a careful and accurate survey of each river, bayou, and lake, in the alluvial country. On this survey, as many observations for determining latitudes and longitudes as circumstances will admit should be taken, and the calculations referred to the Surveyor General's office.

Extract of a letter from Seth Pease, Esquire, Surveyor General, to the Secretary of the Treasury, dated

WASHINGTON. M. T. June 30, 1807.

I find, in your letters of the 27th of May and 2d July, 1805, and in Mr. Briggs's letter of the 31st of the 8th month, of the same year, some remarks on the most eligible mode of surveying that part of the alluvial country between the Mississippi and the Fourche on the east, and the Chafalaya on the west, and also west of the Chafalaya,

as may be considered at present fit for cultivation. As this will become a matter of considerable importance, I take the liberty of making the following remarks:

1st. That the mode you have pointed out appears to be the [most] eligible of the two, as it divides the front of the tract more equally than that proposed by Mr. Briggs, which, in my opinion, will greatly enhance the average value of the tracts.

2dly. The remaining part will probably remain unsurveyed and unsold for many years, and, when sold, it will probably be purchased by companies (possessed of large capitals) in large tracts, in order to enable them to reclaim the land from the sea, or inundation of the Mississippi; the timber, however, may soon become a sufficient object to individuals to induce them to purchase, where it can be managed to advantage.

I do not see that the law authorizes any other mode than the one advised by Mr. Briggs, unless you have a discretionary power to order it otherwise.

10th CONGRESS.]

No. 146.

[1st Session.

PRE-EMPTION RIGHTS WEST OF PEARL RIVER.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, ON THE 27TH OF FEBRUARY, 1808.

TREASURY DEPARTMENT, February 27, 1808.

SIR:

I have received by last mail the list of permissions granted by the Register of the Land Office west of Pearl river, to settlers on lands of the United States, under the act to prevent settlements, passed 3d March, 1807. The result is as followeth:

Number of settlers.	Number of acres applied for by each.	Total number of acres.
230	320	73,600
76	160	12,160
2	200	400
1	197½	197½
1	100	100
Total, 310		86,457½

These settlers are, therefore, entitled to a right of pre-emption by virtue of the act passed this session. But a difficulty will attend the execution of the law, which seems to require a legislative explanation. By the act of last session, the permissions were limited to three hundred and twenty acres for each settler; and it appears that eighty of these have applied for less quantities. By the act of this session, the right of pre-emption is given for the tract on which such settlers had received permission to remain; and yet it is provided, that such right of pre-emption shall not be for a quantity greater than six hundred and forty acres. I do not understand whether it be intended still to confine the pre-emption to the quantity for which the permission was given, or whether the party shall have a right of preference to purchase six hundred and forty acres; and if no explanatory act be passed, I will, of course, take the opinion of the Attorney General. Should that opinion limit the pre-emption to the quantity for which the permission was granted, it may create discontents, inasmuch as the parties may give a different construction to the law. Should it, however, be decided, or positively enacted, that the right of pre-emption may extend to six hundred and forty acres, it will be necessary to provide a mode of deciding between conflicting pretensions: for, in many instances, there will be vacant land between the permitted settlements, though not sufficient to give to each the full quantity. Thus, if half a section of vacant land lies between two half sections, both settled by persons having a right of pre-emption, to which of the two shall the right of purchasing be given, if both shall claim it? There is no officer designated by the act for deciding in such and other doubtful cases.

I have the honor to be, respectfully, sir, your obedient servant,

ALBERT GALLATIN.

Hon. JOHN BOYLE, *Chairman of the Land Committee.*

10th CONGRESS.]

No. 147.

[1st Session.

PUBLIC GROUND IN AND ADJACENT TO THE CITY OF NEW ORLEANS.

COMMUNICATED TO CONGRESS, MARCH 7, 1808.

To the Senate and House of Representatives of the United States:

In the city of New Orleans, and adjacent to it, are sundry parcels of ground, some of them with buildings and other improvements on them, which it is my duty to present to the attention of the Legislature. The title to these grounds appears to have been retained in the former Sovereigns of the province of Louisiana, as public fiduciaries, and for the purposes of the province. Some of them were used for the residence of the Governor, for public offices, hospitals, barracks, magazines, fortifications, levées, &c.; others for the town-house, schools, markets, landings, and other purposes of the city of New Orleans. Some were held by religious corporations, or persons; others seem to have been reserved for future disposition. To these must be added a parcel called the Batture, which requires more particular description. It is understood to have been a shoal or elevation of the bottom of the river, adjacent to the bank of the suburbs of St. Mary, produced by the successive depositions of mud during the annual inundations of the river, and covered with water only during those inundations. At all other seasons it has been used by the city immemorably to furnish earth for raising their streets and court-yards, for mortar, and other necessary pur-

poses, and as a landing or quay for unloading fire-wood, lumber, and other articles brought by water. This having been lately claimed by a private individual, the city opposed the claim on a supposed legal title in itself; but it has been adjudged that the legal title was not in the city. It is, however, alleged, that that title, originally in the former sovereigns, was never parted with by them, but was retained in them for the uses of the city and province, and, consequently, has now passed over to the United States. Until this question can be decided under legislative authority, measures have been taken according to law, to prevent any change in the state of things, and to keep the ground clear of intruders. The settlement of this title, the appropriation of the grounds and improvements, formerly occupied for provincial purposes, to the same or such other objects as may be better suited to present circumstances, the confirmation of the uses in other parcels to such bodies corporate or private, as may of right, or on other reasonable considerations, expect them, are matters now submitted to the determination of the Legislature.

The papers and plans now transmitted will give them such information on the subject as I possess, and, being mostly originals, I must request that they may be communicated from the one to the other House, to answer the purposes of both.

TH: JEFFERSON.

MARCH 7, 1808.

10th CONGRESS.]

No. 148.

[2d SESSION.]

LAND CLAIMS IN THE DISTRICT OF KASKASKIAS.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, MARCH 7, 1808.

TREASURY DEPARTMENT, March 7, 1808.

SIR:

I have the honor to transmit the copy of a letter from the Land Commissioners of Kaskaskias, with sundry enclosures.

The power of laying out two tracts for locating recognized claims is already vested in the Register, with the approbation of the Secretary of Treasury, but will not be exercised until the amount of claims to be located shall have been better ascertained.

I doubt the propriety of dispensing with the copy of the evidence on which claims may be rejected. The expense of transcribing cannot be put in competition with the advantages resulting from having, at the seat of Government, documents necessary to repel unfounded claims.

Considering the great and unexpected mass of business which has come before the commissioners, and how moderate their compensation, I think a further allowance reasonable. It is not their interest to delay the settlement of claims, as their commission on sales will probably exceed the five hundred dollars they receive as commissioners.

I have the honor to be, respectfully, sir, your obedient servant,

ALBERT GALLATIN.

HON. JOHN BOYLE, *Chairman of the Land Committee in Congress.*

COMMISSIONERS' OFFICE, KASKASKIAS, December 1, 1807.

SIR:

This is the third annual communication we have made to our Government, giving the same information, viz: that we have not finished our business. We have not finished it yet. Since the return of Mr. Backus from Washington, we have taken up the immense mass of suspicious evidence given in before the clerk of the court of the district of St. Charles, in Upper Louisiana, who was authorized, with another person, to receive it.

To our astonishment we find more than seven hundred depositions there given to be perjuries; most of these depositions have been given in by persons assuming the names of certain ancient and respectable settlers in this country; by calling them forward (for most of them still reside in Upper Louisiana) we have discovered the truth, but a truth most embarrassing to us: we have been obliged to reject nearly forty claims to four hundred acres each, which we had confirmed to one man on this evidence, and caused to be recorded by our clerk as ultimately decided; our records are every where to be altered.

Besides, more than two hundred depositions have been given in before this Board by persons who have since acknowledged their falsity: they found themselves entrapped.

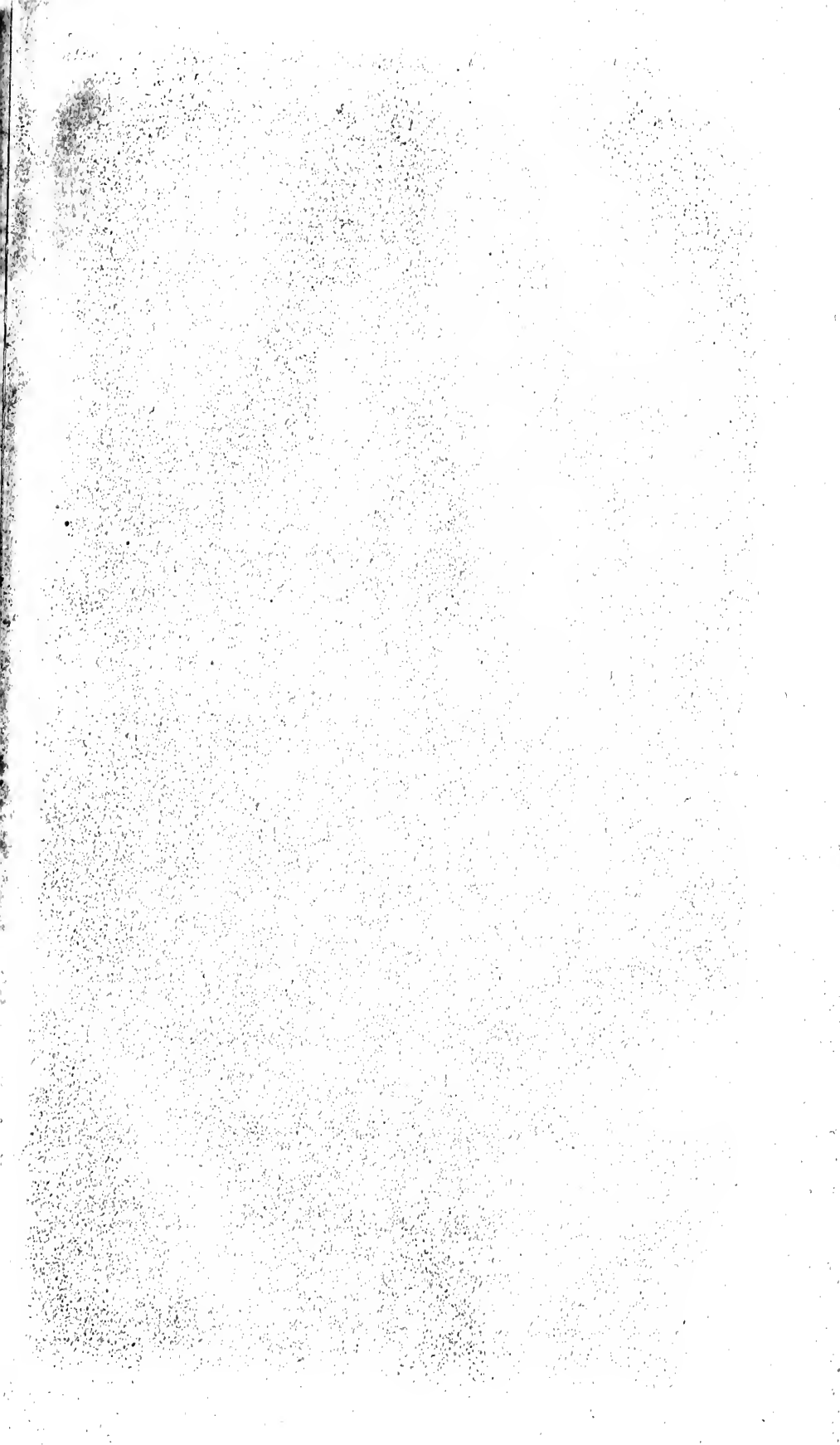
In reading this detail, sir, you are doubtless surprised at two circumstances: that this Board has been so much imposed upon, and that it has permitted the taking of depositions abroad: for the first, it has been impossible to avoid it; it has been by a slow and cautious comparison of facts which, from time to time, have dropped out in evidence that we have been able to come at that truth which will save to the United States so extensive a property: for the second, from our instructions, from the precedent set and followed by the two Governors who have preceded us in this business, we have been impelled, though very unwillingly, to adopt this practice. Yet it has been fortunate that we have done so; the rogues in roaming around the circle of our agents have found a hole in which we have caught them.

But the most difficult part of this business has been the decision on claims, supported by evidence which we could not legally find fault with, but which we could not readily believe; we have here thought proper, on the part of the United States, to call on a number of the oldest and most respectable inhabitants of the country; the expense will be something to the Government, but it will be infinitely overbalanced by the saving which it will make. We have called on these persons for two reasons; first, to get information; and, secondly, to enlist the sound part of this community with the Government: we have succeeded. These men, as we expected, have been abused, and we are disposed to think it a matter of some merit that we have preserved, and shall preserve, the peace of this country.

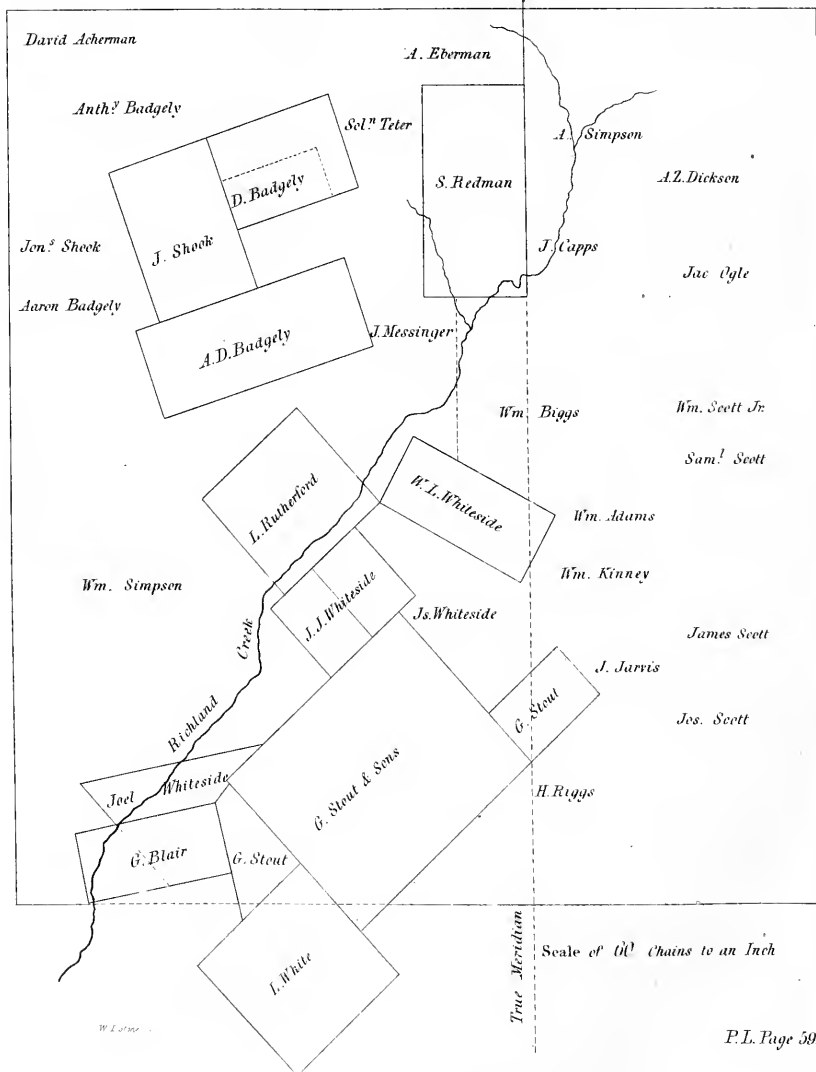
The tract which we last year designated to you, on which to locate the claims of this district, we are now satisfied is too large; we were ignorant where the north and south line we mentioned would run. We enclose a petition from the principal claimants, which we think reasonable, as the setting apart two tracts would better accommodate the two counties than one; yet, we are ignorant what amount of claims to land will be confirmed; much less, however, than we imagined.

We enclose a sample of our decisions, as they will appear in our abstracts transmitted to Government, and, of consequence, of the difficulties with which we have to struggle; but it is indeed necessary we should send on in our report the statement of evidence in all the rejected claims? You will see, by the specimen, that the writing in a thousand rejected claims must be very voluminous; whenever an appeal from our decisions is made to Congress, (which may not happen in many cases,) cannot the statement of evidence be called from our records at any time?

From the loose manner in which this business has been managed by the Governors and the surveyors, and the loose mode of entry by the claimants with the Register, it will necessarily happen that there will be much clashing between the claimants, as it respects their boundaries; by whom is this difficulty to be settled? By the decision of the surveyor, or by an appeal to the Board? We mention this, as we are ambitious to leave this country, by way of exception, in a state of quietude.



MAP Of the Settlements ON RICHLAND CREEK



We shall certainly be able to make our returns to Congress at this session, provided it does not rise early; but a law will be absolutely necessary to extend our powers; more especially, as we shall be obliged, in some important cases, to call out evidence, on the part of the United States, who will not obey our call unless we are legally authorized.

We presume it will not be thought that we are mean enough to procrastinate, in order to get such further trivial sum as we shall be likely to get from Government, which, for a business almost as extensive, equally delicate, and far more perplexed, has paid us our five hundred dollars, and, to the commissioners of Upper Louisiana, two thousand.

We shall, indeed, sir, think ourselves abused if a further allowance is not made to men, who have been so long and so patiently struggling for so paltry a consideration in the very mire and filth of corruption, when, by catching the Louisiana gale of last year, we might have rushed through our business, much to the injury of our country, in one season.

To you, sir, in this point, as our protector and our friend, we appeal with confidence.

We have the honor to be, sir, your most obedient servants,

MICHAEL JONES.
E. BACKUS.

Honorable ALBERT GALLATIN, *Secretary of the Treasury.*

KASKASKIAS, November 5, 1807.

GENTLEMEN:

The subscribers, claimants to a large portion of the unlocated claims to land in the district of Kaskaskias, beg you to propose the following tracts for the locating of the said claims, viz: beginning on the Mississippi, at the southern extremity of range thirteen west, thence east to the meridian line, thence north thirty miles, thence west to the Mississippi, at the western extremity of the range No. 9, and thence by the Mississippi to the beginning.

Another tract, beginning at the mouth of Prairie de Long Creek, a branch of the river Kaskaskias, thence east ten miles, thence north to the Indian boundary line, thence west with that line to the Mississippi, at the mouth of the Illinois river, thence down the Mississippi river, until it strikes a line drawn west from the mouth of Prairie de Long Creek, the place of beginning. The first above mentioned tract contains about fifteen townships; the contents of latter tract is not known, but it is believed it will contain about thirty miles square; but in this tract, it will be observed, almost all of the settlements in St. Clair county have been made, which will considerably reduce the quantity opened for location.

On the presumption that there are about five hundred thousand acres to be located in your district, and that a very great part of the above tracts are Prairies, and without water or timber, they flatter themselves that your influence and recommendation will be made use of in their favor, with the Secretary of the Treasury, and, more especially, as they have been so long deprived of their donation lands, which ought to have been delivered to them twenty years ago.

J. EDGAR,
J. R. JONES,
W. MORRISON,
W. BIGGS,
R. MORRISON,
GEO. FISHER,
PIERRE MENARD.

The Commissioners of the Land Office for the District of Kaskaskias.

To the Board of Commissioners at Kaskaskias.

ST. CLAIR COUNTY, July 29, 1807.

SIRS:

The memorial of the undersigned, as agent for the settlement on Richland creek, (so called,) states, that the said settlement is situated in the hilly country, at the distance of about fourteen miles from the Mississippi river, eastwardly, and about sixty miles south of the Illinois river. That it is composed of the persons mentioned in the within plot,* who are settled in the order there noted; that those persons whose names are enclosed in said plot, within surveyed lines, have confirmed and located rights, amounting to three thousand seven hundred and seventy-five acres; that the residue of the said settlers, occupying about six thousand acres of land, whose names are marked on said plot, have, without any right, settled upon the public land; but, under the engagement of the Governor of the territory that they might procure confirmed rights which were not located, and locate the same upon their said settlements: that, with this assurance, many of them have made large improvements; that the said settlers have lived in harmony, and are desirous of living in the same neighborhood. Under these circumstances, they request from your Board that you would be pleased to recommend to the Secretary of the Treasury of the United States that a survey, bounded by regular lines, may be made, to include the said settlements, and contain about ——— acres of land; and that the said settlers, without any present right, may be permitted to fill up and locate the interstices in the said general tract, with confirmed claims not located, which they have, or may hereafter require, in such a manner as to cover their said improvements. It is presumed that the Government can have no objection to this measure, as the land in the intervals between the said surveys already made is generally of an inferior quality.

J. MESSENGER, *Agent for said Settlement.*

SIR:

If this request could be granted, it would certainly conduce to the tranquillity of a respectable settlement. This land lies within the tract last mentioned in the petition of Edgar and others. The vacant tracts between the several locations are generally, we are told, of an inferior quality, and desirable only to condense the settlement.

MICHAEL JONES.
E. BACKUS.

Statement of Claims, in virtue of improvements, within the district of Kaskaskias, confirmed by the Governor.

No. of Claim.	Original Claimants.	Present Claimants.	Quantity and Remarks.
	Peter Deshee, Blaize Barutei, Michael Bebeau,	Robert Reynolds, Wm. McIntosh, Angelic Bebeau,	400 acres. Patented to John Reynolds. 400 acres. 50 acres. Confirmed to the heirs.

* See plot annexed.

We find the surveys here, in a great many instances, to be vilely made, and the descriptions in the patents to be very vague; no topographical description being ever given by which it may be known in what part of the country the lands lie. The patents ought, in our opinion, to be retained, and new ones ought to be issued after the re-surveys have been made.

Statement of Claims, in virtue of improvements, within the district of Kaskaskias, affirmed by the Board.

No. of Claim.	Original Claimants.	Present Claimants.	Quantity and Remarks.
	Joseph Hanson, Leonard Harnish, Alexis Buyatte.	Nich. Jarrot, L. Harnish, Nich. Jarrot.	400 acres. 400 acres. 400 acres. Affirmed to the legal representatives of Alexis Buyatte.

As these lands have not been surveyed; as the entries of them by the claimants are, in almost all cases, vague; and as the patents must be grounded on the surveys, when they shall be made, we have thought it would be of no use to the Government to give any description till the plots themselves should be sent on. Are we correct? The surveyor will be furnished with a description from our general record.

Statement of Claims, in virtue of improvements, within the district of Kaskaskias, rejected by the Board.

No. of Claim.	Original Claimants.	Present Claimants.	Quantity and Remarks.
	John Ash, Jean Baptiste Allary, Clement Allary,	John Ash, by Robert Reynolds, } Nich. Jarrot, Do. do.	400 acres. Perjury. 400 acres. Confirmed by the Governor to Abraham Stallion.
	Samuel Allen, Johnston Amberson, Lusa Brazan.	William Whitesides, Johnston Amberson, Robert Reynolds,	400 acres. Subornation and perjury. 400 acres. Proof insufficient. 400 acres. Deed a forgery, and witness perj'd.

We hope that a description is unnecessary, as the lands are not surveyed. The entries are vague and the claims rejected. They are described at length on our record.

Robert Reynolds claims four hundred acres, as assignee of Drusilla Turcourt, administratrix of the estate of Joseph Turcourt, deceased, by deed, 10th of June, 1803, in virtue of an improvement by the said Turcourt made, situate on the east bank of the Mississippi, below the mouth of the river Marie, in Randolph county. Witnesses, James Kinkead, Daniel Smith.

Proof. That the said Turcourt occupied this place, being about two miles below the mouth of Cape Cinque-home's creek, from 1784 to 1794, principally for making sugar; that he built a cabin, cleared about two acres of land, and planted about half an acre of corn, &c.

Remarks. The apparent grantor in this case, Drusilla Turcourt, came forward and denied having executed the above recited conveyance now on file, and said that the deceased (her husband) never intended to set up any such claim.

The Board having, in consequence, summoned James Cooper, one of the subscribing witnesses to said conveyance, he, on oath, utterly denied having ever subscribed his name as a witness to said conveyance, or having any knowledge of such an instrument. Pierre Menard, one of the Justices of Court of Common Pleas for the said county, before whom the execution of said deed appeared to be proved by the evidence of a certain Comixxon, apparently a subscribing witness to the same, appeared, and on oath stated, that he had never taken the evidence of the said Comixxon relative to the execution of the said instrument; and that his name, subscribed to a certificate on the back of said instrument, stating that such evidence had been taken before him, was not written by him; and that he never knew any such transaction.

The Board reject this claim.

10th CONGRESS.]

No. 149.

[1st Session.]

LAND CLAIMS IN THE MICHIGAN TERRITORY.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, MARCH 7, 1808.

TREASURY DEPARTMENT, *January 5, 1808.*

SIR:

I have the honor to enclose a representation from the commissioners appointed to investigate the claims to land in the territory of Michigan. It embraces four points, viz:

- 1st. An extension of time for entering claims.
- 2d. A repeal of the provision by which no grant can be confirmed to one person for more than one tract of land.
- 3d. A grant in all cases of what is called double concession, or continuation, viz: by allowing eighty arpents in depth, instead of forty.
- 4th. A provision in favor of actual settlers subsequent to the 1st of July, 1796, when possession was obtained by the United States.

I have the honor to be, respectfully, sir, your obedient servant,

ALBERT GALLATIN.

HON. JOHN BOYLE, *Chairman of the Land Committee in Congress.*

LAND OFFICE, DETROIT, September 1, 1807.

We, the undersigned Commissioners of the Land Board, established for the district of Detroit, in the territory of Michigan, take the liberty to submit the following representations, to wit:

1st. That an extent of time be granted for entries of claims to lands in the district of Detroit; because the inhabitants who have neglected to enter their claims with the former Commissioners of the Land Office at Detroit are poor, illiterate, and uninformed men, many of whom can neither read nor write, and, consequently, have never been acquainted with their danger in not entering their claims in due time: with a view to prevent such neglect in future, we have not only advertised in English, and French, in every part of this district, but we have obtained from the priest of the parish, to read and explain to his Canadian parishioners the absolute necessity for them to apply to our Board to have their claims examined and adjusted; in consequence of which a great number of them have come before us, whose claims we cannot take cognizance of, because they had not been entered with the former commissioners. They now see their unhappy situation, and are wishing and willing to make all necessary entries, and fully to comply with the law, if Congress, in their benevolence, were willing to grant a further time. We have taken every pains in our power to find out the reasons of their non-compliance with the act of Congress, and we are happy to have it in our power to assure you that their neglect proceeds entirely from ignorance and want of information. If one year, or even six months, after the rising of Congress, were granted for new entries, we truly believe that not a single individual would neglect to secure his claim by an entry with the Register. Unfortunately, one-third of the inhabitants are in that predicament. We beg leave to observe, sir, that, in case Congress should refuse to grant that extent of time, those people will be completely ruined, and would be compelled to leave the country and cross over to the British side, where each of them may receive, gratis, from that Government, two hundred acres of land in fee simple. Indeed, we know that already offers of this nature have been made to them, which hitherto they have refused, and which they never will accept, if by a new act of Congress they are allowed to enter their claims, and keep their farms, on proving their title to the same, agreeably to the act of Congress of the 3d of March, 1807. We have conversed with a great number of them, have advised them to remain quiet, and have taken upon ourselves to assure them that, in all probability, you would patronize their prayer, and that they would be made happy.

2d. That any claimant possessing more than one farm be entitled to receive a patent for each separate tract he claims, on proving possession and occupancy previous to the 1st of July, 1796, in conformity to the act of Congress of the 3d of March, 1807. We are fully and unanimously of opinion that this prayer ought to be granted, on the ground of strict justice and equity, especially in cases where the claimant can justify a full consideration paid for each and every farm, and that no one single farm doth contain more than six hundred and forty acres: from every information we have been able to obtain from the record of the former commissioners, and from the best informed and most respectable people in this district, we find that few farms claimed exceed four hundred and eighty arpents; that very few contain that quantity, and that the greatest number of them are considerably under. Our representation at this time does not embrace large tracts granted by the Indian chiefs, on which there are hardly any improvements, and some of which are still in a state of wilderness; this species of grants will be the subject of a future communication: our object, at present, is to recommend the granting of farms, which bona fide are improved, built upon, and occupied, and were so previous to the 1st of July, 1796, and for which valuable considerations have been paid.

3d. That the old farms on the river Detroit, the greatest number of which contain two or three arpents in front by three in depth, be extended to an equal depth, to wit, eighty arpents.

In examining with the minutest attention the records of the former commissioners, we find that all the old farms on that river were mostly granted by the French Government, and that, with very few exceptions, they generally extend to forty arpents in depth, having two or three arpents in front; in examining and adjusting such of the claims as have come before us, we are confirmed in that opinion. We think it our duty to observe, that those farms have been in cultivation from forty to one hundred years; that the arable land is entirely exhausted, and that most of them are without timber for making fences, and even for fire-wood; that, hitherto, the inhabitants have supplied themselves with that essential part of their yearly wants on the lands back of their farms; and that, if Congress should refuse to extend their farms to eighty acres in depth, they cannot continue to live on the old ground, and support themselves and their families. We will further observe, that, on the other side of the river, the British Government have not only confirmed to the inhabitants the possession of their lands, held under an Indian title, but has uniformly granted to each of them what is commonly called *the continuation*, that is, forty arpents in depth, in addition to the first forty arpents they had in possession. It appears to us, that it would be a matter of justice and equity in our Government to grant that additional quantity of land to the descendants of first French settlers, who otherwise would not reap an equal advantage under our Government with the new settlers on river aux Raisins, river aux Sables, river aux Roches, river aux Ecorces, and river Rouge, below the city of Detroit, and on river aux Hurons, and river St. Clair, above. In granting this, Congress will establish a uniform line back of the farms now settled, and parallel with the river Detroit, and thereby distinguish in a clear manner the boundaries of the lands, remaining the property of the United States, which may be offered for sale on a future day. We confidently hope that our Government will not do less for its citizens than the British Government has done for its subjects.

Another article of minor consideration, indeed, but still of importance to several individuals, is, that persons possessing no other improvements than such as have been made since the 1st July, 1796, shall be confirmed in one tract not exceeding — acres, which has been occupied and improved previous to the year 1800, or a later period, if thought proper by Congress. It is found that some valuable farmers commenced their improvements soon after the Americans took possession of this country, in 1796, and have bestowed on them much labor, who must be ruined if they cannot be permitted to hold them. These appear not to have purchased directly of the Indians, nor with a knowledge of contravening the laws of the United States, but they purchased of men who showed them Indian deeds, and they gave to these men valuable considerations. Some are the sons of the old Canadian settlers, who were obliged to provide for themselves elsewhere than on their paternal farms, which were too small to admit of division. As no land office existed here that was authorized to sell, they had no opportunity to provide for themselves, but to purchase or take up lands in this manner.

STANLEY GRISWOLD,
PETER AUDRAIN,
JAMES ABBOTT, } Commissioners.

To the SECRETARY OF THE TREASURY.

10th CONGRESS.]

No. 150.

[1st Session.]

CLAIMS OF CERTAIN SUBJECTS OF GREAT BRITAIN TO LANDS IN THE TERRITORY OF MISSISSIPPI.

COMMUNICATED TO CONGRESS, APRIL 22, 1808.

To the Senate and House of Representatives of the United States.

I transmit to both Houses of Congress a letter from the Envoy of His Britannic Majesty, at this place, to the Secretary of State, on the subject of certain British claims to lands in the territory of Mississippi, relative to which several acts have been heretofore passed by the Legislature.

TH: JEFFERSON.

APRIL 22, 1808.

WASHINGTON, April 10, 1808.

SIR:

I have the honor to lay before the Government of the United States, by His Majesty's commands, a copy of a memorial which has been presented to Mr. Canning, His Majesty's principal Secretary of State for Foreign Affairs, by several British subjects, proprietors of lands in His Majesty's late province of West Florida.

As I have already had the honor of explaining to you the well founded claims which the memorialists have upon the justice and liberality of the United States, for some remedy against the effects of a certain act of Congress, which was passed on the 2d of March, 1805, entitled "An act further to amend an act entitled An act regulating the grants of land, and providing for the disposal of the lands of the United States, south of the State of Tennessee;" and as the enclosed memorial, and the documents accompanying it, most fully and clearly exhibit the injury which the provisions of that act occasion to their rights and equitable claims upon some of the lands in His Majesty's late province of West Florida therein comprehended.

I will, therefore, only beg leave to repeat my request that the Government of the United States will be pleased to pay a serious and early attention to these facts, now stated and laid before them, fully relying upon the known principles of equity and liberality which govern the conduct of nations in amity with each other, that some effectual relief will be afforded to the complainants by the timely intervention, in their favor, by the Government of the United States.

I have the honor to be, sir, with very great respect, your most obedient, humble servant,

D. M. ERSKINE.

The Hon. JAMES MADISON, &c.

A.

To the Right Honorable Lord Hawkesbury, one of His Majesty's Principal Secretaries of State, &c. &c.

The memorial of the undersigned, proprietors of land in His Majesty's late province of West Florida, respectfully sheweth:

That your memorialists have, with extreme surprise and mortification, recently received the printed paper annexed, purporting to be an act of the United States of America, in which the interests of your memorialists, and of many other British subjects in various parts of the world, are deeply involved.

That the said act effectually precludes your memorialists from the possibility of substantiating their claims after a very limited period, inasmuch as the 5th section thereof compels them to register their vouchers at *Natchez, before the last day of March, 1804.*

That your memorialists will then be dispossessed of property which they had acquired by public services, by inheritance, or by purchase, in consequence of a proviso, which, if it were practicable on their part, would expose them to the loss of their documents.

That the Legislature of America do not appear to have been fully aware of the injurious effect of the said section with respect to your memorialists: for it cannot be conceived they had it in contemplation without some imputed misconduct to deprive individuals of their property, in consequence of having obtained the sovereignty of the country.

Wherefore, your memorialists most earnestly entreat your lordship's interference in their behalf, humbly praying that you will take their case into consideration, and represent the fatal tendency of the said act, suggesting, as the means of affording the most complete redress, that the British records of West Florida, which have been delivered to the minister of the United States, should be adopted and acted upon as valid and decisive in all cases whatsoever, and the rights of the various claimants established accordingly, or affording such other relief as your lordship, in your wisdom, shall deem adequate, and your memorialists, as in duty bound, will ever pray, &c.

Charles Shaw, for Major General Stuart,
Lieutenant General Shaw, and Major
John Shaw,
Peter Swanson, for himself and the representatives of John McGillivray,
William Struthely,
James McGillivray, and Charles Swede
Stuart,
J. Stephenson, for himself,
K. Lorimer,
Captain Gasling,
Jonathan Ogden, and John Bradley,
Wm. Sulteney,
Archibald Dalzel,

Arthur Clarke,
John Miller,
William Ogilvy, for self and John Falconer,
Arthur Strother, for himself,
Thomas Strother,
James Amoss, and Adam Amoss,
John Miller, for Major Alexander Macdonald, and Charles Roberts.
Peter Swanson, for the representatives of General Johnston, R. A. and William Godley,
Edward Brockopp, for himself and John Frederick Bowrne.

B.

WASHINGTON, March 31, 1804.

MY LORD:

I had the honor to receive, in the evening of the 22d instant, your lordship's separate despatches of the 9th of February, transmitting to me the copy of a memorial which you had received from several proprietors of lands in His Majesty's late province of West Florida, complaining of the injury which they are likely to sustain from the provisions of an act of the American Congress which passed in the course of their last session, and instructing me to lose no time in representing the circumstances of the case to the American Government, and to use every exertion in my power for the purpose of obtaining redress for those persons.

I accordingly delivered to Mr. Madison a representation on this subject, of which I have the honor to transmit a copy enclosed; accompanying it with a suggestion, that the President should give every possible weight to the object, by sending a message respecting it to the Congress. This measure proved, however, to be impracticable, from the circumstance of that body having agreed to rise on the 20th, whilst the Sunday which intervened rendered the time for business still shorter. All, then, that this Government could possibly do, as the Secretary of State has assured me, was to cause an amendment to take place, to the effect conceived to be desired by the British claimants, to a bill which was already pending before the Legislature, supplementary to the act in question passed in the last session.

Your lordship will find enclosed, together with a copy of Mr. Madison's answer to me, an extract of the above mentioned supplementary act, by which you will perceive that the term for the admission of claims has been prolonged to the last day of November next, (this measure had been already proposed in the bill before my representation had been delivered,) and that the twelfth section, by providing for the admission as evidence of transcripts of the records of His Majesty's late province of West Florida, contains precisely what the British claimants stated in their memorial to your lordship would be the means of affording the most complete redress. At all events, the prolongation of the term now affords them an opportunity of seeing what further provisions may be necessary for securing to them their property and interests; which additional provisions may be made before the expiration of the new term given, because the Congress is to meet again on the first Monday in November, whilst, from the proof which the American Government have given on the present occasion, of their readiness to afford every assistance to the British claimants, there can be no doubt of their manifesting a similar friendly disposition on any further application which may be made to them.

It may be proper I should add, for the information of the persons concerned, that Mr. Madison acquainted me, yesterday, with his having just received notice of the arrival at Baltimore, from London, of the records above alluded to, and that he had given orders for the safe conveyance of them to his office.

I have the honor to be, &c.

ANT. MERRY.

The Right Honorable Lord HAWKESBURY, &c. &c.

To the Right Honorable George Canning, one of His Majesty's principal Secretaries of State, the memorial of the undersigned, in behalf of themselves, and other proprietors of lands in His Majesty's late province of West Florida, respectfully sheweth:

That, in consequence of a former memorial, of which a copy (A.) is annexed, instructions were transmitted to His Majesty's envoy in America, for the purpose of redressing the grievance therein represented.

That His Majesty's envoy, by a prompt application to the American Government, as appears by the correspondence, (B.) prevailed on them to repeal the obnoxious act, by passing an act supplementary, by which it is enacted, that "Transcripts of the records of the British province of West Florida, to claims for lands therein, and which have been delivered to the Government of the United States, may be produced as evidence, and shall be entitled to the same weight in any court of the United States as if the same had been delivered, or shall be delivered, either to the Registers of the Land Offices in the Mississippi territory, before the last of March, one thousand eight hundred and four, any thing in this act, or in the fifth section of the act to which this is a supplement, to the contrary notwithstanding."

That your memorialists, firmly believing their claims to have been thus incontrovertibly and definitely established, reposed in perfect security, under the persuasion that their lands would forever remain protected by the above recited act, till a fit opportunity should occur of settling or disposing of them.

That your memorialists, while they conceived their property to be thus completely protected, have recently been alarmed by a new act of Congress, (which they have just received from America, and of which a copy (C.) is annexed), dated 2d March, 1805, by which the holders of lands under British grants are entirely divested of such property, without resource, the time therein allowed for fulfilling the required conditions being already elapsed.

Under these circumstances, your memorialists earnestly entreat that some speedy and effectual remedy may be applied for their relief, either by an application for the repeal of the said act, or by obtaining a just compensation.

And your memorialists, &c.

LONDON, December 15, 1807.

Archibald Dalzel.
Thomas Comyn.
James Jefferson, agent for the representatives of Major General Small.
J. Shearl, Major General.
George Varlo.
Konovan, for the Earl of Moira.
Charles Stuart.
C. Brocksopp, for the honorable General Harcourt.
George Frere.
Arthur Clarke.
James Amoss.
Henry Goldfinch.
John Page, for Admiral John Ferguson.
William Garnier.
Ar. Strother, for self and Joseph Nunn.
J. T. Neil, Eleanor Neil, Catharine Lorimer.

Montgomeril.
Charles Shaw, for Lieut. Gov. Shaw.
William Wingdam Falling.
Alexander McDonald.
Will. Charles Wells, for the heirs of Robert Wells.
Richard Taitt, agent for David Taitt.
Peter Swanson, for self and John Miller.
Peter Swanson, for John McGillivrayers.
Peter Swanson, for Charles Roberts.
Thomas Comyn, for Wm. McKennon.
Charles Shaw, for Major W. Chesta.
Captain Paul, R. N. and Sir Broderick Chennery. By desire signed, by letter to him, as chairman.
Adam Gordon, for Major General Sir G. Prevost, Bt.

WASHINGTON, March 23, 1804.

SIR:

I have the honor to lay before you the enclosed copy of a memorial, which has been presented to Lord Hawkesbury. His Majesty's principal Secretary of State for Foreign Affairs, by several of the King's subjects, proprietors of land in that part of the territory of the United States which formerly belonged to His Majesty, under the title of the province of West Florida, respecting an act, which passed in the last session of Congress of the United States, entitled "An act regulating the grants of land, and providing for the disposal of the lands of the United States south of the Tennessee;" the provisions of which act the memorialists represent as precluding them effectually from the possibility of substantiating their claims within the time limited, and, consequently, as tending to deprive them of their property.

I flatter myself, sir, that it will be perceived, upon a reconsideration of the law in question, that the fifth section of it will, in fact, produce the effect which is apprehended by the proprietors inevitably, in as far as regards the period assigned for the admission of their claims, and, eventually, in case their documents should be lost, in the transmission of them to this country, particularly in time of war.

It is, sir, by the express orders of my Government that I have the honor to represent these circumstances to you, and to solicit of the Government of the United States their timely interference to prevent the injury which will otherwise ensue to several of His Majesty's subjects, in the cases above explained, either by referring to the sugges-

tion this subject stated by the memorialists, or by adopting such other measures as in their wisdom shall appear more convenient.

It is probable that the injurious consequences of the provisions of the act, with respect to claimants in the situation of the memorialists, had escaped the notice of the American Legislature, and it is, therefore, to be hoped that it will be sufficient to point them out, to obtain a remedy for the evil. At all events, His Majesty's Government confide in the friendship and justice of the Government of the United States to take such measures in this case as shall appear to them the most effectual for affording redress to his Majesty's subjects.

I have the honor to be, &c.

The Honorable JAMES MADISON.

ANTHONY MERRY.

SIR:

DEPARTMENT OF STATE, March 29, 1804.

I have had the honor to receive your letter of the 23d instant, enclosing a copy of a memorial, stating certain inconveniences to which its subscribers, who are British subjects, have represented themselves as being exposed by the operation of an act of Congress in the act passed on the 27th instant, of which a copy is now enclosed. I flatter myself you will see those inconveniences removed. I have the honor to be, &c.

ANTHONY MERRY, Esq.

JAMES MADISON.

Extract from "An act supplementary to an act, entitled An act regulating the grants of land and providing for the disposal of the lands of the United States south of the State of Tennessee," passed 27th March, 1804.

SECTION 1. *Be it enacted by the Senate and House of Representatives of the United States of America, in Congress assembled,* That persons claiming lands in the Mississippi territory, by virtue of any British or Spanish grant, or by virtue of the three first sections of the act to which this is a supplement, or the articles of agreement and cession with the State of Georgia, may, after the last day of March, in the year 1804, and until the last day of November then next following, give notice in writing of their claims to the Register of the Land Office, for the lands lying west of Pearl river, and have the same recorded in the manner prescribed by the fifth section of the act to which this is a supplement: *Provided, however,* That, where lands are claimed by virtue of a complete Spanish or British grant, in conformity with the articles of agreement and cession between the United States, and the State of Georgia, it shall not be necessary for the claimant to have any other evidence of his claim recorded, except the original grant or patent, together with the warrant or order of survey and the plot; but all the subsequent conveyances or deeds shall be deposited with the Register, to be by him laid before the commissioners, when they shall take the claim into consideration, &c. Section, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11.

SECTION 12. *And be it further enacted,* That transcripts of the records of the British province of West Florida, to claims for land therein, and which have been delivered to the Government of the United States, may be produced as evidence, and shall be entitled to the same weight in any court of the United States, as if the same had been delivered, or shall be delivered either to the Registers of the Land Offices in the Mississippi territory, before the last day of March, 1804; any thing in this act, or in the fifth section of the act to which this is a supplement, to the contrary notwithstanding.

C.

"An act further to amend an act, entitled, An act regulating the grants of land and providing for the disposal of the lands of the United States, south of the State of Tennessee."

Section 1. *Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,* That persons who may have obtained, or shall obtain certificates from the Board of commissioners appointed to ascertain the claims to lands in the Mississippi territory, shall be allowed three months after the respective date of such certificates, for entering the same with the Register of the proper Land Office; and certificates thus entered shall have the same force and effect, as if they had been duly entered with the said Register, on or before the first day of January 1805.

Sec. 2. *And be it further enacted,* That the commissioners appointed to ascertain the claims to lands in the above mentioned territory, east of Pearl river, shall be authorized to grant certificates for lands lying in the island known by the name of Nancee Hubba, formed by the cut off of the rivers Tombigbee and Alabama; and persons having claim for lands lying either in the said island, or east of the Tombigbee and Alabama rivers, shall be permitted to fill the same with the Register of the Land Office, until the first day of May, one thousand eight hundred and five; and commissioners shall decide on the same in the same manner as if they had been presented before the thirty-first day of March, one thousand eight hundred and four.

Sec. 3. *And be it further enacted,* That each of the last mentioned commissioners shall be allowed at the rate of six dollars a day, for every day he shall attend, subsequent to the first day of April, one thousand eight hundred and five: *Provided,* That such additional allowance shall not exceed five hundred dollars for each commissioner.

Sec. 4. *And be it further enacted,* That the clerks of each of the Boards of Commissioners appointed to ascertain the claims to lands, in the above mentioned territory, shall be allowed at the rate of seven hundred and fifty dollars a year, from the time when he entered on the duties of his office, to the time when the Board shall adjourn sine die.

Sec. 5. *And be it further enacted,* That persons claiming lands in the Mississippi territory, by virtue of any British grants legally and fully completed, who may not have filed their claims with the proper Register of the Land Office, in conformity with the provisions heretofore made for that purpose, may, until the first day of December, one thousand eight hundred and five, file such claims with the Register of the Land Office west of Pearl river, and have the same recorded. And the said Register shall on or before the first day of January, one thousand eight hundred and six, make to the Secretary of the Treasury a full report of all British grants thus recorded; which report shall immediately be laid before Congress. The lands contained in such grants shall not be otherwise disposed of until the end of one year after that time; and if any such person shall neglect to file such British grants, and to have the same recorded, in the manner and time hereby provided, neither such grants or any other evidence of such claim, which shall not have been recorded as above directed, shall ever after be considered or admitted as evidence in any court of the United States, or against any title legally and fully executed, derived from the Spanish Government, any act or acts to the contrary notwithstanding.

NATHANIEL MACON, *Speaker of the House of Representatives.*

A. BURR, *Vice President of the United States and President of the Senate.*

MARCH 2, 1805, Approved, TH: JEFFERSON.

10th CONGRESS.]

No. 151.

[1st Session.

CLAIM TO BOUNTY LAND FOR MILITARY SERVICE RENDERED TO THE STATE OF VIRGINIA.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, APRIL 23, 1808.

Mr. JEREMIAH MORROW, from the Committee on the Public Lands, to whom was referred the petition of William Biggs, made the following report:

The petitioner states that he was a lieutenant in the regiment commanded by General George Rogers Clark, in the service of the State of Virginia, and, as such, was entitled, under an act of Assembly of the said State, to a share in the one hundred and fifty thousand acres of land granted by that State to the officers and soldiers of the said regiment, and reserved by Virginia for that purpose, in her cession of the Western territory to the United States. That, at the time the distribution of the lands was made, the petitioner was a prisoner of the Wabash Indians; his name was not inserted on the list among those entitled to a share; that, on his release from captivity, which he procured by the payment of a sum of money, he made application to the commissioners appointed to make distribution of the lands, for his proportional share; but was informed that the whole of the land had been distributed among the other officers and soldiers.

He prays that two thousand acres of land (being the quantity he was entitled to,) be granted to him in the Illinois country, or adjoining the tract reserved for the officers and soldiers of the regiment.

The committee, on examining the subject, are of opinion that the petitioner has no just claim on the United States, arising out of any error or injustice in the distribution of land reserved by the State of Virginia for a regiment of her State troops. The distribution was not made under the authority of the United States. The reserve was special, and it is not alleged that the quantity reserved has not been appropriated. The United States are bound by the act of cession faithfully to dispose of the residue of the lands to the general benefit of the Union; therefore, they are not at liberty to make gratuitous grants. The committee respectfully submit the following resolution:

Resolved, That the petitioner have leave to withdraw his petition.

10th CONGRESS.]

No. 152.

[2d Session.

PRE-EMPTION TITLES IN THE MISSISSIPPI TERRITORY.*

COMMUNICATED TO THE SENATE, NOVEMBER 7, 1808.

To the President, Senate, and House of Representatives in Congress assembled, the memorial of the House of Representatives of the Mississippi territory.

Your memorialists, impressed with a deep concern for a certain description of the people of the territory, beg leave to represent, that, by the law of the last Congress, the first instalment for pre-emption title is due on the first day of January, 1809; to meet this payment every exertion has been made, and the result of the planters' labor, although more than usually abundant, will not be able to meet the requisition of the law. Cotton is the staple commodity of our country; on it alone we depend for cash. For this reason, every planter directs his efforts to that particular article. With this medium in our barns, we were prepared to meet the demands of Government, and take one more step towards a fee simple title. But these pleasing anticipations have been foiled, and our fellow citizens have been cut off from every hope of payment, by an act of that Government to which they are indebted. It has been deemed expedient to suspend, by embargo, our mercantile operations, and thereby our produce lies, unsold and unsaleable, in our barns. The policy of this measure is no where admired more than by the people of this territory. The promptitude with which it was adopted, and the energy with which it is maintained, merit their fullest approbation and support; but, at the same time we admire the wisdom, policy, and energy of the measure, we deplore the severe and destructive effects which will inevitably accompany the operation of the law, if the payments due to the United States are rigidly exacted. We, therefore, humbly solicit the parental interposition of the General Government, and in the warmth of our highest confidence, ask of the Government an extension of the time for the payment of the first instalment. And your memorialists further represent unto your honorable bodies, that a great number of persons, many of whom are the heads of families, have emigrated to the Mississippi territory within the last twelve months, under a full expectation that, on their arrival, lands of the United States would be exposed to public sale, and that they would have the opportunity of procuring so much land as their funds would allow. But they, sorry to find that the public lands were not exposed to sale, or likely to be within a short time, were constrained either to settle on the lands of the United States, or to seek a residence within the Spanish lines. Their attachments to the laws and constitution of their native country precluded such a step. Wherefore, your memorialists pray that a law may be passed, extending to those settlers the preference in becoming the purchasers of such lands, or so much thereof as may be proper, as they may have settled and improved. And your memorialists further solicit that, for reasons before stated, the time of paying the first instalment on the sales of public land to be made in the month of January next, be extended to such period as will enable the citizens of this territory to realize their object of emigration. Your memorialists also most seriously wish to call the attention of the Congress of the United States to the great inconvenience and utter ruin which might be drawn on the citizens of this territory, if a bill, which was under the consideration of the House of Representatives of the United States at their last session, for the establishment of a federal court in this territory, should pass into a law. If the non-resident British claimants, who hold large grants for lands within this territory, should, by the establishment of such a court, be enabled to bring suit therein, and to take an appeal therefrom to the Supreme Federal Court, the great injury and inconvenience which would result therefrom to the citizens of our country must be self-evident to your honorable bodies.

And your memorialists will ever pray, &c.

FERDINAND S. CLAIBORNE,
Speaker of the House of Representatives.

REPRESENTATIVES' CHAMBER, September 19th, 1808.

Attest, B. R. GRAYSON, Clerk.

*See Report, No. 153.

10th CONGRESS.]

No. 153.

[2d Session.

PRE-EMPTION TITLES IN THE MISSISSIPPI TERRITORY.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, NOVEMBER 21, 1808.

Mr. JEREMIAH MORROW, from the Committee on the Public Lands, to whom was referred the memorial* of the House of Representatives of the Mississippi territory, made the following report:

The memorial presents three subjects for consideration:

1st. The expediency of giving a right to pre-emption to persons for lands settled on, and improved subsequent to, the 3d of March, 1807.

2d. The expediency of extending the time for making the first payment on pre-emption rights, granted under an act of the last session of Congress; and

3d. A remonstrance against a bill introduced the last session of Congress for establishing a federal court in that territory.

It is stated in the memorial, in favor of the first proposition, that a great number of persons, many of whom are heads of families, have emigrated to that territory within the last twelve months, under an expectation that, on their arrival, lands of the United States might be procured by purchase; but the sales being protracted, and the lands not likely to be exposed to sale within a short time, they were constrained either to settle on the lands of the United States, or seek a residence within the Spanish lines.

The committee do not impute to these settlers the improper intention of violating the laws of their country, but are of opinion that, to give a right of pre-emption to persons who have settled on the lands of the United States contrary to law, would be indirectly rewarding a direct violation of those laws, would be offering an inducement to future intrusion, and be giving support to a practice liable to many abuses, and which, if encouraged, must destroy all competition in the public sales, and eventually defeat the object of drawing a revenue from the sale of lands.

The considerations adduced by the memorial, in support of the second proposition, are, the difficulty or impossibility of commanding money for their produce, owing to the stagnation of commerce, and the consequent inability of the claimants to make their first payment at the time directed by law.

The committee are not insensible to their situation; but, when they consider that most of these claimants emigrated to that territory with the declared intention of becoming purchasers of public lands, that many of them may have had possession since early in the year 1803, and none of them but must have cultivated and actually inhabited the tracts which they respectively claim before the 3d of March, 1807; if public lands had been open for sale, and they had made purchase at the time of their respective settlements, the first payment under the law must have become due long before the time fixed by the law giving them a right of pre-emption; that they have already had a longer term for making their first payment, from the time of filing the notice of their claim, than other purchasers have from the time of their contracts; and that these claimants have had the selection of the best lands and most eligible situations, without any competition in the market; they cannot recommend an extension of the time of payment. Another consideration, which had influence with the committee in estimating the merits of the claim for indulgence, was the public convenience. Perhaps public convenience ought not to be opposed to a claim of strict right; but, in a case like the present, they think it should, in some measure, be consulted. The 1st of January next is the time fixed by law for making the first payment on the pre-emption claims. By proclamation, the public sales of the lands in that territory (with some exceptions) are to commence in the same month. If the time for making the first payment on pre-emptions should be extended beyond the period fixed for the public sales, then any lands which should become forfeited by the claimant's failure to make payment could not be sold until a public sale, for these particular tracts were directed by proclamation.

The third subject of the memorial, viz: the establishment of a federal court in that territory, the committee have not taken into consideration, as there is not now any proposition or bill having that in view before Congress.

The committee, therefore, recommend to the House the adoption of the following resolutions:

1st. *Resolved*, That a right of pre-emption ought not to be given to persons who have settled on the public lands, for land which they cultivate and inhabit.

2d. *Resolved*, That it is inexpedient to extend the time for making the first payment on pre-emption claims granted under an act of the last session of Congress.

* See Memorial, No. 152.

10th CONGRESS.]

No. 154.

[2d Session.

LAND CLAIMS IN THE MISSISSIPPI TERRITORY.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, JANUARY 5, 1809.

TREASURY DEPARTMENT, *January, 2, 1809.*

SIR:

I have the honor, in conformity with the several provisions of the laws providing for the sale of public lands south of the State of Tennessee, to transmit the transcripts of decisions received from the commissioners appointed to settle claims to lands in the Mississippi territory, in the following cases, viz:

A. British patents disallowed by the commissioners west of Pearl river; the claimants not being residents.

a. British patents disallowed by the commissioners east of Pearl river, for the same reason.

A. 2. British patents filed with the commissioners west of Pearl river, under the fifth section of the act of the 2d March, 1805.

B. Claims disallowed, as antedated, by the commissioners west of Pearl river.

D. British and Spanish warrants, or orders of survey, disallowed by the commissioners west of Pearl river.

d. Spanish warrants, or orders of survey, disallowed by the commissioners east of Pearl river.

I have the honor to be, with great respect, your obedient servant,

ALBERT GALLATIN.

To the Honorable the SPEAKER of the House of Representatives.

MISSISSIPPI TERRITORY, TOWN OF WASHINGTON, July 3, 1807.

SIR:

The Board of Commissioners west of Pearl river, established by a law of Congress regulating the grants of land, and providing for the disposal of the lands of the United States south of the State of Tennessee, respectfully report:

That, having finished the business assigned them, so far as related to decisions, on the 15th ultimo proceeded to the execution of that part of their duty required by the seventh section of the said act, and find that it is not practicable to comply with the requisitions thereof, to the extent originally contemplated: because a survey of the lands has not, as yet, been made and returned, agreeably to the act aforesaid, by which the Board can know and ascertain the British claims required to be reported, and their conflicts with other claims, and also their present situation. They, therefore, are under the necessity of submitting the following, as the only report which, at this time, can be made, to wit:

The annexed abstract, marked (A.) contains all the claims to lands held under "British grants, legally and fully executed, which have been duly recorded, the title of which is not confirmed to the holders thereof."

The conditions annexed to those grants are numerous, and may be classed under four heads: those denominated mandamus grants, those to officers of the army and navy, and those to any other description of persons; the conditions of which vary, as will be seen by a reference to a copy of each, which is contained in the annexed sheets, numbered 1, 2, 3, and 4.

As to the performance of any of the conditions of those grants, no evidence has been given or offered to the Board relative thereto: in fact, they seem to have been considered more as matter of form than substance, and to have become obsolete.

Abstract (B.) contains such claims as have been disallowed by the Board, on suspicion of their being antedated; but to be reported to the Secretary of the Treasury, in conformity to the third section of an act supplementary to the before recited law.

Abstract (C.) contains claims of minors, founded on warrants of survey, &c. and disallowed by the Board, and also required to be reported by the ninth section of said supplemental act. As to the circumstances which occasioned the issuing these warrants, and the validity attached to them, the commissioners observe, that it seems to have been the policy of the Spanish Government to guard against monopolies of landed property: hence, it frequently happened that, in allotting lands to men with numerous families of children, certain portions were granted to their children, or some of them, in their own right, which, by the Spanish laws, had the same validity as if granted to persons of full age; that, under this character of title, the parties were in the habit of considering themselves as secure as if they had gone on to perfect their rights to complete patent, and especially as the powers of the Spanish Government to revoke the complete as well as the incomplete titles were the same; added to which, it was very expensive, by reason of the extortion and high fees of the Spanish officers, for the poor, or common class of people, to carry their claims through all the grades of title.

THOMAS RODNEY,
ROBERT WILLIAMS,
THOMAS H. WILLIAMS.

True copy from the journal of the Board of Commissioners.

THOMAS H. WILLIAMS.

CONDITIONS.

1. Let a patent be prepared and engrossed, to pass the great seal of this province, importing His Majesty's most gracious grant unto Captain Amos Ogden, his heirs, and assigns, of a plantation or tract of land, containing twenty-five thousand acres, situate southwesterly about twenty-one miles from the old Natchez fort, bounded southerly by a creek called Homochitto creek, and about one-quarter of a mile east of a tract of one thousand acres, granted to Colin Graham, Esq. on said creek, about half a mile south from land granted to Junis Hooper, on a creek called Second creek, and on the other side by vacant land; together with all rights, members, privileges, and appurtenances to the same, being or in anywise belonging, upon the following terms, conditions, and reservations, viz: That the said Amos Ogden do settle the said lands with foreign Protestants, or persons that shall be brought from His Majesty's other colonies in North America, within ten years from the date of the grant, in the proportion of one person for every hundred acres. That if one-third of the land is not settled with foreign Protestants, or persons that shall be brought from His Majesty's other colonies in North America, in the above mentioned proportion, within three years from the date of the grant, the whole to be forfeited to His Majesty, his heirs, and successors. That such part of the whole tract as is not settled with foreign Protestants, or persons that shall be brought from His Majesty's other colonies in North America, at the expiration of ten years from the date of the grant, do revert to His Majesty, his heirs, and successors. That an annual quit-rent of one halfpenny sterling per acre be reserved to His Majesty, his heirs, and successors, payable on the feast of St. Michael in every year, to commence and become payable upon one-half of the said land, on the feast of St. Michael which shall first happen after the expiration of five years from the date of the grant, and to be payable on every ensuing feast of St. Michael, or within fourteen days after; and the whole quantity to be subject in like manner to the like quit-rents, at the expiration of ten years. That there be a reservation in the said grant to His Majesty, his heirs, and successors, of all those parts of the land which the surveyor shall, upon the return of the survey, report to be proper for erecting fortifications, public wharfs, and naval yards, or for other military purposes. That there be a reservation to His Majesty, his heirs, and successors, of all mines of gold, silver, copper, lead, and coals. That, if any part of the land shall appear, by the surveyor's report, to be well adapted to the growth of hemp or flax, it shall be a condition of the grant that the grantee shall sow, and continue annually to cultivate, a due proportion of the land, not less than one acre in every thousand, with that beneficial article of produce; the same terms, conditions, and reservations above mentioned being conformable to His Majesty's order in council to me directed, bearing date the thirteenth day of May, in the year of our Lord one thousand seven hundred and sixty-seven, and with the other usual clauses, reservations, provisoes, restrictions, and limitations, as contained in His Majesty's instructions; and, for so doing, this shall be your sufficient warrant.

2. To have and to hold the said tract of land, and all and singular the premises hereby granted, with the appurtenances, unto the said Daniel Clark, his heirs, and assigns, forever, in free and common soccage, yielding and paying unto us, our heirs, and successors, or to the Receiver General of our quit-rents for the time being, or to such other officer as shall be appointed to receive the same, a quit-rent of one halfpenny sterling per acre, at the feast of St. Michael, every year; the first payment to commence on the said feast of St. Michael which shall first happen after the expiration of ten years from the date hereof, or within fourteen days after the said feast, annually: Provided, always, and this present grant is upon condition, nevertheless, that the said Daniel Clark, his heirs, and assigns, shall and do, within three years after the expiration of the term of ten years aforesaid, for every fifty acres of plantable land hereby granted, clear and cultivate three acres, at least, in that part thereof which he or they shall judge most convenient and advantageous, or else do clear and drain three acres of swampy or sunken ground, or do drain three acres of marsh, if any such shall be contained therein; and shall further, within the time aforesaid, put and keep upon every fifty acres thereof, accounted barren, three neat cattle, and continue the same thereon, until three acres, for every fifty acres, be fully cleared and improved: and if it shall so happen that there be no part of the said tract of land fit for cultivation within the time aforesaid, without manuring and improving the same, if the said Daniel Clark, his heirs, and assigns, shall, within three years after the expiration of the ten years, as aforesaid, erect on some part of the said tract of land one good dwelling-house, to contain at least twenty feet in length, and

sixteen feet in breadth, and put on his said land the like number of three neat cattle, as aforesaid, for every fifty acres therein contained; or otherwise, if any part of the said tract of land shall be stony or rocky ground, not fit for culture or pasture, shall and do, within three years, as aforesaid, besides erecting the said house, begin to employ thereon, and continue to work, for three years, then next ensuing, in digging any stone quarry or mine, one good and able hand for every hundred acres thereof, it shall be accounted a sufficient cultivation and improvement: Provided, also, that every three acres which shall be cleared and worked, or cleared and drained, as aforesaid, shall further be accounted a sufficient seating, planting, cultivation, and improvement, to save forever from forfeiture fifty acres of land in any part of the tract hereby granted; and the said Daniel Clark, his heirs, and assigns, shall be at liberty to withdraw his or their stock, or to forbear working in any quarry or mine, in proportion to such cultivation and improvements aforesaid, as shall be made upon the plantable lands, swampy, sunken grounds, or marshes therein contained: Provided, also, that this grant shall be duly registered in the Register's Office of this province, within six months from the date hereof; and also, that a docket thereof shall be entered in the Auditor's Office within the same time, if any such establishment shall take place in this province: Provided, always, that the said Daniel Clark, his heirs, and assigns, at any time hereafter, having seated, planted, cultivated, and improved the said tract, or any part thereof, according to the directions and conditions above mentioned, may make proof of such seating, planting, cultivation, and improvement, in the general court, or in the court of the county district or precinct where the said land lieth, and have such proof certified to the Register's Office, and there entered with the record of this grant, a copy of which, duly attested, shall be admitted on any trial to prove the seating and planting of said land: Provided, always, nevertheless, that, if the said Daniel Clark, his heirs, and assigns, do not in all things fully comply with, and fulfil, the respective directions and conditions herein set forth, for the proper cultivation of the said land, within the time herein above limited for the completion thereof; or if the said Daniel Clark, his heirs, or assigns, shall not pay to us, our heirs, and successors, or to the Receiver General of our quit-rents, or to the proper officer appointed to receive the same, the said quit-rent of one halfpenny sterling per acre, on the said feast of St. Michael, or within fourteen days after, annually, for every acre contained in this grant, that then, and in either of these cases, respectively, this grant shall be void, any thing herein contained to the contrary notwithstanding; and the said lands, tenements, hereditaments, and premises hereby specified, and every part and parcel thereof, shall revert to us, our heirs, and successors, fully and absolutely, as if the same had never been granted.

3. To have and to hold the said tract of land, and all and singular the premises hereby granted, with the appurtenances, unto the said Christopher Guice, his heirs, and assigns, forever, in free and common socage, yielding and paying unto us, our heirs, and successors, or to the Receiver General of our quit-rents for the time being, or to such other officer as shall be appointed to receive the same quit-rent of one halfpenny per acre, at the feast of St. Michael, every year, the first payment to commence on the said feast of St. Michael which shall first happen after the expiration of two years from the date hereof, or within fourteen days after the feast, annually: Provided, always, and this present grant is upon condition, nevertheless, that the said Christopher Guice, his heirs, or assigns, shall and do, within three years after the date hereof, for every fifty acres of plantable land hereby granted, clear and cultivate three acres, at least, in that part thereof which he or they shall judge most convenient and advantageous, or else do clear and drain three acres of swampy or sunken ground, or do drain three acres of marsh, if any such shall be contained therein, and shall further, within the time aforesaid, put and keep upon every fifty acres thereof accounted barren, three neat cattle, and continue the same thereon, until three acres, for every fifty acres, be fully cleared and improved; and if it shall so happen that there be no part of the said tract of land fit for present cultivation, without manuring and improving the same, if the said Christopher Guice, his heirs, or assigns, shall, within three years from the date hereof, erect on some part of the said tract of land one good dwelling-house, to contain at least twenty feet in length and sixteen feet in breadth, and put on his said land the like number of three neat cattle, as aforesaid, on every fifty acres therein contained; or, otherwise, if any part of the said tract of land shall be stony or rocky ground, not fit for culture or pasture, shall and do, within three years, as aforesaid, besides erecting the said house, begin to employ thereon, and continue to work fourteen years then next ensuing, in digging any stone quarry or mine, one good and able hand for every hundred acres thereof, it shall be accounted a sufficient cultivation and improvement: Provided, also, that every three acres which shall be cleared and worked, or cleared and drained, as aforesaid, shall further be accounted a sufficient seating, planting, cultivation, and improvement, to save forever from forfeiture fifty acres of land, in any part of the tract hereby granted: And the said Christopher Guice, his heirs, and assigns, shall be at liberty to withdraw his or their stock, or to forbear working in any quarry or mine, in proportion to such cultivation and improvements aforesaid, as shall be made upon the plantable lands, swamps, sunken grounds, or marshes therein: Provided, also, that this grant shall be duly registered in the Register's Office of this province, within six months from the date thereof; and also, that a docket thereof shall be entered in the Auditor's Office, within the same time, if such establishment shall take place in this province: Provided, always, that the said Christopher Guice, his heirs, and assigns, at any time hereafter having seated, planted, cultivated, and improved the said land, or any part thereof, according to the directions and conditions above mentioned, may make proof of such seating, planting, cultivation, and improvement in the general court, or in the court of the county, district, or province where the said land lieth, and have such proof certified to the Register's Office, and there entered with the record of this grant, a copy of which, duly attested, shall be admitted on trial, to prove the seating and planting of the said land: Provided, always, nevertheless, that if the said Christopher Guice, his heirs, and assigns, do not in all things fully comply with and fulfil the respective directions and conditions herein above set forth, for the proper cultivation of the said land, within the time herein above limited for the completion thereof; or if the said Christopher Guice, his heirs, and assigns, shall not pay to us, our heirs, and successors, or to the Receiver General of our quit-rents, or to the proper officer appointed to receive the same, the said quit-rent of one halfpenny sterling per acre, on the said feast of St. Michael, or within fourteen days after, annually, for every acre contained in this grant; that then, and in either of these cases, respectively, this grant shall be void, any thing contained herein to the contrary notwithstanding: and the said lands, tenements, hereditaments, and premises hereby specified, and every part or parcel thereof, shall revert to us, our heirs, and successors, fully and absolutely, as if the same had never been granted.

4. To have and to hold the said tract of land, and all and singular the premises hereby granted, with the appurtenances, unto the said William Bay, his heirs, and assigns, forever, in free and common socage, yielding and paying unto us, our heirs, and successors, or to the Receiver General of our quit-rents for the time being, or to such other officer as shall be appointed to receive the same, a quit-rent of one halfpenny sterling per acre, at the feast of St. Michael every year; the first payment to commence on the said feast of St. Michael which shall first happen after the expiration of ten years from the date hereof, or within fourteen days after the said feast, annually: Provided, always, and this present grant is upon condition, nevertheless, that this grant shall be duly registered in the Register's Office of this province, within six months from the date hereof; and also, that a docket thereof shall be entered in the Auditor's Office, within the same time, if such establishment shall take place in this province: And provided, also, that if the said William Bay, his heirs, and assigns, do not in all things fully comply with and fulfil the conditions herein above set forth for the registering of this grant, within the time herein above limited for the completion thereof; or if the said William Bay, his heirs, or assigns, shall not pay to us, our heirs, and successors, or to the Receiver General of our quit-rents, or to the proper officer appointed to receive the same, the said quit-rent of one halfpenny sterling per acre, on the said feast of St. Michael, or within fourteen days after, annually, for every acre contained in this grant; that then, and in either of these cases, respectively, this grant shall be void, any thing herein contained to the contrary notwithstanding; and the said lands, tenements, hereditaments, and premises hereby specified, and every part and parcel thereof, shall revert to us, our heirs, and successors, fully and absolutely, as if the same had never been granted.

ABSTRACT A.—Non-resident British Grants.

Register's Number.	Names of the present Claimants.	Names of the original Grantees or Claimants.	Quantity.	Situation.	Date of the patent.
31	Elihu Hall Bay,	Elihu Hall Bay,	1,100	On the river Homochitto,	September 27, 1773.
32	Ditto,	William Garner,	4,800	On the waters of river Homochitto,	May 28, 1779.
33	Ditto,	William Grant,	1,000	River Mississippi,	May 6, 1776.
34	Ditto,	Ditto,	1,000	Walnut hills,	Ditto.
35	Ditto,	Doctor John Lorimer,	2,000	Ditto,	Ditto.
40	Ditto,	John Smith,	600	On Cole's creek,	July 22, 1769.
216	Ditto,	James Barbour,	250	On Second creek,	September 13, 1775.
38	Ditto,	Amos Ogden,	1,575	On the river Homochitto,	October 27, 1772.
39	Ditto,	Ditto,	1,500	On Buffalo creek,	May 6, 1774.
36	Ditto,	Thaddeus Lyman,	1,050	On the Bayou Pierre,	February 2, 1775.
37	Ditto,	Ditto,	1,050	Ditto,	Ditto.
1,493	Ditto,	James Marcus Prevost,	750	On the river Mississippi,	July 14, 1778.
1,494	Elihu Hall Bay and Robert J. Turnbull,	William Bay,	1,100	Ditto,	November 22, 1776.
19	Alexander Macculagh,	William Fricker,	500	On Buffalo creek,	November 8, 1777.
20	Ditto,	John Southwell,	1,000	On the waters of Buffalo creek,	August 2, 1773.
21	Ditto,	Patrick Kelly,	200	On Boyd's or Cole's creek,	September 2, 1779.
217	Ditto,	William Gault,	1,000	On the river Mississippi,	October 2, 1778.
1,566	Ditto,	James M. Prevost,	750	Ditto,	
130	William McCaleb and Francis Bremarr,	William Marshall,	600	On the waters of Fairchild's creek,	March 24, 1777.
119	The legal representatives of John Southwell,	John Southwell,	900	On Buffalo creek,	August 2, 1773.
1,489	John Stephenson,	John Stephenson,	1,200	On Boyd's or Cole's creek,	February 28, 1778.
1,490	The legal representatives of John Scott,	John Scott,	1,000	On the river Mississippi,	July 21, 1772.
591	Thomas James,	Thomas James,	200	Ditto,	May 6, 1776.
592	Ditto,	Susanna Jacobs,	200	Ditto,	September 8, 1775.
593	Ditto,	Thomas James,	500	On the Bayou Pierre,	August 15, 1777.
598	James Hughes,	James Hughes,	1,000	On St. Catharine's creek,	April 26, 1779.
599	Ditto,	Ditto,	550	On Boyd's or Cole's creek,	January 6, 1778.
688	Oliver Pollock,	Jeremiah Germain,	300	On Second creek,	November 20, 1776.
761	Augustine Prevost,	Augustine Prevost,	1,000	On Cole's creek,	March 30, 1778.
762	Ditto,	Ditto,	1,000	On Sandy creek,	January 16, 1777.
763	Ditto,	Ditto,	5,000	On Cole's creek,	December 31, 1776.
764	Ditto,	Ditto,	1,000	On the Bayou Fontca,	September 15, 1777.
765	Ditto,	Ditto,	1,000	On Cole's creek,	March 30, 1778.
1,078	William Collins,	William Collins,	200	On the waters of Cole's creek,	March 20, 1778.
1,136	The legal representatives of Robert Farmer, dec.	Robert Farmer,	3,000	On Sandy creek,	September 22, 1775.
1,755	The legal representatives of Robert Farmer, deceased,	Robert Farmer,			
1,892	The legal representatives of Thomas Durham,	Robert Callender,	2,000	At Loftus cliffs,	December 6, 1768.
1,896	Richard Barry,	John Blommar,	2,000	On the waters of Fairchild's creek,	April 29, 1777.
1,897	William Mills,	Richard Barry,	50	On Cole's creek,	July 22, 1769.
1,898	The legal representatives of David Hodge, dec.	William Mills,	50	Ditto,	July 22, 1769.
1,899	James Amos,	James Ruusey,	1,000	Ditto,	March 26, 1774.
1,900	The legal representatives of Sylvester and James Fanning,	James Amos,	600	Loftus cliffs,	July 24, 1772.
1,901	The legal representatives of David Hodge, dec.	Sylvester and James Fanning,	2,000	Near Loftus cliffs,	December 15, 1768.
		John Sommers,	2,000	Buffalo creek,	January 20, 1778.

ABSTRACT A—Continued.

Register's Number.	Names of the present Claimants.	Names of the original Grantees or Claimants.	Quantity.	Situation.	Date of the patent.
1,902	The legal representatives of David Hodge, deceased.	Andrew Ransford,	1,250	On the river Mississippi,	May 12, 1773.
1,903	Richard Freeman Pearne,	Richard Freeman Pearne,	50	On Cole's creek,	July 22, 1769.
1,904	The legal representatives of David Hodge, deceased.	Frederick Haldermand,	2,000	On the river Mobile,	January 17, 1770.
1,906	Edward Todd,	Alexander McIntosh,	500	Petit Gulf creek,	March 6, 1760.
1,953	The legal representatives of Daniel Ward, deceased.	Daniel Ward,	1,500	On the river Mississippi,	November 24, 1768.
1,954	Ditto,	William Fricker,	500	On the waters of Cole's creek,	November 8, 1777.
1,967	Joseph W. A. Lloyd,	Joshua Ward,	600	On the river Mississippi,	November 24, 1768.
775	Philip Alston,	James Barbour,	250	On Second creek,	September 13, 1775.
909	Ann Carr,	Thomas Fry,	200	On Petit Gulf creek,	July 7, 1775.
975	William Godley,	John Kirby,	1,000	On Cole's creek,	September 23, 1779.
974	Rhea and Cochran,	Thomas Hutchins,	250	On the river Mississippi,	October 21, 1774.
1,139	Eljah Cushing,	Ephraim Thornell,	400	On the river Homochitto,	October 21, 1774.
1,231	John Ogden,	Amos Ogden,	100	On Second creek,	November 13, 1778.
1,364	The legal representatives of Thomas Hardy, deceased.	David Waugh,	3,000	On the river Homochitto,	May 6, 1774.
1,491	Solomon Alston,	Thomas Hardy,	1,000	On St. Catharine's creek,	March 11, 1777.
1,492	Absalom Hooper,	John Alston,	500	On the river Mississippi,	July 4, 1769.
1,877	Jacob Winfree,	Thaddeus Lyman,	450	Near Natchez,	June 16, 1777.
1,879	The legal representatives of Sir George Brydges Rodney, deceased.	Absalom Hooper,	250	On Second creek,	September 21, 1772.
1,916	James Ferguson, for the use of Benjamin Farrar,	Jacob Winfree,	1,000	Ditto,	July 7, 1773.
1,937	Edward Evan and James Jones,	Sir George Brydges Rodney,	5,000	On the river Mississippi,	May 27, 1771.
986	Daniel Hughes, agent for William Johnson,	James Ferguson,	600	On Second creek,	September 21, 1772.
992	The legal representatives of Joseph King, deceased.	Thaddeus Lyman,	666 $\frac{2}{3}$	On the Bayou Pierre,	February 2, 1775.
1,024	Tench Cox,	James Barbour,	500	On Second creek,	September 13, 1775.
1,244	The legal representatives of Amos Ogden,	Amos Ogden,	1,000	On the river Homochitto,	October 27, 1772.
1,363	Ditto,	Ditto,	4,500	Ditto,	October 27, 1772.
1,649	The legal representatives of Thomas Wadsworth, deceased.	Thaddeus Lyman,	333 $\frac{1}{3}$	On the Bayou Pierre,	February 2, 1775.
976	Samuel Holliday,	William Marshall,	2,000	On the river Homochitto,	June 5, 1778.
977	John Armstreet,	Amos Ogden,	1,000	On the waters of the river Homochitto,	October 27, 1772.
1,844	Thomas Hutchins, Jun.	William Garnier,	200	On the river Homochitto,	May 28, 1779.
2,097	Lorenzo Dow,	Thomas Hutchins, Senior,	500	Briar creek,	October 21, 1774.
2,034	Ditto,	Joseph Jackson,	100	Ditto,	July 21, 1778.
2,033		Ditto,			

The Commissioners, appointed east of Pearl river, "for ascertaining the rights of persons claiming the benefit of the articles of agreement and cession between the United States and the State of Georgia, or of the three first sections," of an act entitled "An act regulating the grants of land, and providing for the disposal of the lands of the United States south of the State of Tennessee," pursuant to the requirements of the 7th section of said act, report:

British grants legally and fully executed, and duly recorded, and duly recorded, in conformity to the provisions of said act, and not confirmed to the holders thereof under the articles of agreement and cession above mentioned.

Name of the original grantee.	Name of the present claimant.	Date of the grant.	No. of acres granted.	Present situation of the land.	Conditions annexed to the grants.	Evidence exhibited of the fulfilment of the conditions.	Remarks.
John McIntosh,	Heirs of John McIntosh,	1775, Sept. 12,	500	It is covered by a certificate issued by the Board to Ann Lawrence, legal representative of Moses Moore, in virtue of a Spanish warrant or order of survey.	<p>To have and to hold the said tract of land, and all and singular the premises hereby granted, with the appurtenances, unto the said John McIntosh, his heirs and assigns, forever, in free and common socage, yielding and paying unto us, our heirs and successors, or to the Receiver General of our quit-rents for the time being, or to such other officer as shall be appointed to receive the same, a quit-rent of one halfpenny sterling per acre, at the feast of St. Michael every year; the first payment to commence on the said feast of St. Michael which shall first happen after the expiration of two years from the date hereof, or within fourteen days after the said feast, annually: Provided always, and the present grant is upon condition nevertheless, that the said John McIntosh, his heirs and assigns, shall and do, within three years from the date hereof, for every fifty acres of plantable land granted, clear and cultivate three acres at least in that part thereof of which he or they shall judge most convenient and advantageous, or else do clear and draw three acres of swampy or sunken ground, or do drain three acres of marsh, if any such shall be contained therein; and shall further, within the time aforesaid, put and keep upon every fifty acres thereof accented barren, three neat cattle, and continue the same thereon until three acres for every fifty acres be fully cleared and improved; and if it shall so happen that there be no part of the said tract of land fit for present cultivation without manuring and improving the same, if the said John McIntosh, his heirs and assigns, shall, within three years from the date hereof, erect on some part of the said tract of land one good dwelling-house, to contain at least twenty feet in length and sixteen feet in breadth; and his said land the like number of three neat cattle as aforesaid, on every fifty acres therein contained; or, otherwise, if any part of the said tract of land shall be stony or rocky ground, not fit for culture or pasture, shall and do within three years as aforesaid, besides erecting the said house, begin to employ thereon, and continue to work for three years the next ensuing, in digging any stone quarry or mine, one good and able hand for every hundred acres thereof; it shall be accounted a sufficient cultivation and improvement: Provided, also, that every three acres which shall be cleared and worked, or cleared and drained as aforesaid, shall further be accounted a sufficient seating, planting, cultivation, and improvement, to save forever from forfeiture fifty acres of land in any part of the tract granted. And the said John McIntosh, his heirs and assigns.</p>	<p>It appears from the endorsement on the grant, that it was duly registered in the Register's Office. Jno. McGrew, Esq., testified that John McIntosh had land working on said land cleared, and negroes in the year 1780, or 1781, and that it was said that the land was cultivated at that time for account of John McIntosh. Thos. Basset deposed "that he knew that said land was inhabited and cultivated at the time the British held this country, by his, McIntosh's, negroes and overseers."</p>	

a.—Continued.

Name of the Original Grantee.	Name of the Present Claimant.	Date of the Present Grant.	No. of acres granted.	Present situation of the land.	Conditions annexed to the Grants.	Evidence exhibited of the fulfilment of the conditions.	Remarks.
Abraham Little,	Francis Coleman,	1778, Feb. 16,	100	It is covered in part by a donation certificate issued by the Board in favor of John McGrew, Sen.	<p>shall be at liberty to withdraw his or their stock, or to forbear working in any quarry or mine, in proportion to such cultivation and improvements aforesaid, as shall be made upon the plantable lands, swamps, sunken grounds, or marshes therein contained: Provided, also, that this grant shall be duly registered in the Register's Office of this province, within six months from the date hereof; and, also, that a docket thereof shall be entered in the Auditor's Office within the same time, if such establishment shall take place in this province: Provided, always, that the said John McIntosh, his heirs and assigns, at any time hereafter, having seated, planted, cultivated, and improved the said land, or any part thereof, according to the directions and conditions above mentioned, may make proof of such seating, planting, cultivation, and improvement in the general court, or in the court of the county, district, or precinct where the land lieth; and have such proof certified to the Register's Office, and there entered with the record of this grant, a copy of which, duly attested, shall be admitted on trial, to prove the seating and planting of the said land: Provided always, nevertheless, that if the said John McIntosh, his heirs and assigns, do not in all things fully comply with, and fulfil the respective conditions and conditions herein above set forth, or the proper cultivation of the said land within the time herein above limited for the cultivation thereof; or if the said John McIntosh, his heirs or assigns, shall not pay to us, our heirs and successors, or to the Receiver General of our quit-rents, or to the proper officer appointed to receive the same, the said quit-rent of one half-penny sterling per acre, on the feast of St. Michael, or within fourteen days after, annually, for every acre contained in the grant; that then, and in either of these cases, respectively, this grant shall be void, any thing herein contained to the contrary notwithstanding; and the said lands, tenements, hereditaments, and premises hereby specified, and every part and parcel thereof, shall revert to us, our heirs and successors, fully and absolutely, as if the same had never been granted.</p>	<p>It appears from the endorsement on the grant, that it was duly registered in the Register's Office, and docketed in the Auditor's Office.</p> <p>No evidence of the fulfilment of the other conditions of the grant.</p>	

Robert Farmer,	Heirs of Robert Farmer,	1778. August 6,	1,000	It is covered by the following certificates of pre-emption issued by the Board: one in the name of Rawleigh Green; one in the name of Peter Cartwright; one in the name of John Pickering; one in the name of Jos. Westmoreland; and a donation certificate in the name of Clark McGrew.	Conditions same as the preceding.	Same as the next preceding.
Robert Farmer,	Heirs of Robert Farmer,	August 6,	800	It is covered in part by a pre-emption certificate issued by the Board in the name of Charles Cassiter.	Conditions same as the preceding.	Same as the next preceding.
Peter De Forge, Allen Grant,	Heirs of Peter De Forge, Theodore Gilliard,	1779. April 16, Oct. 4,	100	Not known.	Conditions same as the preceding.	Same as the next preceding.
John Sutherland,	Elihu Hall Bay,	Oct. 23,	100	Not known.	Conditions same as the preceding.	Same as the next preceding.
			500	It is covered in part by the following certificates issued by the Board: a pre-emption certificate in the name of Peter Malone; a pre-emption certificate in the name of Edward L. Wales; and a certificate in virtue of a Spanish warrant, or order of survey, in the name of John Baker.	Conditions same as the preceding, except that the payment of the quit-rent commences within <i>ten years</i> after the feast of St. Michael, which may first happen after the date of the grant, instead of <i>two years</i> , as in the preceding cases.	Same as the next preceding.
Wm. Fradgely,	Elihu Hall Bay,	1776. March 13,	27	It is covered by a certificate issued by the Board in favor of John Johnston, in virtue of a Spanish warrant, or order of survey.	Conditions same as the preceding.	Same as the next preceding.

a.—Continued.

Name of the original grantee.	Name of the present claimant.	Date of the grant.	No. of acres granted.	Present situation of the land.	Conditions annexed to the grants.	Evidence exhibited of the fulfillment of the conditions.	Remarks.
Wm. Fradgely,	Elihu Hall Bay,	1776. March 13,	173	It is covered by a certificate issued by the Board in favor of Ann Lawrence, representative of Moses Moore, in virtue of a Spanish warrant, or order of survey, and a certificate in virtue of a Spanish warrant in the name of Cornelius Rain.	Conditions the same as the preceding.	Same as the next preceding.	
George Burdon,	George Burdon,	1779. August 17,	200	Not known.	Conditions same as the preceding.	Same as the next preceding.	
George Burdon,	George Burdon,	August 17,	800	Not known.	Conditions same as the preceding.	Same as the next preceding.	
Alex. Macullagh,	Alex. Macullagh, nephew and heir,	1778. April 6,	200	It is covered by a certificate issued by the Board in favor of Daniel Johnson, under a Spanish warrant, or order of survey.	Conditions same as the preceding.	Same as the next preceding.	
William Clark,	Samuel Mims,	August 6,	350	It is inhabited and cultivated by Samuel Mims. No other claim exhibited therefor.	To have and to hold the said tract of land, and all and singular the premises hereby granted, with the appurtenances, unto the said William Clark, his heirs and assigns, forever, in free and common socage; yielding and paying unto us, our heirs and successors, or to the Receiver General of our quit-rents for the time being, or to such other officer as shall be appointed to receive the same, a quit-rent of one halfpenny sterling per acre, at the feast of St. Michael, every year; the first payment to commence on the said feast of St. Michael which shall first happen after the expiration of ten years from the date hereof, or within fourteen days after the said feast, annually: Provided, always, and this present grant is upon condition, nevertheless, that this grant shall be duly registered in the Register's Office of this province, within six months from the date hereof; and, also, that a docket thereof shall be entered in the Auditor's Office within the same time, if such establishment shall take place in this province: And provided, also, that if the said William Clark, his heirs and assigns, do not in all things fully comply with the condition herein	Same as the next preceding.	It has been stated in proof to us that Samuel Mims, the present claimant, has been in the continued and peaceable possession, cultivation, and habitation of this land for the last eighteen or twenty years, ever as the tenant of William Clark, the original grantee, or as a purchaser under said Clark; but we were of opinion, that the

William Clark, John Lott, jun.	Samuel Mims, Wm. Vardiman,	1778, Aug. 6, Feb. 16,	174 300	<p>above set forth for the registering of this grant, within the time herein above limited for the completion thereof; or if the said William Clark, his heirs or assigns, shall not pay to us, our heirs and successors, or to the Receiver General of our quit-rents, or to the proper officer appointed to receive the same, the said quit-rent of one halfpenny sterling per acre, on the said feast of St. Michael, or within fourteen days after, annually, for every acre contained in this grant; that then, and in either of these cases, respectively, this grant shall be void, any thing herein contained to the contrary notwithstanding; and the said lands, tenements, hereditaments, and premises, hereby specified, and every part and parcel thereof, shall revert to us, our heirs and successors, fully and absolutely as if the same had never been granted.</p> <p>Conditions the same as the next preceding.</p> <p>Conditions same as the next preceding.</p>	<p>chain of title from Clark to Mims, is incomplete. See journal 2, page 436. We had no evidence that William Clark was resident within the ceded territory on the 27th day of October, 1795.</p> <p>There has been no other claim for this land or any part of it presented to us, since, as the next preceding.</p>
William Wall,	James Hoggatt,	Mar. 20,	250	<p>Conditions same as the next preceding.</p>	<p>Same as the next preceding.</p> <p>Same as the next preceding.</p>
				<p>It appears from the endorsements on this grant, that it was duly registered in the Register's Office, and docketed in the Auditor's Office.</p> <p>John McGrew, Esq. deposed "that James Hoggatt, lived on the land in the year 1780, and that said Hoggatt had a plantation and barn on said place."</p> <p>Thomas Bassett testified "that he knew that James Hoggatt lived on the land in the year 1789, or before that time."</p>	<p>chain of title from Clark to Mims, is incomplete. See journal 2, page 436. We had no evidence that William Clark was resident within the ceded territory on the 27th day of October, 1795.</p> <p>There has been no other claim for this land or any part of it presented to us, since, as the next preceding.</p>

a. —Continued.

Name of the original grantee.	Name of the present claimant.	Date of the grant.	No. of acres granted.	Present situation of the land.	Conditions annexed to the grants.	Evidence exhibited of the fulfilment of the conditions.	Remarks.
Charles Walker,	Francis Coleman,	1777. Jan. 27,	500	It is covered by a certificate issued by the Board in the name of John Baker, in virtue of a Spanish warrant, and a donation certificate in the name of John McGrew, Sen.	Conditions same as the next preceding.	It appears from the endorsement on this grant that it was duly registered in the Register's Office. John McGrew, Sen. deposed "that he knew that Charles Walker settled upon this land in or about the year 1778, built a house, and made two or three crops thereon; and he believed had cleared and under cultivation within the limits of the grant, about forty acres.	

BOARD OF COMMISSIONERS, *East of Pearl river, September 14, 1805.*

SIR: This report is respectfully submitted by your most obedient servants,

RO: C. NICHOLAS,
JOSEPH CHAMBERS, } *Commissioners.*
The Hon. ALBERT GALLATIN, Esq. *Secretary of the Treasury.*

ABSTRACT of British Claims entered with the Register of the Land Office west of Pearl River, under the fifth section of an act entitled "An act further to amend an act entitled the grants of land, and providing for the disposal of the lands of the United States south of the State of Tennessee."

A 2.

Register's No.	Name of the present claimant.	Name of the original grantee or claimant.	Quantity in acres.	Situation.	Date of the Patent.
2083	Thomas Davy,	Weston Varlo,	1,000	On the waters of the Bayou Pierre,	The original patents to Weston Varlo for these three tracts have never been filed in this office; deeds of lease and release being the only evidence of title exhibited. 27th September, 1773. 17th October, 1774. 24th March, 1777.—Part of a grant of 1000 acres. The residue of the tract is claimed by William McCaleb and F. Bremarr, by whom the original patent was filed, under the act of 1803, and reported by the Commissioners, and numbered 120. 13th September, 1775.—The original patent is for 1000 acres, filed by E. H. Bay and J. A. W. Lloyd. See Commissioner's Nos. 216 and 775. This land is also claimed by William Johnson: see No. 1024. Deeds of conveyance, however, for the quantity here claimed, have been filed by the present claimant. 8th November, 1777.—The original patent for 2000 acres, filed by A. Macullagh and Daniel Ward's heirs: See Nos. 19 and 1954, who claim one moiety of the entire tract: there appears to be 500 acres for which no claim has been set up. 23d April, 1777.—No conveyance from the patentee produced. 23d October, 1779. 23d December, 1778.—No conveyance from the patentee produced. The above three tracts lie in the district east of Pearl river. There are no papers filed in these three claims. Halderman's attorney has presented unauthenticated plots of the land, stated to be copies from the originals plots of the Surveyor General. 2d February, 1775.—Part of Lyman's mandamus, which was confiscated by the Spanish Government and has been confirmed to the present settlers in possession by the Board of Commissioners. A transcript from the British records, stating that a grant had issued to the Part of Eginton for this land, the only evidence of title exhibited. This was presented by John McCaleb, in behalf of the heirs, but no power of attorney, or other document, proving him to be invested with authority to act, was ever shown. The land is entirely covered by Spanish patents, being one of the most flourishing settlements in this district.
2084	Do.	Do.	1,000	do.	
2085	Do.	Do.	500	do.	
2086	Do.	David Dickson,	1,000	On the river Homochitto,	
2087	Do.	William Wilton,	500	do.	
2088	Do.	William Marshall,	400	On Fairchild's creek,	
2089	Do.	James Barbut,	200	On Second creek,	The original patent for 2000 acres, filed by A. Macullagh and Daniel Ward's heirs: See Nos. 19 and 1954, who claim one moiety of the entire tract: there appears to be 500 acres for which no claim has been set up. 23d April, 1777.—No conveyance from the patentee produced. 23d October, 1779. 23d December, 1778.—No conveyance from the patentee produced. The above three tracts lie in the district east of Pearl river. There are no papers filed in these three claims. Halderman's attorney has presented unauthenticated plots of the land, stated to be copies from the originals plots of the Surveyor General. 2d February, 1775.—Part of Lyman's mandamus, which was confiscated by the Spanish Government and has been confirmed to the present settlers in possession by the Board of Commissioners. A transcript from the British records, stating that a grant had issued to the Part of Eginton for this land, the only evidence of title exhibited. This was presented by John McCaleb, in behalf of the heirs, but no power of attorney, or other document, proving him to be invested with authority to act, was ever shown. The land is entirely covered by Spanish patents, being one of the most flourishing settlements in this district.
2090	Do.	William Fricker,	500	On Cole's creek,	
2091	Do.	Daniel Ryan,	400	On Briar creek,	
2092	The legal representatives of Wm. Clark,	William Clark,	576	On the river Alabama,	The original patent for 2000 acres, filed by A. Macullagh and Daniel Ward's heirs: See Nos. 19 and 1954, who claim one moiety of the entire tract: there appears to be 500 acres for which no claim has been set up. 23d April, 1777.—No conveyance from the patentee produced. 23d October, 1779. 23d December, 1778.—No conveyance from the patentee produced. The above three tracts lie in the district east of Pearl river. There are no papers filed in these three claims. Halderman's attorney has presented unauthenticated plots of the land, stated to be copies from the originals plots of the Surveyor General. 2d February, 1775.—Part of Lyman's mandamus, which was confiscated by the Spanish Government and has been confirmed to the present settlers in possession by the Board of Commissioners. A transcript from the British records, stating that a grant had issued to the Part of Eginton for this land, the only evidence of title exhibited. This was presented by John McCaleb, in behalf of the heirs, but no power of attorney, or other document, proving him to be invested with authority to act, was ever shown. The land is entirely covered by Spanish patents, being one of the most flourishing settlements in this district.
2093	Do.	James Peterkin,	500	On the river Pascagola,	
2094	Do.	Frederick Halderman,	500	Near the Natchez,	
2095	Do.	Do.	500	do.	
2096	Do.	Do.	500	On the river Mississippi,	
2097	John Peck,	Thaddeus Lyman,	6,500	On the Bayou Pierre,	The original patent for 2000 acres, filed by A. Macullagh and Daniel Ward's heirs: See Nos. 19 and 1954, who claim one moiety of the entire tract: there appears to be 500 acres for which no claim has been set up. 23d April, 1777.—No conveyance from the patentee produced. 23d October, 1779. 23d December, 1778.—No conveyance from the patentee produced. The above three tracts lie in the district east of Pearl river. There are no papers filed in these three claims. Halderman's attorney has presented unauthenticated plots of the land, stated to be copies from the originals plots of the Surveyor General. 2d February, 1775.—Part of Lyman's mandamus, which was confiscated by the Spanish Government and has been confirmed to the present settlers in possession by the Board of Commissioners. A transcript from the British records, stating that a grant had issued to the Part of Eginton for this land, the only evidence of title exhibited. This was presented by John McCaleb, in behalf of the heirs, but no power of attorney, or other document, proving him to be invested with authority to act, was ever shown. The land is entirely covered by Spanish patents, being one of the most flourishing settlements in this district.
2098	The legal representatives of the Earl of Eginton.	Earl of Eginton,	20,000	Near the Natchez,	
			34,076		

The foregoing is a list of all the claims filed in this office, under the fifth section of the act of the 2d March, 1805.

LAND OFFICE WEST OF PEARL RIVER, July 26, 1808.

THO. H. WILLIAMS, Register of the Land Office.

B.
Abstract of Spanish Grants disallowed, on suspicion of being antedated.

Register's number.	Names of the present claimants.	Names of the original grantees or claimants.	Quantity in arpents.	Situation.	Date of Patents.
507	The legal representatives of William Vonsdan, dec'd,	William Vonsdan,	2,000	On the Bayou Sara,	August 30, 1793.
1,400	Robert Moore,	Robert Moore,	1,000	On the Bayou Sara,	December 26, 1795.
1,425	James Moore, in right of his wife Maria,	Maria Whittle,	700	On the Bayou Sara,	June 18, 1795.
1,753	Thomas Burling,	Thomas Burling,	1,000	On the Bayou Sara,	June 18, 1795.
1,450	James Moore,	James Moore,	1,000	On the Bayou Sara,	December 26, 1795.
1,368	Samuel P. Moore, James Moore, and Robert Moore,	Sarah Scott,	1,000	On the Bayou Sara,	December 26, 1795.
1,370	Samuel P. Moore, James Moore, and Robert Moore,	William Moore,	1,000	On the Bayou Sara,	March 22, 1795.
1,579	William Scott,	William Scott,	1,000	On the Bayou Sara,	March 22, 1795.
1,097	Abiah Hunt,	James White,	1,300	On Wells' creek,	January 20, 1795.
394	Nicholas G. Ridgley,	James White,	625	On Wells' creek,	January 20, 1795.
1,657	Edward Evans,	James White,	280	On Wells' creek,	January 20, 1795.
1,637	Henry Garvey,	Henry Garvey,	300	On Wells' creek,	January 25, 1795.
1,638	Henry Garvey,	Henry Garvey,	330	River Tomochitto,	January 25, 1795.
1,111	Abiah Hunt,	William Levy,	500	On the Bayou Sara,	March 20, 1795.
1,141	Margaret Thompson,	Margaret Thompson,	1,000	On the Bayou Pierre,	December 2, 1797.
1,142	The legal representatives of Jacinthia Vidal, deceased,	Jacintha Gallagher,	1,000	On the Bayou Pierre,	December 2, 1797.
1,140	Thomas Thompson,	Thomas Thompson,	800	On the Bayou Pierre,	December 2, 1797.
1,403	Nicholas Kemplin,	Nicholas Kemplin,	400	On the Bayou Sara,	March 22, 1795.
1,738	William Dunbar,	William Dunbar,	Lot No. 3,	Of square No. 26, in the city of Natchez,	December 5, 1794.

Report of Claims founded on British and Spanish Warrants of Survey within the District west of Pearl River, disallowed by the Board of Commissioners; made in pursuance of the fourth section of an act, entitled "An act concerning the sales of the lands of the United States, and for other purposes," passed March 31, 1808.

Register's No.	Claimant's name.	Name of the original claimant.	Situation.	Quantity.	Title.		Remarks, &c.
					Whence derived.	Date.	
425	William Conway, Thomas Green,	Maurice Conway, Thomas Green,	Buffalo creek, Near Natchez,	800 ¹ / ₁₀₀ .	Spanish, Do.	Oct. 1, 1788, Sept. 1, 1782,	No evidence offered. This land was granted by the Spanish Government, and a patent issued to Peter Pieruas, February 24, 1785. The claim was confirmed by the Board to Robert Cochran, assignee of the patentee. Tho. M. Green says, "that he was present, and saw the Spanish surveyor run the two first lines the length and breadth of said land, beginning at a stake, a made corner. The surveyor marked the name of the claimant in initials on one of the corner trees, and delivered possession of the land to the claimant; and then the said deponent left the ground. The said deponent says, that the said Thomas Green was twenty-one years of age, and the head of a family, on the 1st September, 1782." William Barland says, "that he was present, to wit, in the fall of 1782, when the survey of said land was about to be run. He saw the stake and a made corner stuck in the ground, and saw the surveyor start; and then he went away. The next day he attended, and saw the survey finished. The said deponent further says, that he understood, by common report, that the Spanish commandant had rented, or had obtained leave of said Thomas Green to use said land as a pasture; and the said deponent saw the Spanish troops putting a fence round said premises for said commandant. A few days after the said survey was made, the same surveyor run out a tract of land for said witness, and made one of said Thomas Green's lines a boundary for this deponent's line." Palser Shilling says, "that he was in the surveyor's office, where they showed him the plan or plot of the tract of land in question, included in a general map of the lands granted or surveyed in this country by the Spanish Government. This deponent further says, that he knows that the said Thomas Green and all his slaves, property, and papers were seized upon by the Spanish commandant, and sent to New Orleans, and that it was a general practice with said commandant to seize upon papers in particular, and to select and destroy such as he thought proper." Stephen Minor says, "that the claimant was the head of a family at the date of the warrant; that he never inhabited or cultivated this land; that on the arrival of Peter Pieruas, Lieutenant Governor under the Spanish Government at Natchez, on or about the year 1784, he requested the witness to apply to the claimant to let him have a part of the land in question, to make a pasture for his horses, who consented, and a parcel thereof was fenced in accordingly by the said Pieruas, and used as such; and this witness saw the surveyor general, Charles Trudeau, go out with the claimant to survey the said tract of land, and believes he did survey it for the said Green."
49	Heirs of Robert Cloyd.	Robert Cloyd,	Bayou Pierre,	1,000 ¹ / ₁₀₀ .	Do.	Mar. 14, 1794.*	

* This warrant was issued by the local governor of the district, and not by the governor-general of the province. Catura Wallis says, "that, soon after the grant was obtained, the grantee died, and left a wife and five small children. The witness heard his wife complain, at the time of his decease, that he had made a small improvement on the land, and that she was left unable to continue it. Harrison Person says, "that, about two years ago, (October, 1803,) the claimant sent for the witness to get him to endeavor to save this land for her; and proposed to him, that, if he could save it, he should have one-half of it, or, that if he chose to purchase, he might have the whole for five hundred dollars. The witness took time to consider of said proposition, and, before he returned to her again, she had received a better offer from Thomas Evans, who lived near the premises, and refused to comply with the offer she had made to the witness, and acknowledged that no improvement had been made on the premises." Cyrus Hamilton returned about ten days afterwards. In the course of the conversation between the witness and the claimant, she acknowledged that no improvement had been made on the premises." Cyrus Hamilton says, "that Robert Cloyd landed in the Mississippi territory in the year 1790, some time about the month of July; and the witness does not know that he was ever in the country before, as the witness lived in the territory before and after that period, and never knew him, or heard of him, before that time."

D.—Continued.

Regis- ter's No.	Claimant's name.	Name of the original claimant.	Situation.	Quantity.	Title.		Remarks, &c.
					Whence derived.	Date.	
110	Heirs of J. Bernarb,	Joseph Bernard,	Buffalo creek,	210f.	Spanish,	Mar. 28, 1794,	Beunet Truly says, "that Joseph Bernard was the head of a family at the date of the warrant." No warrant produced. This land was sold by Dorsey to Winifred Ryan, on the 9th January, 1797, and confirmed to her as a <i>donation</i> by the commissioners. Thomas M. Green says, "that the claimant was twenty-one years of age, not at the date of the warrant, but the fore part of the year 1797; that the tract for land in question is swamp land, and joins a tract of the claimant which is cultivated, but which has no timber, or not enough to support it; and that the present land was procured for the purpose of supplying timber to the tract cultivated, and has been used as such ever since."
121	Benjamin Dorsey,	Benjamin Dorsey,	Homochitto river,	500f.	Do.	-	
161	Everard Green,	Everard Green,	Cole's creek,	650f.	Do.	Feb. 10, 1792,	
229	Thomas Foster,	Thomas Foster,	Buffalo creek,	800f.	Do.	Mar. 14, 1793,	Renen Gibson says, "that the claimant resided in the Mississippi territory on the 27th October, 1793, and that he was the head of a family at the date of the warrant."
285	Abraham Taylor,	Abraham Taylor,	Homochitto river,	505f.	Do.	Mar. 28, 1794,	Joseph King says, "that the claimant was the head of a family, at the date of the warrant, of a wife and seven or eight children."
303	Jacob Harman,	Jacob Harman,	Will's creek,	500f.	Do.	Jan. 24, 1789,	No evidence offered.
339	Job Corey,	Job Corey,	Cole's creek,	100	British,	-	The original warrant was not produced, but "a certificate under the hand of Luke Collins, that he surveyed the land in question, in virtue of a warrant under the British Government; certificate dated at Opelousas in 1803." Waterman Crane says, "that he knows that Luke Collins was a deputy surveyor two or three years under the British Government of West Florida. The witness also says, that the claimant was the head of a family in the year 1774, and was an actual settler in the Mississippi territory on the 27th day of October, 1795."
346	Alexander Mont- gomery.	Solomon Whitley,	Homochitto river,	400f.	Spanish,	May 5, 1790,	Prosper King says, "that Solomon Whitley was the head of a family at the date of the warrant, and the claimant began to inhabit and cultivate the premises in the year 1798, by his hands, and afterwards by Richard Crozier, for him; and they cleared and cultivated about five acres, and built a dwelling-house, and did nothing more."—See act of Congress passed on the 3d March, 1823, "for the relief of the heirs and representatives of Alexander Montgomery, deceased," giving to the heirs and representatives of Montgomery the right to locate other land in lieu of that embraced in this order of survey.
347	Alexander Mont- gomery.	Alexander Mont- gomery.	Buffalo creek,	800f.	Do.	July 9, 1789,	Prosper King says, "that the claimant was twenty-one years of age at the date of the warrant, and was a resident in the Mississippi territory on the 27th October, 1795. The claimant made a small improvement, and built a cabin on the premises, in the year 1797."
368	David Corey,	David Corey,	Homochitto river,	500f.	Do.	April 7, 1794,	John McCoy says, "that the warrantee was under the age of twenty-one years on the 7th April, 1794; that he was born and raised in this territory, and resided in it on the 27th day of October, 1795, and ever since; that the land in question was never inhabited or cultivated until the year 1801, in which year the witness, and another hand with him, went on the land with the claimant, and cleared away half an acre of cane, and cut logs for a house; and nothing more has been done upon it that the witness knows of."
407	T. & V. Fortner,	John Peters,	Big Black,	240f.	Do.	April 26, 1790,	No evidence adduced.
442	Prosper King,	Prosper King,	Homochitto river,	800f.	Do.	Mar. 2, 1795,	Alexander Montgomery says, "that the claimant was twenty-one years of age at the date of the warrant; and, in the year 1797, the witness saw, and saw a small improvement, and a large stock of horses and cattle, but how long the improvement was made before that time he knows not."
468	Daniel Burnet,	James Steuart,	Bayou Pierre,	200f.	Do.	-	No warrant produced, but a certificate of survey and a plot by William Dunbar, district surveyor, dated 16th November, 1794. Stephen Minor says, "that James Steuart was one of the men that composed the company of dragoons under the command of Richard King, and was entitled to the two hundred arpents for his services, and believes that the grants were generally issued to the company, as a number of them were lodged in the hands of the witness, some of which were

stolen out of the house, among which might have been the grant belonging or issued to Stuart." Richard King says, "that he commanded the company of horse above mentioned, and that James Stuart was one of the company, and was entitled to the two hundred arpents aforesaid; that he received a grant from Governor Gayoso for the same, which the witness supposes is lost; with a number of others that were lodged with Stephen Minor, and that the warrants were generally issued to the company."

Adam Lanehart says, "that Hugh Matthews was the head of a family at the date of the warrant, or order of survey, and that he has been an actual settler in the Mississippi territory ever since, and before that time."

Prosper King says, "that John Montgomery was the head of a family at the date of the warrant; and the claimant made a small improvement on the premises in the year 1798."

The land was sold by Sanders to Henry Willis in 1791; and Willis, on the 24th September, 1794, devised these two tracts, with others, to his wife, now Sarah F. Choudart, and his son, Lewis Willis, who died; whereupon, his mother became possessed of his part of the property, who, together with her husband, John Choudart La Place, conveyed the same to the claimant, 1st September, 1803.

William McIntosh says, "that Henry Willis, in the year 1792, was an actual settler in the Mississippi territory, who left the country, with the permission of the Spanish Government, on necessary business, with the intention of returning; that Willis and Sanders (the original warrantees) were heads of families at the date of the warrants." Mary Conner says, "that Henry Willis, when he went to the State of Georgia, about the year 1791, left papers of considerable value, and also horses and cattle, his right to which has not been disputed by any person, in the possession of Mrs. Ann Savage, who also paid several debts for the said Willis during his absence; and further saith, that when she was in Georgia, in the year 1796, and in the neighborhood in which Willis resided after he left this country, she understood that he had prepared to return to this country as soon as he could go to Charleston, in South Carolina, and returned; at which place, she understood, he died in the year 1794."

Abram Ellis says, "that shortly before Henry Willis left this country to go to Georgia, having a note of said Willis's, applied to him for payment, and was informed by him that Mrs. Savage would pay it for him, and that she was to attend to his business during his absence; and also, that the said Willis informed him that he intended to return to this country."

William Couner says, "that all the patents of the lands in the Mississippi territory, of Henry Willis, deceased, now claimed by James Williams, as purchaser, under the said Henry Willis, were among the papers of Mrs. Savage when her papers came into the hands of the witness, in the year 1798; also several other papers of the said Henry Willis, which showed that Mrs. Savage paid large sums of money towards the consideration money of the said lands during the absence of the said Henry Willis from this territory."

No evidence.

William Atchison says, "that Elias Bonnell was upwards of twenty-one years of age at the date of the warrant, and that he, the witness, surveyed the land in question about the year 1791."

No evidence.

William Thomas says, "that Martin Carney was twenty-one years of age at the date of the warrant, and inhabited the land before and at the date of the warrant; by living in a house he had built, but never cultivated it, and then sold it to the claimant; and there has never been any cultivation or habitation of it since Carney sold it," (13th March, 1797.)

No evidence.

No evidence.

No evidence.

No evidence.

No evidence.

No evidence.

No evidence.

No evidence.

No evidence.

No evidence.

No evidence.

No evidence.

No evidence.

No evidence.

534	John Stampley,	Hugh Matthews,	River Big Black,	300f.	Spanish,	Feb. 24, 1795,
567	*A. Montgomery,	J. Montgomery,	River Homochitto,	300f.	Spanish,	April 26, 1790,
577	James Williams,	Henry Willis,	Bayou Sara,	800f.	Spanish,	May 23, 1791 }
578	James Williams,	James Sanders,	Bayou Sara,	500f.	Spanish,	July 5, 1789 }
581	Peter Presler,	John O'Connor,	Cole's creek,	400f.	Spanish,	April 26, 1790,
586	John Foster,	Elias Bonnell,	River Homochitto,	152f.	Spanish,	May 5, 1790,
625	Heirs of G. Cochran,	George Cochran,	Bayou Pierre,	200f.	Spanish,	Jan. 18, 1793,
624	Heirs of G. Cochran,	Martin Carney,	Cole's creek,	240f.	Spanish,	Oct. 30, 1790,
690	Henry Roach,	Henry Roach,	Buffalo creek,	1,038f.	Spanish,	-

* The act of Congress, passed on the 3d of March, 1823, "For the relief of the heirs and representatives of Alex'r Montgomery, dec'd," authorizes them to locate other lands in lieu of those contained in this order of survey.

D.—Continued.

Register's No.	Claimant's name.	Name of original claimant.	Situation.	Quantity.	Title.		Remarks, &c.
					Whence derived.	Date.	
711	P. & R. King,	Justus King,	Homochitto river,	500	British,	-	No order of survey produced. Caleb King says, "that he believes that Justus King, deceased, who was his brother, had a British warrant for five hundred acres, and he believes he surveyed the land in question under the said warrant, but it has never been settled or improved. After the land was surveyed, Justus King was driven away from that part of the country by an Indian war, but resided in the territory until he died, and was the head of a family at the date of the warrant." Nathan Swayze says, "that he was present at the surveying of the land in question by one Samuel Lewis, a lawful surveyor under the British Government, in the year 1776, but it never was inhabited or cultivated, owing to danger from the Indians, who drove off people from that part of the country; but that Justus King lived in the territory until he died, which was about six years ago," (1798.)
712 713 714	Stephen Swayze, Nathan Swayze, Neh. Carter,	Stephen Swayze, Samuel Swayze, Nehemiah Carter,	Homochitto river; Homochitto river; Boyd's creek,	200 500 1,200	British, British, British,	- Nov. 21, 1798,	No warrant produced, nor any other evidence offered in support of these claims. John Gaskins says, "that the claimant resided in the Mississippi territory on the 27th October, 1795, and was above twenty-one years of age at the date of the warrant." Anthony Hutchins says, "that the claimant was an inhabitant of the Mississippi territory at the date of the warrant of survey, and has continued to be so ever since." John Boll says, "that William Henderson was twenty-one years of age at the date of the warrant; and that the claimant was an actual settler in the Mississippi territory before the 27th of October, 1795, and has been ever since, but the premises have not been inhabited or cultivated."
739	John Henderson,	Wm. Henderson,	Thompson's creek,	1,000 <i>f</i> .	British,	Mar. 16, 1777,	No order of survey produced; but a certificate from William Atchison, without date, stating "that he had surveyed the same by an order from Charles Trudeau to William Dunbar."
746	Heirs of Charles Boardman,	Chas. Boardman,	Fairchild's creek,	235 <i>f</i> .	Spanish,	-	No warrant produced, nor any other evidence, except "an order from the Surveyor General of the Spanish Government, directed to William Dunbar, requesting him to survey the land between Boardman's claim and Fairchild's creek, dated 19th November, 1791; also, a certificate from William Dunbar, that he had surveyed the land in favor of Charles Boardman, dated 2d June, 1793."
747	Heirs of Charles Boardman,	Chas. Boardman,	Fairchild's creek,	283 <i>f</i> .	Spanish,	-	Alexander McKay says, "that John McKay, the patentee, was the head of a family at the date of the warrant; and the witness helped him to build a cabin on the premises in the year 1796; and they completed it, and cut down cane and saplings on a small spot of ground where the house stood, and then the witness went away, and knows nothing further about the place."
759	Isaac Gaillard,	John McCoy,	Homochitto river,	300 <i>f</i> .	Spanish,	Mar. 28, 1794,	John Shackler says, "that in 1791 he went up with Governor Gayoso to the Walnut hills when he went to settle a garrison there, when he saw an old field adjoining the Rapalje bayou and the Mississippi, below the bayou aforesaid; on which field there was then a cabin uninhabited; there was some ground on the field broken up, and looked like potato hills, as if potatoes had been planted there; that he understood by the Governor and Col. Girault, that Garret Rapalje built the cabin, but said that he should not have it. The witness has seen Garret Rapalje often at the Walnut hills; has heard him say the settlement aforesaid was his, and he should try to get it, but never saw him exercise any ownership on the premises now claimed: some years after-
766	Heirs of Garret Rapalje,	Garret Rapalje,	River Mississippi,	1,000 <i>f</i> .	Spanish,	April 26, 1790,	

wards he heard from others that Garret Rapalje was gone to the States for his family, and died there; that he knows four of his sons, to wit, George, Isaac, Jacques, and Garret; Jacques was in this country in the year 1789, and continued here until he died, in 1797; George came in 1796, and this has been his place of residence ever since; Isaac was here, and several times back and forward to the Walnut hills before his father, Garret, went away; Garret, the younger, has lived and does live, below the line. The heirs aforesaid have never been in possession of the premises claimed, that the witness knows of." John Girault, a witness introduced by Elihu Hall Bay, a conflicting claimant, says, "that, early in the year 1791, he attended Governor Gayoso on a visit to the Walnut hills, to view the place where the Governor intended to erect a fortification; that, on their arrival at Watkins's creek, they found a small cabin on the lower side of it, where they encamped all night; after the Governor had been informed that the cabin was erected by Garret Rapalje, he appeared surprised that Rapalje should have persisted in erecting it after being forbidden by him; the Governor then took possession of it in the name of the King, and wrote on one side of the joists, 'Casa Gavoso'; there was no person at or about the place, nor any appearance of recent cultivation, but there was an old field, which the witness took to be the settlement of Watkins, as he, the witness, had been there in 1775, and, from information understood that Watkins lived there that time. In the latter part of the month of March following, the Governor returned to erect the fortification he had before proposed, and, on the 1st of April, arrived at the same cabin, which was still uninhabited, and stopped and dined there; then a number of artificers were present for the purpose of erecting the fort, among whom was John Shackler. Afterwards Rapalje made application to permit him to return and inhabit the house, which the Governor positively refused; the witness knows that several other applications were made to settle the Walnut hills, which were also refused; the witness was frequently at the Walnut hills afterwards, and never saw Rapalje, or any of his family, inhabiting or cultivating the premises; but the witness does not know, of his own knowledge, whether Rapalje cultivated the premises or not, but rather thinks he did not."

Joshua Howard says, "that William Vardiman was a resident in the Mississippi territory on the 27th October, 1795, and was twenty-one years of age at the date of the warrant."

No evidence.

John Collins says, "that the claimant was a resident in the Mississippi territory on the 27th October, 1795."

Bennet Truly says, "that Thomas Green was an actual settler in the Mississippi territory on the 27th October, 1795, and that he was then the head of a family." Ferdinand L. Claiborne says, "that he paid for the claimant, Col. John Ellis, to Col. Thomas Green, two thousand dollars, being the consideration money for a tract of land lying on the bayou Sara, which the said John Ellis had purchased of the said Green, which tract contained eight hundred arpents."

John Robert's says, "that Francis Jones came into the country in the year 1788, to look for land, and procured a warrant of survey from the Spanish Government, and left it in the hands of Henry Green, to have it laid and surveyed, who did the same on the land now claimed; in the mean time, to wit, in the fall of 1788, Jones went to the States to fetch his family, and brought them to the neighborhood, and went on the land with his negroes in May, 1798, and began improving, and cleared trees and cane off of about four or five acres, and prepared timber for a house, and then sold it to Ferguson, Wooley, & Co. who sold to the claimant." Henry Green's deposition: "I do certify, that, in the year 1789, to the best of my recollection, Francis Jones petitioned to the Spanish Government for a certain tract of land, containing four hundred arpents, joining the land I now cultivate; the abovementioned tract was granted to the said Jones, and surveyed by my direction in the year 1791, as agent for Mr. Jones, and kept in possession for said Jones by me, as his agent, until 1793, when said Jones removed to the country, took possession, and improved, and planted fruit trees on said tract." William Thomas says, "that the premises in question were improved either in the year 1790 or 1791, but the witness does not recollect by whom, nor whether the improvement was continued, not having been that way since."

777	Jos. W. A. Lloyd,	Wm. Vardiman,	Willis's creek,	500 ^f .	Spanish,	Sept. 28, 1794,
778	Jos. W. A. Lloyd, Thomas Percy,	Anthony Calvit, Thomas Percy,	Honochitto river, Bayou Sara,	200 ^f . 800 ^f .	Spanish, Spanish,	Jan. 18, 1793, Apr. 11, 1789,
809	John Ellis,	Thomas Green,	Thompson's creek,	800 ^f .	Spanish,	Feb. 24, 1795,
810	Robert Dunbar,	Francis Jones,	Cole's creek,	400 ^f .	Spanish,	June 6, 1790,

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Register's No.	Claimant's name.	Name of original claimant.	Situation.	Quantity.	Title.		Remarks, &c.
					Whence derived.	Date.	
813	Robert Dunbar,	Robert Dunbar,	Bayou Pierre,	250	British,	Feb. 12, 1778,	Benjamin Bealk says, "that the claimant was an actual settler, and the head of a family, in the Mississippi territory, in the year 1781, to the best of his knowledge and belief, and was previous to that time." James Truly says, "that Robert Dunbar was an actual settler in the Mississippi territory on and before the date of the warrant, to wit, on the 13th February, 1788, and was then the head of a family; that the said order of survey did not come to the hands of the said Robert, in consequence, as he believes, of the war which prevailed at that time between the British and Spanish Governments, until about the summer of 1803, when it was found among the papers of one Richard Harrison, after his death: said Dunbar being entitled to so much land, as a head right, under the British Government, and expecting a confirmation of his title, disposed of it to said Harrison, and gave his obligation to said Harrison to confirm the same to him when the titles should be fully completed. This deponent further says, that one Philip Barber, the uncle and co-partner in trade of the said Harrison, was taken by the Spaniards on his way from Pensacola to this country about the year 1778, and, with his papers, was carried to New Orleans; and that this deponent believes the above mentioned warrant of survey to have been among them, as he, this deponent, afterwards found it in a trunk of the said Harrison, after his death, with other papers of a like description."
882	John Crunkleton,	James Crunkleton,	Bayou Pierre,	640	British,		No warrant produced. Patrick Cogan says, "he has been acquainted fourteen years with the land in question, and seven years with the claimant. The land, when he was first acquainted with it, appeared to have been formerly settled by some person, and he understood, in the neighborhood, that it belonged to the father of the claimant, and that he formerly resided on it. He understood, also, that the father left the country on account of war in it between the Indians and Spaniards, or at least on account of public troubles." Zachariah Kirkland says, "that about two years ago the claimant came to him and offered him lands for sale on James's creek, which he believes to be the land now claimed; that the claimant then showed him a part of a British warrant granted to his father, the other part being lost, but knows not what land it was for; that he has heard John Staybraker say, that he had been at the house of the claimant's father, when he lived upon the land in question." Joseph Dyson says, "that a certain Thomas James went to Pensacola, in the year 1778, to get a warrant for James Symmons, and another for James Crunkleton, the father of the claimant; and, after said Thomas James returned, he saw the warrant in Crunkleton's hands, which he understood was for the land in question, and that Crunkleton settled on the land immediately, and cultivated it for about two years, and then went to the States on account of the rebellion here. In about three or four years, Crunkleton returned with an intention to settle on the land again, but was taken sick and died. The present claimant, immediately after he got married, settled on the land in question, as the witness believes, and has continued to inhabit and cultivate the same ever since; that it is the same place his father formerly settled on as before mentioned, and there are about six acres or more cleared, and a dwelling house and out-houses."
888	George Matthews,	Adam Cloud,	Bayou Sara,	1,000 ⁰ .	Spanish,		On cross-examination, he does not know what quantity of land the warrant called for. No warrant produced. Stated to be lost.

889	George Matthews,	Adam Cloud,	Cole's creek,	500f.	Spanish,	Mar. 30, 1790,	John Granult says, "that Adam Cloud moved on the land with his family in the year 1789, or 1790, and cultivated it for two or three years following, and then moved off. The witness does not know whether Adam Cloud resided in the Mississippi territory on the 27th October, 1795. Cloud was sent out of the territory by order of the Spanish Government, and left Colonel Forman as his attorney."
924	William Clare,	William Clare,	Cole's creek,	340f.	Spanish,	-	No warrant produced; but a survey made by William Thomas, dated 20th February, 1795, by an order of William Dunbar, dated February 13, 1795.
937 1,372	Catherine Surget, Charles Surget,	Peter Surget, Charles Surget,	Feliciano creek, Feliciano creek,	800f. 500f.	Spanish, Spanish,	Nov. 13, 1794, Dec. 13, 1794,	Henry Stampely says, "that the claimant was about twenty years of age at the date of the survey. About four years ago, (1801,) the claimant cleared and cultivated about six acres, and made a crop on it, and has done nothing since that the witness knows of."
938	Ann Brasbears,	Ann Brasbears,	Bayou Pierre,	300f.	Spanish,	-	William Atchison says, "that Peter Surget and Charles Surget severally inhabited and cultivated these two tracts on the 27th October, 1795, and that the former was the head of a family, and the latter twenty-one years of age at the date of the warrant."
							Samuel Stockett says, "that, in the year 1802, in the month of March, he came to this country for the purpose of settling, and intended doing so on vacant land, by which intention he had occasion to travel over the land claimed as above stated, and that there was no settlement, or appearance of cultivation, on any part of the above tract; after which, he, this deponent, returned to the State of Tennessee, and came back in the fall following 1802, and traversed said tracts, with other lands, and still discovered no settlement on the said tract; but in consequence of seeing some old marked lines, he did not settle on said lands."
							Isaac Johnson says, "that he is well acquainted with the land in question, (to wit: No. 1,372;) that he came to this country in the year 1800, and that he went over this tract, and another tract adjoining to, and belonging to the brother of the claimant, (to wit: No. 937,) with an intention of purchasing. In the year 1800, at the time he called on Mr. Surget to make a purchase of it, Mr. Surget informed him that a part of the lands, containing thirteen hundred acres, belonged to him, and a part to his brother; that these two tracts were in one survey, one of eight hundred arpents, and the other of five hundred arpents, but that there were two rights for them. On his return to this country, in the year 1801, he went over these two tracts, and observed the lines, and three or four corner trees marked with the name of Surget; that he travelled over the greater part, if not all the lands in these two tracts, in the spring of 1801, and that there was not then the least evidence of any improvement or cultivation, as the witness observed, on either of the tracts."
							Moses Starnes says, "that he is acquainted with the premises in question, as he has been frequently over them. In February, 1801, he moved to this country, and settled within a mile or a mile and a half of the premises. He very often travelled over the tract of five hundred arpents, and another tract adjoining thereto, which was claimed by the Surgets, and which he understood were all one claim; that he believes there are not one hundred yards square of both these tracts that he has not travelled over. At the time this deponent first went over these tracts of land, in March 1801, and to the present day, he never discovered the least evidence of an improvement or cultivation on either of the tracts. The only evidence which he discovered, was some marked corner trees, which marks appeared not to be more than two or three years standing."
							William Atchison, the evidence whose testimony has been previously stated in these claims, being present before the Board, disavows the evidence formerly given, and says that the lands were never inhabited or cultivated as heretofore stated.
							No warrant was produced, but a certificate by William Voudan that a survey was made on the 11th November, 1788. William Thomas says, "that the claimant obtained a warrant from the Spanish Government for eight hundred arpents, upwards of fourteen years ago; that the witness acted as deputy surveyor to William Voudan, who was surveyor for this district at that time; and, in virtue of said warrant or order, surveyed a tract of land of eight hundred arpents, on the north side of the north fork of the bayou Pierre, which survey included a place called the White Ground Lick, near to which a certain Benjamin Foy resided in what is called a camp, near the centre of the land; that the present claim of three hundred arpents is included in the

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Register's No.	Claimant's name.	Name of original claimant.	Situation.	Quantity.	Title.		Remarks, &c.
					Whence derived.	Date.	
							survey of eight hundred arpents before mentioned; and the witness knows nothing further of the claim, nor why Voudan did not return the whole survey." John Girault says, "that, after William Voudan resigned, William Dunbar was appointed the surveyor of Natchez district by the Spanish Government, and that he, the witness, acting as deputy surveyor under him, surveyed a tract of land, by order of the Spanish Government, of three hundred and twenty arpents, for the above mentioned Benjamin Foy, within the survey of eight hundred arpents aforesaid; that the said Foy, being interpreter to the Spanish Government, was favored by them, and had a grant for five hundred arpents, as the witness understood; but, as Mrs. Brashear had a prior right, he agreed to take only three hundred and twenty arpents out of the eight hundred arpents aforesaid, which the witness surveyed for him as aforesaid, and left the residue for Mrs. Brashears; that said survey was made on the upper end of said eight hundred acre tract." Major Stephen Minor says, "that he, the witness, knows that a warrant of survey issued from the Spanish Government to the claimant for eight hundred arpents, about fourteen or fifteen years ago," (1790.)
965	Isaac Johnson,	Jemima Morgan,	Cole's creek,	350	British,	-	No warrant produced. Robert Miller says, "that a small improvement or clearing was made on the premises by the hands of William Erwine in 1795, and Jemima Morgan was of age in 1779." The only evidence produced is a petition by Joseph Sharp for six hundred arpents, dated 17th November, 1795, which appears not to have been presented to the Spanish Governor, as there is no decree on it. There is also a plot and survey, made in September, 1796, by Silas L. Paine, but no authority mentioned by which it was done.
972	John Holt,	Joseph Sharp,	Cole's creek,	640f.	Spanish,	-	William Atchison says, "that he surveyed the land in question for the claimant by the request of William Wikoff, who said he had sold it to the claimant; and the witness says that Wikoff was of age at the date of the warrant, and the land was not at that time inhabited or cultivated, and has not been so since that he knows of."
1,001	John Ellis,	William Wikoff,	Bayou Sara,	800f.	Spanish,	April 15, 1789.	
1,090	A. Hunt and W. G. Forman,	Richard Devall,	Mississippi river,	1,500f.	Spanish,	Jan. 12, 1789.	No evidence offered.
1,203	Samuel C. Young,	Alex'der Pannill,	Bayou Sara,	500f.	Spanish,	Feb. 27, '95.	Jeremiah Routh says, "That Ihmer Andrews was above twenty-one years of age at the date of the warrant, and was, together with the inhabitants, driven out of that part of the country by the Indians."
1,232	Samuel C. Young, Elijah Cushing,	David Pannill, Ihmer Andrews,	Bayou Sara, Big Black,	500f. 100	Spanish, British,	Feb. 27, '95. Nov. 19, 1778.	
1,345	R. and P. King,	Justus King,	Honochitto river,	100	British,		No warrant produced. Caleb King says, "that he was present, and carried the chain when this land was surveyed by one Samuel Lewis, a lawful surveyor, which was in the year 1776, and he believes it was done under a warrant from the British Government of West Florida; that Justus King was living on the land with his family at the time the survey was run, and continued on it at least three years afterwards, and then was driven off by the Indians, and never resided on it again. After this it was included in a survey to James Kirk, under a grant of the Spanish Government to him, which prevented King's returning to it." The grant to Kirk has been confirmed by the commissioners.
1,373	Robert Starke,	Robert Starke,	Bayou Sara,	2,000f.	Spanish,	Dec. 29, 1791.	This land was regranted by the Spanish Government to James Mather, and a patent issued, which was confirmed by the commissioners. Moses Johnson says, "that, in 1791 or 1792, he cultivated

1276	Heirs of T. Tyler,	Charles Bachelot,	Apple Island,	2065/2	Spanish,	Dec. 1, 1786.	the premises for the claimant with his negroes, and made two crops for the claimant, and, within the time he was cultivating the premises, the land was surveyed for the claimant by William Atchison, deputy surveyor under the Spanish Government. When the witness left the place it was in the possession of the claimant, and there was a crop of two or three hundred barrels of corn on the premises. The claimant was the head of a family at the date of the warrant." Matthew McCulloch says, "that, in the summer of the year 1794, he was present when Governor Gayoso and the claimant were conversing about the land in question, and heard the claimant say to Governor Gayoso that he would give up his then settlement on the land, if he, the Governor, would give him another piece of land which he had found; that the Governor turned round to Mr. Mather, who was present and said that, as he had been applying for land, this was a fine tract, and he might have it; whereupon, the claimant said, "Governor, observe, I do not mean to relinquish my settlement unless you give me the land which I found for it," which was situated in the bayou Sara settlement. "The Governor turned round to the claimant, and said to him he was a "discontented old man." Thomas Calvit says, "that he believes Robert Stark, the claimant, was a resident in the Mississippi territory on the 27th October, 1795."
1278	Bennet Truly,	Richard Trivillian,	Bayou Pierre,	336/2	Spanish,	-	This land was a resident in the Mississippi territory on the 27th October, 1795."
1279	Bennet Truly,	Edward Rose,	Bayou Pierre,	400/2	Spanish,	Feb. 24, 1795,	No warrant produced, but a certificate from William Dunbar, deputy surveyor, dated 10th March, 1795, stating that the land had been surveyed by virtue of a decree, or order of survey, from the Governor General.
1290	Step. Henderson,	Wm. Vardiman,	Homochitto river,	300/2	Spanish,	Sep. 28, 1794,	No evidence.
1330	William Norris,	Wm. Norris,	Homochitto river,	200/2	Spanish,	Jan. 18, 1793,	John Searcy says, "that the claimant was twenty-one years of age at the date of the warrant; that, in the fall of the year 1795, the claimant left the territory, and moved into the Opelousas country, and has remained there ever since; and there never was any improvement made on the premises till the year 1803, when James Willis cleared three or four acres, and planted it in corn, but the witness does not know whether on account of the claimant or not; neither does the witness know when the land was surveyed, or by what authority."
1345	Nathl. Tomlinson, in right of his wife, Elizabeth,	Elizabeth Baker,	Second creek,	800/2	Spanish,	April 26, 1790,	Benjamin Newman says, "that Elizabeth Baker was of age at the date of the warrant, and that neither of the claimants ever inhabited or cultivated the land." Samuel Hutchins says, "that, fifteen or sixteen years ago, (791 or '92,) he was on the premises in question, at the house of David Mitchell, who told this witness that he was making an improvement on the land for Mrs. Baker, now the wife of this claimant; and that, some time afterwards, Mrs. Baker told the witness that Mitchell did improve the land for her. The witness also says, that, some short time afterwards, he applied in person to the surveyor for a certificate from him of the land now in question, being vacant, who told this witness that a certificate from him of the land now in question prior to that, given one to Mrs. Baker for the premises."
1352	Israel Leonard,	Abraham Knapp,	River Big Black,	100	British,	Nov. 19, 1779,	No evidence.
1354	Caleb King,	Caleb King,	River Homochitto,	300	British,	Aug. 4, 1779,	Nathan Swayze says, "that the claimant was the head of a family at the date of the warrant, and inhabited and cultivated the land in 1776, and continued on it until he was driven off by the Indians, in or about the year 1780. The Spaniards afterwards took possession of the country, and granted a tract of land to James Kirk, who included the land in question in his survey; and that no person has resided on it or cultivated it since the claimant, King, left it." Kirk's patent has been confirmed by the commissioners.

D.—Continued.

Register's No.	Claimant's name.	Name of original claimant.	Situation.	Quantity.	Title.		Remarks, &c.
					Whence derived.	Date.	
1388	Maurice Custard,	E. McKinn,	River Big Black,	600f.	Spanish,	Feb. 24, 1795,	Jephtha Higdon says, "that he knows the land in question; that it was surveyed in the year 1790, by William Thomas, for William Calvi, who built a house thereon, and planted some peach stones. The witness does not know that any person lived in the house. The land is situated in the Walnut bottom, on the road to the Walnut hills, adjoining lands of Daniel Burnet and William Brocus. The witness and James Spain carried the chain at the time of surveying."
1360	Arthur Patterson,	Josiah Flowers,	Bayou Pierre,	400	British,	Nov. 19, 1779,	Do.
1388	James Burnet,	James Burnet,	Big Black,	1,180	Spanish,	Mar. 23, 1795,	No warrant produced, but a copy of the survey, from the field book of Luke Collins, formerly a deputy surveyor, which was proven to be the hand-writing of said Luke Collins, dated the 28th of April, 1800; also, a receipt for the surveying fees, dated 22d January, 1777. Henry Phipps says, "that he carried one end of the chain when the land in question was surveyed. That the claimant, with his family, settled on the land previous to its being surveyed; that the witness lived with him at that time; and that the claimant continued to inhabit and cultivate it for three years after it was surveyed. The witness further says, that, in the latter part of the year 1779, the claimant left the premises in question, being dissatisfied with the Spanish Government."
1471	Heirs of W. Scott, Joshua Howard,	Wm. Scott, Joshua Howard,	River Homochitto, Second creek,	400f. 200	Spanish, British,	May 21, 1787,	No warrant produced, nor any other evidence offered in support of his claim, except a certificate of William Dunbar, dated 14th July, 1790, stating that he had surveyed the land for Richard Winn, and given a plot thereof; but does not mention by what authority.
1501	John Smith,	Richard Winn,	Bayou Pierre,	240f.	Spanish,	-	The only evidence produced is a certificate of William Vousdan, dated 28th of October, 1788, stating that he had surveyed the land for Joseph Voucheré, but names no authority for doing it.
1522	Heirs of Joseph Vaucheré,	Joseph Vaucheré,	River Homochitto,	600f.	Spanish,	-	No evidence.
1524	David Ferguson,	James Dealy,	Bayou Sara,	320f.	Spanish,	Jan. 17, 1793,	James Truly says, "that the claimant was an actual settler in the Mississippi territory on the 27th of October, 1795."
1528	William Thomas,	William Thomas,	Bayou Pierre,	600f.	Spanish,	Feb'y, 1795,	No evidence.
1531	David Ferguson,	James Carroll,	Bayou Sara,	280f.	Spanish,	Dec. 19, 1793,	No warrant produced. It is stated to be a part of a warrant for six hundred arpents, granted to Ralph Humphreys, dated 29th of January, 1789. William Smith says, "that R. Humphreys was the head of a family at the date of the warrant, and cultivated the land in question in the year 1789 or 1790. There was then a cabin on it, and ten or twelve acres of cleared ground, which he purchased of Reuben White: the two following years it was cultivated by a certain Benjamin Grubb, for the use of the grantee. No further cultivation was made on it till sold to the claimant. George W. Humphreys, son and heir of the grantee, who sold to the claimant, was a resident in the Mississippi territory on the 27th of October, 1795."
1537	Heirs of George Cochran,	Ralph Humphreys	Bayou Pierre,	163f.	Spanish,	-	Richard King says, "that Thomas Smith was a resident in the Mississippi territory on the 27th of October, 1795."
1568	Daniel Burnet,	Thomas Smith,	Bayou Pierre,	240f.	Spanish,	Feb. 9, 1790,	No evidence.
1574	Heirs of D. Mygatt,	Daniel Mygatt,	Bayou Pierre,	100	British,	Nov. 19, 1779,	Do.
1597	George Cochran,	George Cochran,	River Homochitto,	300f.	Spanish,	Dec. 29, 1791,	The warrants in neither of those claims were produced. Certificates from William Atchison, dated in March, 1795, stating that the claims, <i>severally</i> , were surveyed, in virtue of warrants from the Spanish Government, dated 30th of January, 1795, were exhibited. William Atchison says, "that there has been no cultivation on either of the tracts that he knows of; that Joseph
1619	Joseph Walker,	Joseph Walker,	Beaver creek,	500f.	Spanish,	-	
1620	John Walker,	John Walker,	Beaver creek,	500f.	Spanish,	-	
1621	Peter Walker, Jr.	Peter Walker, Jr.	Beaver creek,	500f.	Spanish,	-	

1641	Thomas Carter,	Thomas Carter,	Cole's creek,	1,200	British,	Nov. 19, 1779,	Walker was of age at the date of the warrant, and was a resident in the Mississippi territory on the 27th October, 1795."
1642	Henry Day,	Benjamin Day,	River Big Black,	1,400	do.	Nov. 19, 1778,	No warrant produced, and the quantity claimed not mentioned.
1643	Ditto,	Henry Dwight,	Ditto,	1,100	do.	June 6, 1795,	No evidence.
1658	James Cole,	James Cole,	Lot No. 4, square No. 12.	Natchez	Spanish,		Ditto.
1741	William Dunbar,	William Dunbar,	Thompson's crk.	1,200	British,	Sep. 16, 1777,	Thomas Regar says, "That the grantee was twenty-one years of age at the date of the warrant; and, that some time early in the fall of the year 1795, the claimant had timber hauled to build a house on the lot in question, and took the witness upon the lot to show him, and to get him to assist in building the house; that, soon afterwards, the claimant was ordered, to the Chickasaw bluffs, by the Spanish Government, and from thence he went to the States, and did not return until the year 1798."
1742	David Roberts,	David Roberts,	River Big Black,	240f.	Spanish,	Apr. 26, 1790,	This lot was regranted by the Spanish Government and confirmed by the commissioners.
1760	John Burnett, Junr.	John Burnett, Junr.	Bayou Pierre,	130f.	do.	July 31, 1782,	Do.
1762	Neille & Beauvais,	John Cammack,	Bayou Sara,	400f.	do.	Feb. 27, 1793,	Do.
1775	Heirs of S. Crane,	Silas Crane,	River Homochitto,	300	British,	Nov. 19, 1778,	Richard King says, "That he, the witness, understood that the land in question was surveyed, in the year 1778 or 1779, by Samuel Lewis, then a deputy surveyor under the British Government; but that no settlement has been made on it by the claimants, or any person for them that he knows of."
1780	Francis Brezina,	Francis Brezina,	Ditto,	2,000f.	Spanish,	-	No warrant produced, nor any evidence offered.
1794	Frederick Mann,	Frederick Mann,	Bayou Sara,	600f.	do.	-	No evidence of title produced, except a petition by the claimant to the Governor General, dated 31st January, 1795, with a recommendation thereon for five hundred arpents, by Governor Gayoso.
1797	Ebenezer Rees,	James McGill,	Bayou Pierre,	500f.	do.	Feb. 24, 1795,	No warrant produced.
1799	Ditto,	Ezina Baker,	Homochitto river,	500f.	do.	Apr. 26, 1790,	Ditto.
1800	Silas L. Payne,	Joseph King,	Bayou Pierre,	240f.	do.	Ditto,	Ditto.
1805	Daniel Finnan,	Daniel Finnan,	Ditto,	200f.	do.	Jan. 18, 1793,	Ditto.
1806	Jacob Stampley,	Jacob Stampley,	Homochitto river,	200f.	do.	Ditto,	Ditto.
1808	Ebenezer Rees,	Jesse Lam,	Bayou Pierre,	400f.	do.	Jan. 27, 1790,	Ditto.
1810	Ditto,	Joseph Sticker,	Bayou Sara,	800f.	do.	-	No warrant produced, nor other evidence of title, except a petition of Robert Davis to the Governor General, dated 9th January, 1795, and a recommendation thereon by Governor Gayoso.
1807	Ditto,	Robert Davis,	Thompson's crk.	1,000f.	do.	-	No warrant produced, nor other evidence of title, except a petition from the claimant to the Governor General, dated 1st January, 1795, and a recommendation thereon by Manuel Gayoso, Governor of Natchez, dated 2d January, 1795.
1816	Ditto,	Ebenezer Rees,	Bayou Sara,	1,000f.	do.	-	No evidence.
1819	Jeremiah Bryan,	Jeremiah Bryan,	Buffalo creek,	800f.	do.	Nov. 8, 1788,	No warrant produced, nor other evidence of title, except a petition to the Governor General, dated the 7th of April, 1795, with Governor Gayoso's recommendation thereon, and a certificate of William Dunbar, with a plot, dated 7th April, 1795.
1829	Heirs of T. Tyler,	Thomas Tyler,	Bayou Pierre,	1,000f.	do.	-	No evidence.
1855	Bennet Truly,	Hugh Logan,	Ditto,	240f.	do.	April 7, 1791,	Ditto.
1856	Ditto,	Bennet Truly,	Bayou Sara,	200f.	do.	Jan. 3, 1787,	Ditto.
1857	Heirs of William Ferguson,	Wm. Williams,	Cole's creek,	500	British,	Apr. 21, 1776,	Ditto.
1869	Peter B. Brinn,	Peter B. Brinn,	Bayou Pierre,	500f.	Spanish,	June 15, 1795,	Ditto.
1883	Robert Smith,	Robert Smith,	Ditto,	200f.	do.	Jan. 18, 1793,	Ditto.
1885	Windrop Sargent	Maria Williams,	Lots No. 1 and 3, square No. 5,	Natchez	do.	Sep. 30, 1795,	Ditto.
1895	Sarah Davis,	S. Coleby & others	Bayou Pierre,	400	British,	Feb. 21, 1778,	Ditto.
1917	Thomas Fortner,	Thomas Fortner,	River Big Black,	240f.	Spanish,	Apr. 26, 1790,	Vincent Fortner says, "That the claimant was about eighteen years of age at the date of the warrant; and began to cultivate the premises in the year 1795, and has continued to do so ever since, but has never lived on them, being a single man, until lately, but is now married and about to move on the premises; and there are about seven acres cleared, and a dwelling-house and one out-house."

D.—Continued.

Register's No.	Claimant's name.	Name of original claimant.	Situation.	Quantity.	Title.		Remarks, &c.
					Where derived.	Date.	
1935	Samuel Brooks,	William Silkribs,	Mississippi river,	200	British,	-	No warrant produced, but a certificate of a survey made the 31st August, 1777; and a certificate of William Vousdan, formerly a deputy surveyor, dated in 1801. Anthony Hutchins says, "That the signature to the abovementioned certificate is the hand-writing of William Vousdan, who, on the 21st of August, 1777, was a deputy surveyor for this district, under the British Government of West Florida; and that Silkribs was twenty-one years of age, and upwards, at the date of the survey." John Girault says, "That William Silkribs was an actual settler in the Mississippi territory, on the 27th October, 1795." William Silkribs, sworn on the <i>voire dire</i> , says, "That he is in no instance interested in this claim at present; that he, the witness, in the year 1777, began to improve this land, and built him a house, and cleared and fenced in about three acres; and the next year lived as a settler to one of his neighbors, yet cultivated a crop on the same place, and gathered it in, and hauled it to the house of the person where he lived, and then went off and staid about six months, and returned to his land again, and the Americans took him as a prisoner, and carried him down the river in the year 1779, and remained with the Americans some time, and was afterwards re-taken by the British. By this time the Indians had plundered his place, and was thereby prevented from returning to it, and he continued down in the settled parts of the country, and continued there until lately, and obtained a Spanish grant in Adams county; that he, the witness, had a British warrant for the land in question; that under that warrant Mr. Vousdan surveyed the land; that he, the witness, sent the warrant and survey to Pensacola to get a patent, but they never were returned; and that the premises were surveyed in the month of August, 1777; the witness says he was twenty-one years of age in the year 1774." Nasworthy Hunter says, "That this land was first settled in the year 1796 by the claimant, when he built a small cabin and cleared half an acre, and cultivated it in corn, and nothing more has been done on the premises since that time, that the witness knows of. The witness does not know the age of the grantee or patentee, but, from his appearance, thought he was not twenty-one years of age in 1793." Palser Shilling says, "That the claimant, when he first came to this country, which he thinks was in the year 1796, he came to the house of the witness to undertake to build a mill for him, and that he then appeared to be a man grown, and was acting for himself, and the witness thinks he was two or three-and-twenty years of age at that time." Patrick Foley says: "That the claimant was upwards of twenty-one years of age at the date of the warrant, and the witness believes he was a resident in the Mississippi territory on and before the 27th October, 1795."
1936	P. McDermot, -	P. McDermot, -	Bayou Tunica, -	440f.	Spanish,	Jan. 18, 1793,	No warrant produced, but a certificate from Luke Collins, dated 26th June, 1776, stating that he had surveyed the same in pursuance of an order from Elias Dunford, surveyor general of West Florida. No warrants produced, nor any other evidence of title offered.
1927	John Choate, -	John Choate, -	Second creek, -	100	British,	-	Ditto, ditto.
1928	John Choate, -	John Choate, -	Second creek, -	100	British,	-	James Harman says, "That the original claimant was upwards of twenty-one years of age at the date of the warrant, and had a wife and ten children in the year 1774."
1929	Sarah Choate, -	Sarah Choate, -	St. Catharine's creek, -	500f.	Spanish,	-	
1939	Samuel Brooks,	Wm. Hubbard,	Bayou Pierre, -	100	British,	-	

1968	R. S. Blackburn,	R. S. Blackburn,	Mississippi river,	3,000 <i>f</i> .	Spanish,	-	William Silkings says: "That Hubbard, at the time of his decease, gave him all his papers and rights; that he afterwards got the abovementioned warrant and other papers out of the Spanish office, where they had been lodged, and that he sold the warrant to the claimant, and is not now interested in the claim, either one way or the other. The reason why no settlement was made on the land was because the Spaniards shortly after took the country: it being a soldier's right, Hubbard dare not survey the land." Hubbard was an old, infirm, poor man, and his wife and children were never in this country."
1969	John Lewis,	John Lewis,	Ditto,	2,000 <i>f</i> .	do.	-	No warrants produced, nor any other evidence produced in support of these claims.
1970	Ditto,	Ditto,	Ditto,	2,000 <i>f</i> .	do.	-	Ditto.
1972	Ditto,	Ditto,	Ditto,	3,000 <i>f</i> .	do.	-	Ditto.
1988	R. S. Blackburn,	R. S. Blackburn,	Ditto,	2,000 <i>f</i> .	do.	-	No evidence.
1989	John Grault,	John St. Germain,	Ditto,	1,000 <i>f</i> .	do.	Dec. 16, 1786,	Ditto.
1990	Ditto,	Henry Bachelot,	Ditto,	600 <i>f</i> .	do.	Mar. 22, 1786,	Ditto.
2006	James Frazier,	Hugh Logan,	Cole's creek,	240 <i>f</i> .	do.	April 7, 1791,	Ditto.
2013	Sol. H. Wisdom,	James Frazier,	Tombigbee river,	1,600 <i>f</i> .	do.	Oct. 3, 1795,	No warrant produced.
		Sol. H. Wisdom,	Lot No. 1, of sq. No. 13,	Natchez	do.		This lot was regranted by the Spanish Government, and a patent issued, which was confirmed by John Grault says, "that the claimant was a resident in the Mississippi territory on the 27th October, 1796, and was the head of a family at the date of the warrant."
2022	Christ. Connelly,	Tomasina Lord,	Lot No. 1, of sq. No. 19,	Natchez	do.	-	This lot was regranted, and a patent issued to William Dunbar, which has been confirmed by the commissioners.
2028	Heirs of Peter Walker,	Peter Walker,	Buffalo creek,	800 <i>f</i> .	do.	-	No warrant produced.
							William Atchison says, "that he is well acquainted with the premises in question, and also Elijah Bunch, (of whom Walker purchased;) that, about the year 1793 or 1794, Bunch obtained leave, either written or verbal, from the Spanish Governor Gayoso, to go and settle the land in question, and he did so; and the Governor desired the witness, who was a deputy surveyor, not to trouble him, and Bunch continued to inhabit and cultivate it until he contracted to sell it to the claimant, which was in 1797 or 1798. The witness surveyed it for Walker about the time the contract was made, and he understood that it had never been surveyed before, but that Walker purchased Bunch's improvement, and surveyed the land under a warrant to himself.
2035	Wm. Foster,	William Foster,	Petty creek,	240 <i>f</i> .	do.	May 26, 1790,	No evidence.
2036	Francis Irvine,	Francis Irvine,	Homochitto river,	240 <i>f</i> .	do.	April 26, 1790,	Ditto.
2037	James Stoddard,	Isaac Stoddard,	Ditto,	400 <i>f</i> .	do.	Ditto,	Ditto.
2038	Isaac Lathrop,	Isaac Lathrop,	Ditto,	240 <i>f</i> .	do.	Ditto,	Ditto.
2039	Peter Martin,	Peter Martin,	Cole's creek,	240 <i>f</i> .	do.	Ditto,	Ditto.
2040	Jacob Stephen,	Jacob Stephen,	Ditto,	240 <i>f</i> .	do.	Ditto,	Ditto.
2041	John Sinclair,	John Sinclair,	Ditto,	240 <i>f</i> .	do.	Ditto,	Ditto.
2042	Henry Quirk,	Henry Quirk,	Bayou Pierre,	240 <i>f</i> .	do.	Ditto,	Ditto.
2043	William Irvine,	William Irvine,	Ditto,	240 <i>f</i> .	do.	Ditto,	Ditto.
2044	William Estell,	William Estell,	Ditto,	240 <i>f</i> .	do.	Ditto,	Ditto.
2045	Lambert de Selle,	Lambert de Selle,	Homochitto river,	300 <i>f</i> .	do.	Nov. 25, 1789,	Ditto.
2046	Patrick Quinn,	Patrick Quinn,	Bayou Pierre,	240 <i>f</i> .	do.	April 26, 1790,	Ditto.
2047	Ephraim Story,	Ephraim Story,	River Big Black,	300 <i>f</i> .	do.	Dec. 18, 1789,	Ditto.
2048	Jacob Paul,	Jacob Paul,	Bayou Pierre,	240 <i>f</i> .	do.	Nov. 25, 1789,	Ditto.
2049	Edmund Falson,	Edmund Falson,	Buffalo creek,	300 <i>f</i> .	do.	June 30, 1789,	Ditto.
2050	Samuel Porter,	Samuel Porter,	Cole's creek,	240 <i>f</i> .	do.	April 7, 1791,	Ditto.
2051	Adam Pickles,	Adam Pickles,	Ditto,	400 <i>f</i> .	do.	Mar. 2, 1792,	Ditto.
2052	Hezek. Harman,	Hezek. Harman,	Bayou Pierre,	300 <i>f</i> .	do.	Jan. 16, 1789,	Ditto.
2053	Gabriel Fuzeller,	Gabriel Fuzeller,	River Homochitto,	400 <i>f</i> .	do.	Ditto,	Ditto.
2054	Samuel Young,	Samuel Young,	Willing's Bayou,	240 <i>f</i> .	do.	Nov. 25, 1789,	Ditto.
2055	Peter Bissardon,	Peter Bissardon,	Lot in Natchez,	240 <i>f</i> .	do.	Feb. 2, 1787,	Ditto.
2057	P. C. Pegroux,	P. C. Pegroux,	Homochitto river,	1,600 <i>f</i> .	do.	June 14, 1786,	Ditto.

William Silkings says: "That Hubbard, at the time of his decease, gave him all his papers and rights; that he afterwards got the abovementioned warrant and other papers out of the Spanish office, where they had been lodged, and that he sold the warrant to the claimant, and is not now interested in the claim, either one way or the other. The reason why no settlement was made on the land was because the Spaniards shortly after took the country: it being a soldier's right, Hubbard dare not survey the land." Hubbard was an old, infirm, poor man, and his wife and children were never in this country."

No warrants produced, nor any other evidence produced in support of these claims.

Ditto.

Ditto.

Ditto.

No evidence.

Ditto.

Ditto.

No warrant produced.

This lot was regranted by the Spanish Government, and a patent issued, which was confirmed by John Grault says, "that the claimant was a resident in the Mississippi territory on the 27th October, 1796, and was the head of a family at the date of the warrant."

This lot was regranted, and a patent issued to William Dunbar, which has been confirmed by the commissioners.

No warrant produced.

William Atchison says, "that he is well acquainted with the premises in question, and also Elijah Bunch, (of whom Walker purchased;) that, about the year 1793 or 1794, Bunch obtained leave, either written or verbal, from the Spanish Governor Gayoso, to go and settle the land in question, and he did so; and the Governor desired the witness, who was a deputy surveyor, not to trouble him, and Bunch continued to inhabit and cultivate it until he contracted to sell it to the claimant, which was in 1797 or 1798. The witness surveyed it for Walker about the time the contract was made, and he understood that it had never been surveyed before, but that Walker purchased Bunch's improvement, and surveyed the land under a warrant to himself.

No evidence.

D.—Continued.

Register's No.	Claimant's name.	Name of original claimant.	Situation.	Quantity.	Title.		Remarks, &c.
					Whence derived.	Date.	
1367	Heirs of Hiram Swayze,	Hiram Swayze,	Near Natchez, -	164	Spanish;	Jan. 18, 1793,	This warrant was granted by Governor Gayoso, and not by the Governor General. Richard King says, "that the grantee was twenty-one years of age at the date of the warrant, and the land was granted him as a bounty for military services. The claimants resided in the Mississippi territory on the 27th October, 1795. Hiram Swayze lived on or near the land in question from the year 1783 until he died, which was some time in the year 1794." Prosper King says, that Hiram Swayze inhabited and cultivated the land in question at the time of his death, and his family continued to live on it, and cultivated for about two years afterwards." This land was regranted, and a patent issued, which has been confirmed by the commissioners.

LAND OFFICE, WEST OF PEARL RIVER, October 1, 1808.

THO. H. WILLIAMS, *Register*.

Claims founded on Spanish Patents legally and fully executed, but not confirmed by the Board of Commissioners, the claimants being non-residents on the 27th day of October, 1795.

Register's Number.	Claimant's names.	Names of original claimants.	Situation.	Quantity. f.	Date of Patent.	Remarks, &c.
56	Samuel Young,	Samuel Young,	Bayou Sara,	480	April —, 1790,	Regranted, and confirmed by the commissioners.
365	Charles Forget,	John Vidal,	Lot in the city of Natchez,	-	March 12, 1795.	
497	John Bissard,	James and Evan Jones,	Fairchild's creek,	500	June 22, 1791.	
615	Heirs of George Cochran,	John Perry,	Bayou Pierre,	1,000	October 20, 1788.	
623	Ditto,	Peter Bely,	Mississippi river,	530	June 1, 1792.	
1045	William Brown,	William Hickey,	Bayou Pierre,	350	April 1, 1789.	
1055	Daniel Hickey,	Daniel Hickey,	Sandy creek,	1,200	March 10, 1789.	
1205	Samuel C. Young,	John Fannill,	Bayou Sara,	800	June 20, 1795.	
1206	Ditto,	Joseph Fannill,	Ditto,	1,000	Ditto.	
1230	William Lintot,	Hubbard Rowell,	Ditto,	850	May 6, 1791.	
1430	James Moore,	George Profit,	Sandy creek,	800	March 15, 1789.	Regranted, and confirmed by the commissioners.
1545	William Conway,	William Conway,	Buffalo creek,	800	June —, 1787.	
1735	Robert Dow,	Robert Dow,	Cole's creek,	1,000	May 16, 1791.	
1764	Nellie and Beauvais,	William Collins,	Feliciana creek,	500	April 10, 1795.	
1939	James Kennedy,	Peter Miro,	Buffalo creek,	1,600	June 9, 1787.	
1951	Ditto,	James Kennedy,	Near Loftus cliffs,	1,000	December 4, 1787.	
1966	Stephen Ploché,	Stephen Ploché,	Charles's creek,	1,600	March 3, 1789.	
2003	George Pollock,	Fuzelier de la Clare,	River Homochitto,	1,100	August 8, 1789.	
2010	Claudio Baugaud,	Claudio Baugaud,	Lake of the Cross,	1,000	March 6, 1789.	
2014	Ditto,	Ditto,	Ditto,	1,034	August 30, 1794.	
				17,144		

LAND OFFICE, WEST OF PEARL RIVER, October 1, 1808.

THOS. H. WILLIAMS, Register.

d.

A Report of claims east of Pearl river, founded on British or Spanish warrants, not confirmed by former laws regulating the grants of land in the Mississippi territory, which have been regularly filed with the Register of the Land Office for said district.

Notice.		Claim.			Title.		Commissioners' descriptions.
Number presented.	Number.	By whom claimed.	Names of the original grantees or claimants.	Quantity claimed in acres or arpents.	Situation.	Whence derived.	
1804.							
February	2,	Alex. McCullagh,	Alex. McCullagh,	200	Tombigbee river,	British patent,	Rejected.
"	8,	Otto V. T. Barbaree,	Robert Farmer,	1,000	Ditto,	Ditto,	Do.
"	8,	Ditto,	Ditto,	800	Ditto,	Ditto,	Do.
"	23,	William Vardeman,	John Lott, Jun.	300	Ditto,	Ditto,	Do.
"	25,	Heirs of Jno. McIntosh,	John McIntosh,	500	Ditto,	Ditto,	Do.
March	20,	Cornelius McCurtin,	Cornelius McCurtin,	480	Ditto,	Spanish warrant of survey	Do.
"	19,	Samuel Mims,	John Turnbull,	1,600	Ditto,	Ditto,	Do.
"	20,	James Frasier,	James Frasier,	1,600	Ditto,	Ditto,	Do.
"	20,	Young Gains,	Young Gains,	780	Ditto,	Ditto,	Do.
"	21,	Anthony Epah,	John Turnbull,	800	Ditto,	Ditto,	Do.
"	23,	Francisco Routinella,	Francisco Routinella,	800	Ditto,	Ditto,	Do.
"	23,	Heirs of Peter Frouillet,	Peter Frouillet,	800	Ditto,	Ditto,	Do.
"	24,	John Baker,	John Baker,	1,600	Ditto,	Spanish permit,	Do.
"	24,	Eliza Hall Bay,	William Fradgley,	173	Ditto,	British patent,	Do.
"	24,	Ditto,	Ditto,	97	Ditto,	Ditto,	Do.
"	24,	John Sutherland,	John Sutherland,	500	Ditto,	Ditto,	Do.
"	19,	Heirs of Aug. Rochan,	Augustin Rochan,	225	Ditto,	Ditto,	Do.
"	117,	Ditto,	Ditto,	550	Ditto,	Ditto,	Do.
"	118,	Ditto,	Ditto,	500	Ditto,	Ditto,	Do.
"	119,	Francis Coleman,	Charles Walker,	100	Ditto,	Ditto,	Do.
"	26,	Ditto,	Abraham Little,	100	Ditto,	Ditto,	Do.
"	130,	Ditto,	William Wall,	250	Ditto,	Ditto,	Do.
"	16,	James Hoggatt,	Arthur Moore,	324	Ditto,	Ditto,	Do.
"	14,	Joshua Howard,	Robert Abrams,	300	Ditto,	Ditto,	Do.
"	193,	Robert Abrams,	Charles Walker,	500	Ditto,	Ditto,	Do.
"	26,	Scott Dean,	Francis Juzan,	2,000	Mobile river,	British warrant of survey,	Do.
"	30,	Ditto,	John Dawson,	1,000	Waters Tombigbee river,	British patent,	Do.
"	31,	Ditto,	William Jackson,	350	Ditto,	Ditto,	Do.
"	182,	Ditto,		150	Ditto,	Ditto,	Do.
"	183,	Ditto,		350	Ditto,	Ditto,	Do.
"	194,	Benjamin King,			Ditto,	Ditto,	Do.

d.—Continued.

CLAIMS EAST OF TOMBIGBEE RIVER.

Notice.		Claim.			Title.		Commissioners' descriptions.
Number presented.	Number.	By whom claimed.	Names of original grantees or claimants.	Quantity claimed in acres or arpents.	Situation.	Whence derived.	
1804, Mar. 19,	4	Otto V. T. Barbaree,	Peter Deforge,	580	Tensaw river,	Lease and release,	Rejected.
" "	5	Ditto,	Francis Daran,	542	Ditto,	Mesne conveyance,	Ditto.
" "	7	Samuel Mims,	Samuel Mims,	982	Alabama river,	Spanish warrant of survey	Withdrawn by the claimant.
" "	8	Heirs of Wm. Powell,	William Powell,	800	Tombigbee river,	Ditto,	Rejected. It was not received by the Board, being on Indian land.
" "	9	Gerald Byrne,	Peter Biverest,	-	Tensaw river,	Bill of sale,	Not received by the Board, being within Spanish boundary.
" "	13	John Morris,	John Morris,	400	Tombigbee river,	Spanish warrant of survey	Not received by the Board, being on Indian land.
" "	14	Hardy Perry,	Hardy Perry,	800	Ditto,	Ditto,	Ditto.
" "	21,	Anthony Aspah,	John Turnbull,	800	Ditto,	Ditto,	Rejected.
" "	20,	Narciso Broutin,	Narciso Broutin,	400	Ditto,	Ditto,	Withdrawn.
" "	19,	John Johnson,	John Johnson,	800	Ditto,	Ditto,	Not received by the Board, being on Indian land.
" "	23,	Pitagaad Jurzan,	Peter Jurzan,	558	Mobile river,	Ditto,	Withdrawn.
" "	31,	Thomas Malone,	Thomas Malone,	-	Tombigbee river,	Ditto,	Not received by the Board, being on Indian land.
" "	56	Young Gains,	Young Gains,	800	Ditto,	Ditto,	Not received by the Board, being on Indian land.
" "	60	John Baker,	John Baker,	-	Ditto,	Ditto,	Ditto.
" "	67	Samuel Mims,	Samuel Clark,	350	Alabama river,	British patent,	Ditto.
" "	68	Heirs of Peter Deforge,	Peter Deforge,	108	Waters of Tensaw river,	Ditto,	Rejected.
" "	69	Ditto,	Ditto,	250	Tensaw river,	Ditto,	Not received by the Board, being within the Spanish boundary.
April 4,	70	Theodore Gillard,	Allen Grant,	100	Briar creek,	Ditto,	Rejected.
" "	71	George Burdon,	George Burdon,	260	Escambia river,	Ditto,	Not received by the Board, being within the Spanish boundary.
" "	72	Theodore Gillard,	Joseph Lamb,	200	Ditto,	Ditto,	Ditto.
" "	73	George Burdon,	George Burdon,	800	Briar creek,	Ditto,	Ditto.
" "	74	Ditto,	Ditto,	200	Ditto,	Ditto,	Rejected.
" "	75	Theodore Gillard,	Francis Lewis,	300	Escambia river,	Ditto,	Ditto.
" "	76	Ditto,	Charles Ward,	500	Ditto,	Ditto,	Not received by the Board, being within the Spanish boundary.
" "	77	Ditto,	Ditto,	500	Ditto,	Ditto,	Ditto.
June 11,	83	Joseph Stiggins,	Joseph Stiggins,	800	Tensaw lake,	Ditto,	Ditto.
" "	89	Abijah Hunt,	Augustin Rochan,	1,000	Mobile river,	Spanish warrant of survey	Rejected.
April 30,	90	Heir of Alex. McCullagh,	Thomas Underwood,	500	Alabama river,	Deed of conveyance,	Ditto.

N. PERKINS, Register of the Land Office, east of Pearl River, Mississippi Territory.

[The following additional papers are furnished by the General Land Office.]

Registers of the Land Office east of Pearl river—containing

- A. Register of certificates granted on British and Spanish patents.
- B. Register of certificates on which patents may issue, without any payment of purchase money.
- C. Register of certificates on which patents may issue without any payment of purchase money, but not until a judicial decision shall have been obtained against the conflicting British claims.
- D. Register of pre-emption certificates.
- E. Register of pre-emption certificates on which patents may not issue until a judicial decision shall have been obtained against the conflicting British claims.
- F. Register of British patents on which no certificates have issued.
- N. Register of claims, presented December, 1805.

A.

Certificates grounded on British and Spanish patents.

Commissioners' certificates.				Claim.			Title.	
When entered.	No.	Date.	Recorded.	To whom granted.	Name of the original Grantee.	Quantity allowed.	Situation.	Whence derived.
			Vol. Page			Acres.		Date of Patent.
1805, Aug. 14,	4	1805, Aug. 7,	1 66	The lawful heirs of Thos. Bassett, dec'd, on application of Thos. Bassett, administrator of Nathaniel Bassett, -	Thomas Bassett, deceased, -	750	West margin of Tombigbee, -	Destroyed in the fire at N. Orleans, in 1794.
"	3	"	1 68	Heirs of Thomas Bassett, deceased, -	Thomas Bassett, deceased, -	1,050	West margin of Tombigbee, -	Destroyed as above.
" Sep. 3,	5	"	1 126	Heirs of Maria Josepha Narbone, dec'd, -	- - - - -	80	Both sides of the west channel of Mobile, -	Sale, & uninterrupted possession since 1777, June 16.
"	2	"	1 128	Heirs of Augustine Rochon, deceased, -	Augustine Rochon, deceased, -	550	West bank of Tombigbee, -	1777, June 16.
"	1	"	1 129	Heirs of Augustine Rochon, deceased, -	Augustine Rochon, deceased, -	225	West bank of Tombigbee, -	1779, December 4.
" 14,	6	" 28,	1 157	Richard, Caleb, and Joseph Carpenter, or their heirs or devisees, -	Richard, Caleb, & Jos. Carpenter, -	1,000	East margin of the Alabama, -	1769, July 22.

B.
Certificates on which Patents may issue without any payment of purchase money.

Commissioners' certificates.				Claim.		Title.	
When entered.	No.	Date.	Recorded.	To whom granted.	Name of the original grantee or claimant.	Quantity allowed.	Situation.
			Vol. Page			Acres.	
1805, Aug. 8.	35	1805, Aug. 7.	1	Benjamin Harrison,	Jacob Miller,	640	West side of Tombigbee,
" " 9.	36	" " 8.	2	Wiley Barker,	Daniel Barker,	640	Do.
" " 10.	37	" " 9.	3	James Denley,	Daniel Ward,	640*	West margin of Tombigbee,
" " 11.	38	" " 10.	4	James Denley,	Solomon Johnson,	1,000	Do.
" " 12.	39	" " 11.	5	Ephraim Barker,	Ephraim Barker,	280	West side of Tombigbee,
" " 13.	40	" " 12.	6	James Denley,	James Denley,	640	West margin of Tombigbee,
" " 14.	41	" " 13.	7	Adam Hollinger,	Adam Hollinger,	400	Do.
" " 15.	42	" " 14.	8	Richard Hawkins,	Richard Hawkins,	1,000	East margin of Tombigbee,
" " 16.	43	" " 15.	9	Joseph Bates,	Joseph Bates,	640	West side of Mobile river,
" " 17.	44	" " 16.	10	Natt Christmas,	Michael Hartly,	1,000†	East margin of Tombigbee,
" " 18.	45	" " 17.	11	Young Gaines,	Dominique Olive,	640	Fork of Tombigbee & Alabama,
" " 19.	46	" " 18.	12	Heirs of James McGrew,	James McGrew,	800	West margin of Tombigbee,
" " 20.	47	" " 19.	13	Heirs of William Burke,	Thomas Jones,	400	Do.
" " 21.	48	" " 20.	14	John Weekley,	James Farr,	640†	Do.
" " 22.	49	" " 21.	15	Benjamin Hooven,	Benjamin Hooven,	639	East margin of Tensaw lake,
" " 23.	50	" " 22.	16	George Weekley,	George Weekley,	566½	East margin of Alabama,
" " 24.	51	" " 23.	17	Joseph Stiggins,	Michael Skipper,	640	East margin of Steadham's lake,
" " 25.	52	" " 24.	18	Joseph Thompson,	John Johnson,	\$	West margin of Alabama,
" " 26.	53	" " 25.	19	Moses Steadham,	Joseph Thompson,	800	East margin of Tensaw lake,
" " 27.	54	" " 26.	20	Samuel Mims,	Moses Steadham,	640	East margin of Hollow creek,
" " 28.	55	" " 27.	21	Joseph Thompson,	Samuel Mims,	628	Margin of Steadham's lake,
" " 29.	56	" " 28.	22	Simeon Wilks,	Adam Hollinger,	640	South margin of the Cut-off,
" " 30.	57	" " 29.	23	Reuben Dyer,	James Proctor,	730	West margin of the Alabama,
" " 31.	58	" " 30.	24	Samuel Friend,	Reuben Dyer,	640	East side of Mobile river,
" " 32.	59	" " 31.	25	John Random,	Samuel Friend,	640	East side of Mobile river,
" " 33.	60	" " 32.	26	Joseph Stiggins,	John Random,	301	West margin of Mobile river,
" " 34.	61	" " 33.	27	Nicholas Perkins,	Joseph Stiggins,	635	Margin of Tensaw lake,
" " 35.	62	" " 34.	28	Howel Dupree,	Thomas Wheat,	306	West margin of Tombigbee,
" " 36.	63	" " 35.	29	Nicholas Perkins,	William Hillis,	613	West margin of Mobile river,
" " 37.	64	" " 36.	30	Heirs of Godfrey Helverson,	Daniel Johnson,	200	West margin of Tombigbee,
" " 38.	65	" " 37.	31	Thomas Bates,	Godfrey Helverson,	640	West bank of Mobile river,
" " 39.	66	" " 38.	32	Heirs of O. Sullivan, dec'd, on application of J. Hinson, adm'r of O. Sullivan, dec'd,	Thomas Bates,	628	West margin of Tombigbee,
" " 40.	67	" " 39.	33	Heirs of James Copelen, deceased,	Owen Sullivan, deceased,	400	Do.
" " 41.	68	" " 40.	34	George Brewer, Jun.	James Copelen, deceased,	640	West margin of Three River lake,
" " 42.	69	" " 41.	35	James Griffin,	George Brewer, Jun.	628	West margin of Tombigbee river,
" " 43.	70	" " 42.	36	George Brewer, Jun.	James Griffin,	640	West side of Tombigbee,
" " 44.	71	" " 43.	37	Heirs of William Powell, deceased,	William Powell, deceased,	800	West margin of Tombigbee,
" " 45.	72	" " 44.	38			400	Do.
" " 46.	73	" " 45.	39			640	Do.
" " 47.	74	" " 46.	40			628	Do.
" " 48.	75	" " 47.	41			640	Do.
" " 49.	76	" " 48.	42			800	Do.
" " 50.	77	" " 49.	43			400	Do.
" " 51.	78	" " 50.	44			640	Do.
" " 52.	79	" " 51.	45			628	Do.
" " 53.	80	" " 52.	46			640	Do.
" " 54.	81	" " 53.	47			800	Do.
" " 55.	82	" " 54.	48			400	Do.
" " 56.	83	" " 55.	49			640	Do.
" " 57.	84	" " 56.	50			628	Do.
" " 58.	85	" " 57.	51			640	Do.
" " 59.	86	" " 58.	52			800	Do.
" " 60.	87	" " 59.	53			400	Do.
" " 61.	88	" " 60.	54			640	Do.
" " 62.	89	" " 61.	55			628	Do.
" " 63.	90	" " 62.	56			400	Do.
" " 64.	91	" " 63.	57			640	Do.
" " 65.	92	" " 64.	58			800	Do.
" " 66.	93	" " 65.	59			400	Do.
" " 67.	94	" " 66.	60			640	Do.
" " 68.	95	" " 67.	61			628	Do.
" " 69.	96	" " 68.	62			400	Do.
" " 70.	97	" " 69.	63			640	Do.
" " 71.	98	" " 70.	64			800	Do.
" " 72.	99	" " 71.	65			400	Do.
" " 73.	100	" " 72.	66			640	Do.
" " 74.	101	" " 73.	67			628	Do.
" " 75.	102	" " 74.	68			640	Do.
" " 76.	103	" " 75.	69			800	Do.
" " 77.	104	" " 76.	70			400	Do.
" " 78.	105	" " 77.	71			640	Do.
" " 79.	106	" " 78.	72			628	Do.
" " 80.	107	" " 79.	73			640	Do.
" " 81.	108	" " 80.	74			800	Do.
" " 82.	109	" " 81.	75			400	Do.
" " 83.	110	" " 82.	76			640	Do.
" " 84.	111	" " 83.	77			628	Do.
" " 85.	112	" " 84.	78			640	Do.
" " 86.	113	" " 85.	79			800	Do.
" " 87.	114	" " 86.	80			400	Do.
" " 88.	115	" " 87.	81			640	Do.
" " 89.	116	" " 88.	82			628	Do.
" " 90.	117	" " 89.	83			640	Do.
" " 91.	118	" " 90.	84			800	Do.
" " 92.	119	" " 91.	85			400	Do.
" " 93.	120	" " 92.	86			640	Do.
" " 94.	121	" " 93.	87			628	Do.
" " 95.	122	" " 94.	88			640	Do.
" " 96.	123	" " 95.	89			800	Do.
" " 97.	124	" " 96.	90			400	Do.
" " 98.	125	" " 97.	91			640	Do.
" " 99.	126	" " 98.	92			628	Do.
" " 100.	127	" " 99.	93			640	Do.
" " 101.	128	" " 100.	94			800	Do.
" " 102.	129	" " 101.	95			400	Do.
" " 103.	130	" " 102.	96			640	Do.
" " 104.	131	" " 103.	97			628	Do.
" " 105.	132	" " 104.	98			640	Do.
" " 106.	133	" " 105.	99			800	Do.
" " 107.	134	" " 106.	100			400	Do.
" " 108.	135	" " 107.	101			640	Do.
" " 109.	136	" " 108.	102			628	Do.
" " 110.	137	" " 109.	103			640	Do.
" " 111.	138	" " 110.	104			800	Do.
" " 112.	139	" " 111.	105			400	Do.
" " 113.	140	" " 112.	106			640	Do.
" " 114.	141	" " 113.	107			628	Do.
" " 115.	142	" " 114.	108			640	Do.
" " 116.	143	" " 115.	109			800	Do.
" " 117.	144	" " 116.	110			400	Do.
" " 118.	145	" " 117.	111			640	Do.
" " 119.	146	" " 118.	112			628	Do.
" " 120.	147	" " 119.	113			640	Do.
" " 121.	148	" " 120.	114			800	Do.
" " 122.	149	" " 121.	115			400	Do.
" " 123.	150	" " 122.	116			640	Do.
" " 124.	151	" " 123.	117			628	Do.
" " 125.	152	" " 124.	118			640	Do.
" " 126.	153	" " 125.	119			800	Do.
" " 127.	154	" " 126.	120			400	Do.
" " 128.	155	" " 127.	121			640	Do.
" " 129.	156	" " 128.	122			628	Do.
" " 130.	157	" " 129.	123			640	Do.
" " 131.	158	" " 130.	124			800	Do.
" " 132.	159	" " 131.	125			400	Do.
" " 133.	160	" " 132.	126			640	Do.
" " 134.	161	" " 133.	127			628	Do.
" " 135.	162	" " 134.	128			640	Do.
" " 136.	163	" " 135.	129			800	Do.
" " 137.	164	" " 136.	130			400	Do.
" " 138.	165	" " 137.	131			640	Do.
" " 139.	166	" " 138.	132			628	Do.
" " 140.	167	" " 139.	133			640	Do.
" " 141.	168	" " 140.	134			800	Do.
" " 142.	169	" " 141.	135			400	Do.
" " 143.	170	" " 142.	136			640	Do.
" " 144.	171	" " 143.	137			628	Do.
" " 145.	172	" " 144.	138			640	Do.
" " 146.	173	" " 145.	139			800	Do.
" " 147.	174	" " 146.	140			400	Do.
" " 148.	175	" " 147.	141			640	Do.
" " 149.	176	" " 148.	142			628	Do.
" " 150.	177	" " 149.	143			640	Do.
" " 151.	178	" " 150.	144			800	Do.
" " 152.	179	" " 151.	145			400	Do.
" " 153.	180	" " 152.	146			640	Do.
" " 154.	181	" " 153.	147			628	Do.
" " 155.	182	" " 154.	148			640	Do.
" " 156.	183	" " 155.	149			800	Do.
" " 157.	184	" " 156.	150			400	Do.
" " 158.	185	" " 157.	151			640	Do.
" " 159.	186	" " 158.	152			628	Do.
" " 160.	187	" " 159.	153			640	Do.
" " 161.	188	" " 160.	154			800	Do.
" " 162.	189	" " 161.	155			400	Do.
" " 163.	190	" " 162.	156			640	Do.
" " 164.	191	" " 163.	157			628	Do.
" " 165.	192	" " 164.	158			640	Do.
" " 166.	193	" " 165.	159			800	Do.
" " 167.	194	" " 166.	160			400	Do.
" " 168.	195	" " 167.	161			640	Do.
" " 169.	196	" " 168.	162			628	Do.
" " 170.	197	" " 169.	163			640	Do.
" " 171.	198	" " 170.	164			800	Do.
" " 172.	199	" " 171.	165			400	Do.
" " 173.	200	" " 172.	166			640	Do.
" " 174.	201	" " 173.	167			628	Do.
" " 175.	202	" " 174.	168			640	Do.
" " 176.	203	" " 175.	169			800	Do.
" " 177.	204	" " 176.	170			400	Do.
" " 178.	205	" " 177.	171			640	Do.
" " 179.	206	" " 178.	172			628	Do.
" " 180.	207	" " 179.	173			640	Do.
" " 181.	208	" " 180.	174			800	Do.
" " 182.	209	" " 181.	175			400	Do.
" " 183.	210	" " 182.	176			640	Do.
" " 184.	211	" " 183.	177			628	Do.
" " 185.	212	" " 184.	178			640	Do.
" " 186.	213	" " 185.	179			800	Do.
" " 187.	214	" " 186.	180			400	Do.
" " 188.	215	" " 187.	181			640	Do.
" " 189.	216	" " 188.	182			628	Do.
" " 190.	217	" " 189.	183			640	Do.
" " 191.	218	" " 190.	184			800	Do.
" " 192.	219	" " 191.	185			400	Do.

C.

Certificates on which Patents may issue without any payment of purchase money, but not until a judicial decision shall have been obtained against the conflicting British claims.

Commissioners' certificate.				Claim.			Title.		Adverse British claims.		Register.
When entered.	Number.	Date.	Recorded.	To whom granted.	Name of original grantee or claimant.	Quantity allowed.	Situation.	Whence derived.	Dates of order of survey or settlement.	Name of claimant.	
			Vol. Page			Acres.					Page.
1805, Aug. 8,	6	1805, Aug. 7,	1 14	John Callier,	Wilford Hoggatt,	800	West margin of Tombigbee,	Spanish,	1788, Feb. 9,	James Hoggatt,	6
" " 10,	8	" " " "	1 28	John Johnson,	John Johnson,	400	Do. do.	Do.	1795, June 10,	E. Hall Bay,	6
" " 28,	4	" " " "	1 108	John Baker,	John Baker,	400	Do. do.	Do.	1787, July 2,	{ E. Hall Bay, Franc. Coleman,	6
" Sep. 14,	5	" " " "	1 146	Daniel Johnson,	Daniel Johnson,	800	Do. do.	Do.	1795, June 10,	Alexander McCullagh,	6
" " 16,	1	" " " "	1 159	James Callier,	Anthony Hoggatt,	732	Do. do.	Do.	1788, Feb. 9,	William Vardeman,	6
" " 26,	3	" " " "	1 170	Ann Lawrence,	Moses Moore,	800	Do. do.	Do.	1787, Oct. 22,	{ Heirs of J. McIntosh, Eliu Hall Bay,	6
" " 28,	2	" " " "	1 176	Clark McGrew,	Clark McGrew,	640	On Taula creek,	Occupancy,	- - -	Otto V. T. Barbarie,	6
" Oct. 7,	9	" " " "	1 189	Cornelius Rain,	Cornelius Rain,	400	West margin of Tombigbee,	Spanish,	1795, June 10,	Eliu Hall Bay,	6
" " 8,	4	" " " "	1 194	Noah K. Hutson,	Henry Nail,	329	Do. do.	Occupancy,	- - -	William Vardeman,	6
" Nov. 14,	7	" " " "	1 218	John McGrew, Sen.	J. McGrew, Sen.	640	Do. do.	Do.	- - -	{ Franc. Coleman, Franc. Coleman,	6

D.

Pre-emption Certificates.

Commissioners' certificates.

Claim.

When entered.	No.	Date.	Recorded.	To whom granted.	Name of original settler.	Quantity allowed.	Situation.	Page.
1805.		1805.	Vol.			Acres.		
August	66	August	7	Solomon Wheat,	Solomon Wheat,	100	West side of Tombigbee,	1
"	8	"	1	Edward Creighton,	Benjamin King,	100	West margin of Tombigbee,	1
"	23	"	1	Natt Christmas,	Natt Christmas,	270	do.	2
"	14	"	1	Adam Hollinger,	Adam Hollinger,	640	do.	3
"	65	"	1	Jordan Morgan,	Jordan Morgan,	640	do.	3
"	10	"	1	Cornelius Dunn,	Cornelius Dunn,	352	South margin of Hollow creek,	3
"	18	"	1	James Morgan,	John Burney,	320	West side of Tombigbee,	4
"	54	"	1	John Dease,	John Dease,	320	East side of Mobile river,	4
"	29	"	1	William Weekley,	William Weekley,	139	West margin of Alabama,	5
"	70	"	1	Benjamin Stedham,	Benjamin Stedham,	133	West margin of Tombigbee,	6
"	14	"	1	Heirs of Emanuel Chaney, deceased,	Levin Hausworth,	353	West margin of Tombigbee,	6
"	55	"	1	William Rogers,	William Rogers,	388	West margin of Tombigbee,	7
"	39	"	1	Simon Andry,	Simon Andry,	24	West bank of Mobile,	7
"	57	"	1	Figures Lewis,	Figures Lewis,	320	West margin of Three River lake,	7
"	24	"	1	Ransom Harwell,	Ransom Harwell,	197	West side of Tombigbee,	8
"	73	"	1	Thomas Malone,	Thomas Malone,	320	West margin of Tombigbee,	8
"	38	"	1	John and Tandy Walker,	John and Tandy Walker,	320	West margin of Tombigbee,	9
September	71	"	1	Wilson Carman,	Wilson Carman,	160	West side of the Mobile,	9
"	62	"	1	Richard Brashear,	Patrick Brewer,	160	West side of Tombigbee,	10
"	69	"	1	William Murrel,	William Murrel,	160	do.	10
"	72	"	1	Simpson Whaley,	Simpson Whaley,	100	West margin of Barrow's lake,	11
"	9	"	1	Elisha Simmons,	Elisha Simmons,	160	West margin of Tombigbee,	11
"	52	"	1	George Farrar,	George Farrar,	320	West side of Tombigbee,	12
"	44	"	1	Thomas Sullivan,	Thomas Sullivan,	240	do.	12
"	43	"	1	Thomas Sullivan, Jun.	Thomas Sullivan, Jun.	190	West margin of Tombigbee,	13
"	46	"	1	Wyche Watley,	Wyche Watley,	156	West side of Tombigbee,	13
"	17	"	1	William Hunt,	William Hunt,	160	do.	14
"	39	"	1	John Gordon,	John Gordon,	113	do.	14
"	2	"	1	William McGrew,	William McGrew,	638	Waters of Tolla creek,	15
"	10	"	1	Adam Scott,	Adam Scott,	100	Margin of Barrow's lake,	15
"	23	"	1	Stephen Williams,	Stephen Williams,	320	West side of Tombigbee,	16
"	47	"	1	Edwin Lewis,	Edwin Lewis,	160	West margin of Tombigbee,	16
"	30	"	1	William Green,	William Green,	160	Tolla and Fulson's creek,	17
"	25	"	1	Caleb and McClendon,	Caleb and McClendon,	160	South margin of Tolla,	17
"	19	"	1	Robert Sorrel, Sen.	Robert Sorrel, Sen.	320	On Little Bassett's creek,	18
"	36	"	1	John Wainack,	John Wainack,	240	West side of Tombigbee,	18
"	26	"	1	Isaac Stanley,	Isaac Stanley,	100	do.	19
"	51	"	1					

D.—Continued.

Commissioners' certificates.				Claim.		Quantity allowed.	Situation.	Page.
When entered.	No.	Date.	Recorded.	To whom granted.	Name of original settler.			
1805.		1805.	Vol.	Page.		Acres.		
September 27,	30	August	7,	174	Patrick Donnelly, -	-	Waters of Little Bassett's creek,	19
" 28,	1	" 29,	1	177	John Flood McGrew, -	-	West side of Tombigbee,	20
" 30,	63	" "	1	180	James Callier, -	-	West bank of Tombigbee,	20
" "	64	" "	1	182	Isabella Troutlett, -	-	West bank of the Mobile,	21
" "	91	" "	1	183	Michael Wall, -	-	West side of Tombigbee,	21
October "	1	" "	1	184	Joseph Dunbar, -	-	West margin of Tombigbee,	22
" 2,	16	" 22,	1	185	William Williams, -	-	do.	22
" 5,	58	" "	1	186	Sanford McClendon, -	-	West side of Tombigbee,	23
" 7,	61	" 24,	1	187	John Clark, -	-	do.	23
" 12,	32	" "	1	188	Zachariah Landrum, -	-	do.	24
" 24,	7	" "	1	191	Hiram Munger, -	-	do.	24
" 27,	40	" "	1	193	John Kannady, -	-	West margin of Tombigbee,	25
" 31,	6	" "	1	196	George Robins, -	-	do.	25
" 5,	6	" "	1	199	James Huckaby, -	-	South margin of Tolla creek,	26
" 11,	15	" 17,	1	200	Francis Stringer, -	-	West side of Tombigbee,	26
" 14,	5	" 22,	1	201	Matthew Shaw, -	-	West margin of Tombigbee,	27
" 14,	34	" "	1	203	Sterling Dupree, -	-	do.	27
" 14,	12	" 7,	1	204	Edward Gatland, -	-	West margin of the Mobile,	28
" 18,	60	" 24,	1	206	Thomas Goodwin, -	-	Margin of Ryan's lake,	28
" 26,	9	" 7,	1	211	Sanders Rea, -	-	West side of Tombigbee,	29
" 29,	49	" "	1	212	William Morgan, -	-	do.	29
" 37,	37	" "	1	214	Priscilla Miles, -	-	do.	30
November 4,	68	" 22,	1	215	Hezekiah Carter, -	-	do.	30
" 6,	22	" 7,	1	216	Benjamin Few, -	-	do.	31
" 19,	45	" 22,	1	220	John Dunn, -	-	West margin of Tombigbee,	31

E.

Pre-emption certificates on which Patents may not issue, until a judicial decision shall have been obtained against the conflicting British claims.

Commissioners' certificate.				Claim.								
When entered.	No.	Date.	Recorded.		To whom granted.	Name of the original settler.	Quantity allowed.	Situation.	Name of claimant.	Name of original grantee or claimant.	Page of Register.	
			Vol.	Page.								
1805. August 16,	1	August 16,	1	83	Peter Malone, -	John Woods, -	Acres. 320	West side of Tombigbee, } Do. do. } Do. do. } West margin of Tombigbee,	{ - - - -	John Southerland,	6	
August 29,	3	" 17,	1	118	Edward Lloyd Wailes, -	John Baker, -	480			Eliu Hall Bay, -	John Southerland,	6
September 26,	7	" 7,	1	173	Charles Cassester, -	Charles Cassester, -	100			Otto V. T. Barbarie, -	Robert Farmer,	6
October 8,	2	" 22,	1	197	Joseph Westmorland, -	Lewis Crane, -	197			Otto V. T. Barbarie, -	Robert Farmer,	6

N.—Continued.

Notice.		Claim.			Title.			Commissioners' decision.				
When presented.	No.	By whom claimed.	Name of original grantee or claimant.	Quantity claimed in acres or arpents.	Situation.	Whence derived.	Date of patent, order of survey, or settlement.	Recorded, vol. 1.	What.	Entered in register.	When allowed under different title.	
								Page.	Letter.	Page.	Entered in register.	
											Under what title allowed.	Entered in register.
											Letter.	Page.
1804.	15,	G. Brewer, Jun. attorney for the heirs of W. Brewer, deceased,	William Brewer,	594	Tombigbee,	Occupancy,	1797,	94	Rejected.			
"	16,	Thomas Carson,	John J. Abner,	640	Same,	Same,	1797,	97	Allowed,	B,	10	
"	15,	Micajah Wall,	Micajah Wall,	320	Waters of Smith's creek,	Pre-emption,	March 3, 1803,	100	Allowed,	D,	13	Pre-emption,
"	16,	James Callier,	Joseph Anderson,	567	Tombigbee,	Occupancy,	1797,	101	Rejected,	B,	12	
"	15,	James Scott,	Gabriel Burroughs,	375	Waters of do.	Same,	1797,	106	Allowed,	B,	10	
"	15,	Howell Dupree,	William Hillis,	613	Mobile river,	Same,	1795,	108	Allowed,	B,	10	
"	15,	O. Sullivan's heirs,	Owen Morgan,	400	Tombigbee,	Spanish warrant,	June 10, 1795,	111	Allowed,	B,	10	
"	14,	Richard Lee,	Jordan Sullivan,	640	Waters of Sunflower creek,	Occupancy,	1797,	115	Allowed,	B,	12	
"	19,	Francis Stringer,	Francis Stringer,	640	Tombigbee,	Same,	1797,	117	Rejected,	D,	11	Pre-emption,
"	19,	William Williams,	William Williams,	101	Same,	Pre-emption,	March 3, 1803,	119	Allowed,	D,	11	
"	22,	Peter Malone,	John Woods,	278	Same,	Occupancy,	-	120	Rejected,	A,	1	Pre-emption,
"	19,	Heirs of T. Bassett,	Thomas Bassett,	1,050	Same,	British patent,	-	122	Allowed,	A,	1	
"	19,	Same,	Same,	750	Same,	Same,	-	124	Allowed,	B,	11	
"	19,	John Chestang,	John Chestang,	480	Same,	Spanish warrant,	Jan. 30, 1795,	146	Allowed,	B,	11	
"	19,	Same,	John Tally,	480	Same,	Same,	Nov. 27, 1787,	149	Allowed,	B,	11	
"	19,	Same,	John Chestang,	2,080	Mobile river,	Same,	Dec. 23, 1784,	155	Allowed,	B,	11	
"	20,	Same,	Cornelius McCurtin,	134	Tombigbee,	Same,	Jan. 6, 1794,	158	Rejected,	D,	13	
"	15,	Wyche Whatley,	Wyche Whatley,	131	Sunflower creek,	Pre-emption,	March 3, 1803,	163	Allowed,	D,	13	
"	15,	Richard Brashear,	Patrick Brewer,	640	Same,	Occupancy,	1797,	165	Rejected,	B,	2	Pre-emption.
"	15,	Wiley Barker,	Daniel Barker,	640	Same,	Same,	1797,	167	Allowed,	B,	12	
"	15,	Heirs of C. Brewer,	Charles Brewer,	582	Muddy branch,	Same,	1797,	168	Rejected,	B,	12	
"	14,	Francis Boykin,	Adam Hollinger,	800	Tombigbee,	Same,	1797,	169	Allowed,	B,	12	
"	6,	J. F. and C. M. Grew,	Julian de Castro,	335	Same,	Spanish warrant,	June 10, 1795,	173	Allowed,	B,	12	
"	20,	Julian de Castro,	Same,	640	Same,	Occupancy,	1797,	178	Rejected.	B,	12	
"	15,	Anna Munger,	Anna Munger,	504	Same,	Same,	1797,	179	Allowed,	B,	12	
"	15,	George Brewer, Jun.	James Watkins,	620	Mill creek,	Same,	1797,	181	Allowed,	B,	10	
"	19,	Heirs of Wm. Powell,	William Powell,	400	Tombigbee,	Spanish warrant,	June 10, 1795,	182	Allowed,	B,	10	
"	24,	James Powell,	James Powell,	594	Same,	Occupancy,	1797,	186	Rejected.	B,	10	
"	27,	Joseph House,	Joseph House,	640	House's Mill creek,	Same,	1797,	187	Rejected.	B,	10	
"	20,	Heirs of Jas. Copelin,	James Copelin,	640	Three River lake,	Same,	1797,	189	Allowed,	B,	10	
"	16,	Josiah Skinner,	Josiah Skinner,	185	Tombigbee,	Pre-emption,	March 3, 1803,	191	Rejected,	D,	4	
"	68,	Figures Lewis,	Figures Lewis,	129	Three River lake,	Same,	March 3, 1803,	192	Allowed,	D,	4	
"	19,	James Callier,	Figures Lewis,	732	Tombigbee,	Spanish warrant,	Feb. 9, 1788,	194	Allowed,	C,	3	
"	19,	Daniel Johnson,	Anthony Hoggatt,	800	Same,	Same,	June 10, 1795,	199	Allowed,	C,	3	
"	20,	Constant M. Grew,	Daniel Johnson,	604	Same,	Occupancy,	1797,	201	Rejected.	C,	3	
"	22,	John M. Grew,	Constant M. Grew,	640	Same,	Same,	1797,	204	Rejected.	B,	2	
"	26,	Heirs of J. M. Grew,	Alexander M. Grew,	400	Waters of Smith's creek,	Same,	Feb. 9, 1788,	206	Allowed,	B,	2	
"	19,	Samuel Mims,	John Turnbull,	1,600	Tombigbee,	Spanish warrant,	July 31, 1787,	210	Rejected.	B,	2	

16	75	Geo. Brewer, Jun.	Valentine de Broca,	800	Same,	Oct. 22, 1787,	214	Allowed,	B,	10	
17	76	John Johnston,	John Johnston,	400	Same,	June 10, 1795,	321	Allowed,	C,	3	
18	77	John Cannada,	John Cannada,	533	Same,	March 3, 1803,	325	Allowed,	D,	14	
19	78	Sanders Rea,	Sanders Rea,	337	Johnston's creek,	March 3, 1803,	326	Allowed,	D,	14	
20	79	J. Baptiste Trennier,	J. Baptiste Trennier,	1,600	Mobile river,	Sept. 1, 1787,	328	Allowed,	B,	11	
21	80	James Frazier,	James Frazier,	640	Tombigbee,	July 31, 1787,	232	Rejected,	B,	12	
22	81	Daniel Johnston,	Daniel Spillards,	640	Tombigbee,	Sept. 1, 1787,	237	Rejected,	B,	12	
23	82	Daniel Johnston,	William Burk,	640	Tombigbee,	July 31, 1787,	239	Allowed,	B,	12	
24	83	Heirs of Wm. Burk,	Thomas Jones,	640	Bilbo's creek,	Same,	1797,	241	Allowed,	B,	12
25	84	Young Gains,	Young Gains,	780	Tombigbee,	Same,	1797,	241	Allowed,	B,	12
26	85	Same,	Dominique de Olive,	800	Tombigbee,	Oct. 22, 1787,	242	Rejected,	B,	12	
27	86	Zachariah Landrum,	Zachariah Landrum,	114	Same,	Mar. 15, 1788,	246	Allowed,	B,	12	
28	87	Ransom Harwell,	Ransom Harwell,	197	Waters of Laura's creek,	Mar. 3, 1803,	252	Allowed,	D,	14	
29	88	James Denley,	James Denley,	400	Tolla creek,	Mar. 3, 1803,	253	Allowed,	D,	14	
30	89	Nathaniel Ross,	Henry Slaughter,	164	Tombigbee,	Oct. 9, 1787,	255	Allowed,	B,	9	
31	90	William Murrell,	William Murrell,	175	Basco's creek,	Mar. 3, 1803,	258	Rejected,	D,	14	
32	91	Edward Creighton,	Benjamin King,	32	Tolla creek,	Mar. 3, 1803,	260	Allowed,	D,	14	
33	92	Nicholas Perkins,	Thomas Wheat,	308	Tombigbee,	Mar. 3, 1803,	261	Allowed,	D,	14	
34	93	Same,	Thomas Wheat,	308	Same,	Oct. 22, 1787,	266	Allowed,	B,	10	
35	94	Anthony Espaho,	Daniel Johnston,	900	Same,	Same,	1787,	272	Allowed,	B,	10
36	95	John Callan,	John Turnbull,	500	Same,	Same,	1787,	281	Rejected,	C,	3
37	96	Rawleigh Green,	Wilford Hoggatt,	781	Same,	Same,	1788,	289	Allowed,	C,	3
38	97	Thomas Goodwin,	Rawleigh Green,	301	Same,	Pre-emption,	Feb. 9, 1788,	295	Allowed,	D,	14
39	98	John Gordon,	Daniel Kennedy,	286	Ryan's lake,	Same,	Mar. 3, 1803,	296	Allowed,	D,	14
40	99	James Denley,	John Gordon,	113	Laura's creek,	Same,	Mar. 3, 1803,	298	Allowed,	B,	2
41	100	Cornelius Rau,	Cornelius Rau,	400	Tombigbee,	Spanish warrant,	Oct. 22, 1787,	300	Allowed,	C,	3
42	101	Ann Lawrence,	Moses Moore,	800	Same,	Same,	June 10, 1795,	305	Allowed,	C,	3
43	102	Francis Fontinella,	F. Fontinella,	800	Same,	Same,	Oct. 22, 1787,	308	Allowed,	B,	12
44	103	Heirs of P. Trouillet,	Peter Trouillet,	800	Same,	Same,	June 10, 1795,	314	Rejected,	B,	12
45	104	John Brewer,	Ch. Arban de May,	280	Same,	Same,	Feb. 9, 1788,	317	Rejected,	B,	12
46	105	James Denley,	Solomon Johnston,	479	Sunflower creek,	Same,	Oct. 22, 1787,	320	Allowed,	B,	12
47	106	Simon Andrew,	Simon Andrew,	1,600	Tombigbee,	Same,	June 10, 1795,	327	Allowed,	B,	12
48	107	John Baker,	John Baker,	1,600	Same,	Same,	May 10, 1787,	331	Allowed,	B,	12
49	108	Same,	Same,	400	Same,	Spanish permit,	Jan. 9, 1787,	335	Rejected,	B,	12
50	109	Edwin Lewis,	Edwin Lewis,	696	Same,	Spanish warrant,	July 2, 1787,	338	Allowed,	C,	3
51	110	James Hucaby,	Matthew Robinson,	467	Same,	Pre-emption,	July 9, 1787,	342	Allowed,	C,	3
52	111	Joseph Westmontland,	Lewis Crane,	190	Tolla creek,	Same,	Mar. 3, 1803,	344	Allowed,	D,	14
53	112	Adam Scott,	Adam Scott,	160	Same,	Same,	Mar. 3, 1803,	345	Allowed,	D,	14
54	113	James Bilbo,	James Bilbo,	479	Barrow's lake,	Same,	Mar. 3, 1803,	347	Allowed,	E,	5
55	114	Elin Hall Bay,	William Pradgley,	173	Tombigbee,	Same,	Mar. 3, 1803,	348	Rejected,	D,	13
56	115	Same,	Same,	27	Same,	British patent,	Mar. 13, 1776,	350	Rejected,	D,	13
57	116	Same,	Same,	500	Same,	Same,	Mar. 13, 1776,	357	Rejected,	D,	13
58	117	Heirs of A. Roehon,	John Sutherland,	225	Same,	Same,	Oct. 22, 1779,	374	Rejected,	D,	13
59	118	Same,	Augustine Roehon,	225	Same,	Same,	Oct. 22, 1779,	393	Allowed,	A,	1
60	119	Francis Calenan,	Charles Walker,	500	Same,	Same,	Dec. 4, 1779,	400	Allowed,	A,	1
61	120	Same,	Abraham Little,	500	Same,	Same,	June 16, 1777,	407	Rejected,	A,	1
62	121	James Hoggatt,	William Wall,	250	Same,	Same,	Jan. 27, 1777,	416	Rejected,	A,	1
63	122	Josiah Howard,	Arthur Moore,	324	Same,	Same,	Feb. 16, 1778,	424	Rejected,	A,	1
64	123	Robert Abrahams,	Robert Abrahams,	500	Same,	Same,	Mar. 20, 1778,	435	Rejected,	A,	1
65	124	Isaac Standley,	Isaac Standley,	100	Waters of Laura's creek,	British warrant	Dec. 15, 1778,	441	Rejected,	D,	13
66	125	T. and J. Walker,	T. and J. Walker,	430	Same,	of survey,	Mar. 3, 1803,	444	Allowed,	D,	13
67	126	William Hunt,	Dennis McLendon,	189	Same,	Pre-emption,	-	445	Allowed,	D,	13
68	127	Same,	Same,	189	Same,	Same,	-	446	Allowed,	D,	13

N.—Continued.

Notice.			Claim.			Title.			Commissioners' decision.		
When presented.	No.	By whom claimed.	Name of original grantee or claimant.	Quantity claimed in acres or arpents.	Situation.	Whence derived.	Date of patent, order of survey, or settlement.	Recorded, vol. 1.	What.	Entered in register.	When allowed under different title.
								Page.		Letter.	Page.
1804.											
March	26,	127	William Gilliam,	102	Sunflower creek,	Pre-emption,	Mar. 3, 1803	447	Allowed,	D,	14
"	26,	128	Jordan Morgan,	638	Tombigbee,	Occupancy,	1797,	449	Rejected,	D,	14
"	15,	129	John Brewer,	610	Johnston's creek,	Same,	1797,	450	Allowed,	B,	12
"	26,	130	Thomas Goodwin,	274	Ryan's lake,	Same,	1797,	451	Rejected,	B,	12
"	29,	131	Heirs of M. Bilbo,	401	Tombigbee,	Same,	1797,	452	Allowed,	B,	12
"	26,	132	William Coleman,	498	Same,	Same,	1797,	454	Rejected,	B,	12
"	28,	133	Ann Lawrence,	640	Same,	Same,	1797,	456	Allowed,	B,	12
"	28,	134	George Brewer, Jun.	629	Same,	Same,	1797,	458	Allowed,	B,	10
"	27,	135	Joseph Chestang,	610	Same,	Same,	1797,	459	Allowed,	B,	11
"	28,	136	Noah K. Hutson,	297	Same,	Same,	1797,	460	Allowed,	C,	3
"	16,	137	John Pickering,	280	Waters of Tolla creek,	Pre-emption,	Mar. 3, 1803,	461	Allowed,	-	-
"	26,	138	Robert Jones,	358	Ryan's lake,	Occupancy,	1797,	462	Rejected,	-	-
"	26,	139	Hezekiah Carter,	422	Waters of Mobile,	Pre-emption,	Mar. 3, 1803,	463	Allowed,	D,	13
"	23,	140	Edmund Smith,	320	Waters of Bassett's creek,	Same,	1797,	465	Allowed,	D,	13
"	26,	141	Robert Sorrel, Sen.	448	Same,	Same,	1797,	467	Allowed,	D,	14
"	26,	142	P. Donnelly,	561	Tombigbee,	Same,	1797,	468	Allowed,	D,	14
"	26,	143	Joseph Wilson,	610	Same,	Same,	1797,	470	Allowed,	D,	4
"	28,	144	John Denley,	253	Waters of Tolla,	Same,	1797,	471	Allowed,	D,	14
"	24,	145	Heirs of E. Chaney,	99	Same,	Same,	1797,	472	Allowed,	D,	4
"	24,	146	Sandford M'Clendon,	330	Tombigbee,	Same,	1797,	473	Allowed,	D,	13
"	27,	147	Thomas Malone,	240	Waters of Tolla,	Same,	1797,	475	Allowed,	D,	13
"	28,	148	John Warmack,	263	Sunflower creek,	Same,	1797,	476	Allowed,	D,	13
"	28,	149	Thos. Sullivan, Jun.	190	Three River lake,	Same,	1797,	478	Allowed,	D,	13
"	28,	150	Thomas Sullivan,	210	Waters of Johnston's creek,	Same,	1797,	479	Allowed,	D,	13
"	28,	151	George Dickey,	640	Tombigbee,	Same,	1797,	480	Allowed,	D,	14
"	28,	152	John Dunn,	291	Same,	Same,	1797,	481	Allowed,	D,	14
"	28,	153	Solomon Boykin,	362	Bassett's creek,	Same,	1797,	482	Allowed,	D,	14
"	29,	154	Priscilla Miles,	456	Waters of House's Mill do.	Same,	1797,	483	Allowed,	D,	14
"	28,	155	Charles Cassiter,	100	Waters of Tolla,	Same,	1797,	485	Allowed,	E,	5
"	29,	156	Wm. H. Hargrave,	318	Sunflower creek,	Same,	1797,	486	Rejected,	-	-
"	30,	157	P. Cartwright,	159	Waters of Tolla,	Same,	1797,	487	Allowed,	-	-
"	30,	158	George Farrar,	160	Bilbo's creek,	Same,	1797,	488	Allowed,	D,	13
"	15,	159	Edward Craigton,	610	Waters of Tombigbee,	Occupancy,	1797,	489	Rejected,	-	-
"	27,	160	James Callier,	640	Mobile river,	Same,	1797,	492	Rejected,	-	-
"	29,	161	Cornelius Rahn,	314	Tombigbee,	Same,	1797,	493	Rejected,	-	-
"	26,	162	Joseph Bates, Jun.	640	Same,	Same,	1797,	495	Allowed,	D,	4
"	26,	163	Simon Favre,	10	Mobile river,	Pre-emption,	Mar. 3, 1803,	497	Allowed,	D,	3
"	19,	164	Simon Andry,	627	Waters of Tombigbee,	Occupancy,	1797,	498	Rejected,	-	-
"	24,	165	John F. McGrew,	630	Tolla creek,	Same,	1797,	498	Rejected,	-	-
"	24,	166	John F. McGrew,	630	Tolla creek,	Same,	1797,	498	Rejected,	-	-

"	29,	Clark M'Grew,	Clark M'Grew,	640	Tolla creek,	Occupancy,	1797,	499	Allowed,	C,	3
"	36,	John Hines,	Fred. Smith,	640	Tombigbee,	Same,	1797,	500	Rejected.	B,	2
"	37,	Benjamin Harrison,	Jacob Miller,	378	Ryan's lake,	Same,	1797,	502	Allowed,	B,	13
"	30,	Simpson Whaley,	Simpson Whaley,	100	Barrow's lake,	Pre-emption,	Mar. 3, 1803,	506	Allowed,	D,	14
"	31,	Benjamin Few,	Turnbull and Joyce,	500	Barrow's lake,	Same,	-	507	Allowed,	B,	2
"	31,	Richard Hawkins,	Richard Hawkins,	640	Barrow's lake,	Occupancy,	1797,	509	Allowed,	B,	2
"	31,	John Hawkins,	John Hawkins,	151	Same,	Pre-emption,	Mar. 3, 1803,	510	Allowed,	D,	4
"	31,	Wilson Carman,	Wilson Carman,	691	Mobile river,	Same,	-	511	Allowed,	D,	4
"	31,	Adam Hollinger,	A. Hollinger,	612	Poll bayou,	Same,	-	512	Allowed,	D,	4
"	31,	Nath. Christmas,	Nath. Christmas,	85	Tombigbee,	Same,	-	513	Allowed,	D,	4
"	31,	Seth Dean,	John L. Abner,	640	Poll bayou,	Occupancy,	1797,	514	Rejected.	D,	4
"	31,	Same,	Jesse Thomas,	640	Waters of Tombigbee,	Pre-emption,	Mar. 3, 1803,	515	Allowed.	D,	4
"	31,	Same,	Seth Dean,	640	Tombigbee,	Same,	-	516	Allowed.	D,	4
"	31,	Same,	Jos. Lowe,	640	Ribo and Bates's creek,	Same,	-	517	Allowed.	D,	4
"	30,	Same,	John Wallis,	629	Tombigbee,	Same,	-	519	Allowed.	D,	4
"	30,	Same,	Ch. Walker,	2,000	Same,	British patent,	April 3, 1776,	521	Rejected.	B,	10
"	31,	Francis Juzan,	Francis Juzan,	1,000	Mobile river,	British patent,	-	530	Rejected.	B,	12
"	31,	John D. Miller,	John D. Miller,	150	Waters of Tombigbee,	Occupancy,	-	531	Rejected.	B,	11
"	31,	Edmund Smith,	Edmund Smith,	640	Ryan's lake,	Same,	1797,	535	Withdrawn.	B,	11
"	30,	Devises of Mrs. Narbonne,	Maria J. Narbonne,	3,200	Mobile river,	Spanish warrant	July 2, 1787,	547	Allowed.	B,	11
"	31,	Thomas Bates,	Thomas Bates,	638	Same,	Occupancy,	1797,	551	Allowed.	B,	10
"	31,	Hardy Wootton,	William Hunt,	615	Sunflower creek,	Spanish warrant	May 14, 1787,	553	Allowed.	B,	12
"	31,	Ringa L. Juzant,	Peter Juzant,	1,134	Mobile river,	Pre-emption,	Mar. 3, 1803,	553	Withdrawn.	B,	12
"	31,	William and J. Pierce,	William and J. Pierce,	57	Tombigbee,	Same,	Mar. 3, 1803,	553	Not in time.	B,	12
"	30,	Edward Lloyd Waites,	John Baker,	480	Waters of Tombigbee,	Same,	-	553	Not in time.	B,	12
"	31,	John B. Tremier,	John B. Tremier,	1,000	Mobile river,	Spanish warrant	Oct. 14, 1793,	553	Allowed.	B,	11
"	31,	Simon Andrey,	Simon Andrey,	48	Same,	Same,	Feb. 3, 1793,	553	Allowed.	B,	11
"	30,	Benjamin King,	William Jackson,	350	Tombigbee,	Same,	-	553	Rejected.	B,	11
"	30,	Thomas Malone,	John Arnot,	480	Same,	Same,	July 2, 1787,	553	Allowed.	B,	11

CLAIMS PRESENTED EAST OF TOMBIGBEE.

1804.	1	James Carpenter, heir at law, &c.	Richard, Caleb, and Joseph Carpenter.	1,000	Alabama river,	British patent,	July 22, 1769,	Vol. 1,	1	Allowed,	A,	1
March	10,	Nicholas Weeks,	Dominique D'Olive,	1,199 ⁹ / ₁₆	Mobile river,	Spanish warrant	Dec. 26, 1794,	6	Allowed.	Allowed.	Withdrawn by the claimant.	
"	19,	Same,	Same,	1,199	Same,	Same,	Jan. 27, 1787,	10	Rejected.	Rejected.	Rejected.	
"	19,	Otto V. T. Barbette,	Peter De Forge,	520	Tensasaw river,	Lease & release,	Nov. 1, 1768,	13	Rejected.	Rejected.	Rejected.	
"	19,	Same,	Francis Deran,	542	Same,	Mesne conveyance	Jan. 11, 1764,	24	Rejected.	Rejected.	Rejected.	
"	19,	Joseph Thompson,	Adam Hollinger,	730	Alabama,	Spanish warrant	Oct. 22, 1787,	30	Allowed.	Allowed.	Allowed.	
"	19,	Samuel Mims,	Samuel Mims,	982	Same,	Same,	Feb. 21, 1787,	34	Withdrawn by the claimant.	Withdrawn by the claimant.	Withdrawn by the claimant.	
"	19,	Heirs of W. Powell,	William Powell,	800	Tombigbee,	Same,	June 10, 1795,	36	Not received, as being on Indian land.	Not received, as being on Indian land.	Not received, as being on Indian land.	
"	19,	Geral Byrme,	Peter Beverest,	-	Tensasaw river,	Bill of sale,	June 12, 1795,	39	Do. as being within southern boundary.	Do. as being within southern boundary.	Do. as being within southern boundary.	

N.—Continued.

Notice.		Claim.				Title.			Commissioners' decision.			
When presented.	No.	By whom claimed.	Name of original grantee or claimant.	Quantity claimed in acres or arpents.	Situation.	Whence derived.	Date of patent, order of survey, or settlement.	Recorded.	What.	Entered in register.		When allowed under different titles.
										Under what title allowed.	Entered in register.	
1804. March	10	John B. Trenier,	John B. Trenier,	1,000	Tombigbee,	Spanish warrant	Oct. 14, 1793, P. 15.	Page vol. 2, p. 15.	Allowed—see Reg't, p. 23, No. 192.			
"	11	Simeon Andry,	Simeon Andry,	48	Same,	Same,	Feb. 2, 1793, P. 15.	vol. 2, p. 15.	Allowed—see Reg't, p. 23, No. 193.	B,	11	
"	12	Heirs of J. Linder, jr.	John Linder, jr.	800	Alabama,	Same,	May 2, 1788, Oct. 22, 1787,	Vol. 1, p. 53	Not rec'd. on Indian land.	B,	11	
"	20	Hardy Perry,	Hardy Perry,	800	Tombigbee,	Same,	Feb. 9, 1788, Jan. 14, 1790,	55	Same.			
"	21	Anthony Espaho,	John Turnbull,	800	Same,	Same,	Jan. 30, 1795,	58	Rejected.	B,	2	
"	21	Adam Hollinger,	Adam Hollinger,	1,000	Same,	Same,	Jan. 30, 1795,	58	Allowed.	B,	19	
"	20	Narc. Broutin,	Narc. Broutin,	800	Alabama,	Same,	Jan. 10, 1794,	66	Allowed.			
"	20	Same,	Same,	400	Tombigbee,	Same,	Sep. 14, 1787,	72	Withdrawn.			
"	23	Thomas Bates, jr.	Thomas Bates, jr.	640	Same,	Occupancy,	Sep. 14, 1787,	72	Rejected.			
"	26	Richard Turvin,	Richard Turvin,	640	Same,	Same,	Feb. 9, 1788, Jan. 14, 1790,	74	Rejected.			
"	26	Heirs of Mich. Melton,	Mich. Melton,	611	Tensas lake,	Same,	Feb. 9, 1788, Jan. 14, 1790,	74	Allowed.	B,	19	
"	19	John Johnson,	John Johnson,	800	Tombigbee,	Spanish warrant	June 10, 1796,	83	Not received.			
"	26	James Mills,	John Linder, sen.	299	Alabama,	Same,	June 10, 1796,	83	Indian land.			
"	26	Lemuel Henry,	Same,	491	Same,	Same,	June 3, 1788, June 3, 1788,	85	Allowed.	B,	12	
"	19	William Buford,	Conrad Selhoof,	800	Same,	Same,	June 3, 1788, June 3, 1788,	85	Allowed.	B,	19	
"	23	Joseph Bates, sen.	Joseph Bates, sen.	1,000	Tombigbee,	Same,	Aug. 18, 1796,	95	Allowed.	B,	2	
"	23	Petaga L. Juzan,	Peter Juzan,	558	Mobile river,	Same,	Aug. 18, 1796,	95	Allowed.	B,	2	
"	23	Georgie Weekly,	Mich. Skipper,	161	Alabama,	Same,	Feb. 9, 1788, Feb. 9, 1788,	99	Withdrawn.			
"	23	John Trouillet,	John Trouillet,	639	Mobile river,	Same,	Feb. 9, 1788, Feb. 9, 1788,	99	Allowed.	B,	2	
"	26	John Mills,	John Mills,	355	Alabama,	Occupancy,	Feb. 9, 1788, Feb. 9, 1788,	102	Rejected.	B,	2	
"	31	Jeni. Stedham,	Jeni. Stedham,	133	Same,	Same,	Feb. 9, 1788, Feb. 9, 1788,	106	Allowed.	B,	10	
"	26	Jeremiah Phillips,	Jeremiah Phillips,	322	Same,	Same,	Feb. 9, 1788, Feb. 9, 1788,	106	Rejected.			
"	26	Benj. Hovan,	Benj. Hovan,	566	Same,	Same,	Feb. 9, 1788, Feb. 9, 1788,	107	Withdrawn.			
"	26	Moses Stedham,	Moses Stedham,	640	Pine-log creek,	Same,	Feb. 9, 1788, Feb. 9, 1788,	107	Allowed.	B,	2	
"	26	Thomas Malone,	Thomas Malone,	640	Same,	Same,	Feb. 9, 1788, Feb. 9, 1788,	108	Allowed.	B,	19	
"	26	Same,	Same,	Same,	Tombigbee,	Spanish warrant	Feb. 9, 1788, Feb. 9, 1788,	109	Not received.			
"	26	Same,	Same,	Same,	Same,	Same,	Feb. 9, 1788, Feb. 9, 1788,	109	as being on Indian land.			
"	27	Jesse Ross,	Abram Walker,	630	Hollow creek,	Occupancy,	1797,	110	Allowed.			
"	27	John Randon,	John Randon,	301	Alabama,	Same,	1797,	111	Allowed.	B,	10	
"	27	Frs. Killingsworth,	William Mills,	640	Pine-log creek,	Same,	1797,	111	Allowed.	B,	11	
"	27	Geo. Phillips,	Geo. Phillips,	632	Major's creek,	Same,	1797,	113	Allowed.	B,	11	
"	27	Corn. Dunn,	Corn. Dunn,	251	Hollow creek,	Pre-emption,	Mar. 3, 1803,	114	Allowed.	D,	4	

"	27,	Josiah Fletcher,	J. Fletcher,	601	Alabama,	Occupancy,	1797,	115	Allowed,	B,	11
"	27,	James Randon,	J. Randon,	630	Hollow creek,	Same,	1797,	115	Rejected,	B,	10
"	28,	Jos. Stegins,	Jos. Stegins,	635	Tensaw lake,	Same,	1797,	116	Allowed,	B,	10
"	28,	Jordon Proctor,	Jordon Proctor,	634	Same,	Same,	1797,	116	Rejected,	B,	11
"	28,	Richard Coleman,	Richard Coleman,	634	Same,	Same,	1797,	117	Allowed,	B,	10
"	28,	Reuben Dyer,	Reuben Dyer,	640	Tensaw river,	Same,	1797,	118	Allowed,	B,	12
"	28,	Jas. Cochran,	Samuel Lyons,	640	Tensaw lake,	Same,	1797,	119	Allowed,	B,	10
"	28,	Simeon Wells,	Jas. Proctor,	636	Lawrence creek,	Same,	1797,	120	Rejected,	B,	2
"	31,	Heirs of Val. Du Broca,	Valentine Du Broca,	640	Mobile river,	Same,	1797,	120	Allowed,	B,	2
"	31,	John Weekly,	James Farr,	636	Tensaw lake,	Same,	1797,	121	Rejected,	B,	2
"	31,	William Collins,	Charles Conway,	640	Red Hill creek,	Same,	1797,	122	Allowed,	B,	11
"	31,	George Weekly,	George Weekly,	640	Siedham's lake,	Same,	1797,	123	Rejected,	B,	13
"	31,	Francis Steele,	Same,	640	Major's creek,	Same,	1797,	123	Allowed,	B,	13
"	31,	William Buford,	Francis Steele,	640	Tensaw lake,	Same,	1797,	124	Allowed,	B,	13
"	31,	William Webster,	William Webster,	800	Red Hill creek,	Same,	1797,	124	Not received,	B,	13
"	31,	Young Gains,	Young Gains,	800	Tombigbee,	Same,	1797,	124	as being on Indian land.	B,	10
"	31,	Samuel Friend,	Samuel Friend,	640	Pine-log creek,	Occupancy,	1797,	125	Allowed,	B,	10
"	31,	William Shields,	William Shields,	632	Alabama river,	Same,	1797,	125	Rejected,	B,	10
"	31,	William H. Buford,	Glode Rasby,	640	Major's creek,	Same,	1797,	126	Withdrawn by the claimant,	B,	10
"	31,	John Baker,	John Baker,	-	Tombigbee,	Spanish warrant	June 10, 1795,	126	Not received,	B,	10
"	31,	John Trouillet,	John Trouillet,	640	Mobile,	Occupancy,	1797,	127	Rejected,	B,	10
"	31,	William Weekly,	William Weekly,	139, 2	Waters of Alabama,	Pre-emption,	March 3, 1803,	127	Allowed,	B,	10
"	31,	Jos. Lawrence,	Jos. Lawrence,	800	Tombigbee,	Occupancy,	1797,	128	Not received,	B,	10
April	14,	James Callier,	James Callier,	320	Mobile river,	Pre-emption,	March 3, 1803,	128	Withdrawn by the claimant.	B,	11
March	31,	Jos. Campbell,	Aug. & Louisa Rochon,	2,377	Same,	2 Span. warrants	March 9, 1794,	129	Allowed,	B,	11
"	31,	Samuel Mims,	William Clark,	174	Alabama,	British patent,	Aug. 6, 1778,	130	Rejected,	B,	11
"	31,	Same,	Same,	350	Same,	Same,	" 1778,	136	Rejected,	B,	11
"	31,	Heirs of P. De Forge,	Peter De Forge,	108	Waters of Tensaw river,	Same,	" 1778,	136	Rejected,	B,	11
"	31,	Same,	Same,	250	Tensaw river,	Same,	April 16, 1773,	141	Rejected,	B,	11
April	4,	Theodore Gilliard,	Allen Grant,	100	Briar creek,	Same,	Oct. 13, 1773,	146	Not rec'd, as being within the southern boundary.	B,	11
"	4,	George Burdon,	George Burdon,	360	Escambia river,	Same,	Jan. 29, 1780,	166	Same.	B,	2
"	4,	Theodore Gilliard,	Jos. Lamb,	300	Same,	Same,	May 2, 1773,	172	Same.	B,	2
"	4,	George Burdon,	George Burdon,	800	Briar creek,	Same,	Aug. 17, 1773,	183	Rejected.	B,	2
"	4,	Same,	Same,	200	Same,	Same,	" 1773,	189	Rejected.	B,	2
"	4,	Theodore Gilliard,	Francis Lewis,	300	Escambia,	Same,	June 16, 1777,	191	Not rec'd, as being within south boundary	B,	2
"	4,	Charles Ward,	Charles Ward,	500	Same,	Same,	March 2, 1779,	206	Not rec'd, as being within south boundary	B,	2
"	4,	Same,	Same,	500	Same,	Same,	March, 1779,	212	Not rec'd, as being within south boundary	B,	2
1805.	30,	Jos. Thompson,	Jos. Thompson,	640	Hollow creek,	Occupancy,	1797,	223	Allowed,	B,	2
April	30,	William J. Pierce,	Francis Ballard,	640	Alabama,	Same,	1797,	224	Rejected.	B,	2
"	30,	Nath. Christinas,	Mich'l Hartley,	640	Tombigbee,	Same,	1797,	227	Allowed,	B,	2
"	30,	James Callier,	Joseph Campbell,	640	Mobile river,	Same,	1797,	228	Allowed,	B,	2

N.—Continued.

Notice.			Claim.			Title.			Commissioners' decision.		
When presented.	No.	By whom claimed.	Name of the original grantee or claimant.	Quantity claimed in acres or arpents.	Situation.	Whence derived:	Date of patent, order of survey, or settlement.	Recorded.	What.	Entered in register.	When allowed under different titles.
								Vol. 1.		Under what title allowed.	Entered in register.
								Page.	Letter.	Page.	Let'r Page.
1805. April 30,	82	William John Pierce,	Jeremiah Phillips,	640	Alabama river,	Occupancy,	March, 1797,	229	Allowed,	B,	
1804. June 11,	83	Joseph Stiggins,	John Johnson,	800	Tensaw lake,	Spanish warrant,	Feb. 9, 1788,	232	Allowed,	B,	
" 11,	84	Benjamin Few,	Benjamin Few,	640	Mobile river,	Pre-emption,	March 3, 1803,	236	Rejected.	2	
1805. April 30,	85	Samuel Mims,	Samuel Mims,	640	Alabama,	Occupancy,	1797,	237	Allowed,	D,	
" 27,	86	Samuel Henry,	M. Hartley,	640	Tombigbee,	Same,	1797,	239	Rejected.		
" 30,	87	Nath. Christmas,	Nath. Christmas,	160	Same,	Pre-emption,	March 3, 1803,	242	Rejected.		
1804. June 11,	88	John Milliken,	William Cannon,	-	Alabama,	Same,	-	243	Withdrawn by the claimant.		
" 1,	89	Abijah Hunt,	Aug. Rochon,	1,000	Mobile,	Deed of conveyance,	Dec. 16, 1801,	243	Rejected.		
1805. April 30,	90	Heirs of Alexander McCullagh.	Thomas Underwood,	500	Alabama,	Same,	Jan. 1, 1779,	246	Rejected.		

MISSISSIPPI TERRITORY, *Washington County:*FORT STODDERT, *Thursday, February 2, 1804.*

Be it remembered that, in pursuance of an act of the seventh Congress of the United States, passed on the third of March, one thousand eight hundred and three, entitled, "An act regulating the grants of land, and providing for the disposal of the lands of the United States south of the State of Tennessee," and in virtue of commissions, by Thomas Jefferson, President of the United States, to Ephraim Kirby, and Robert Carter Nicholas, to wit:

THOMAS JEFFERSON, *President of the United States of America: To all who shall see these presents, greeting:*

Know ye, that, reposing special trust and confidence, in the integrity, diligence, and discretion of Ephraim Kirby, of Connecticut, and Robert Carter Nicholas, of Kentucky, I do appoint them commissioners of the United States in Washington county, in the Mississippi territory, for the purpose of ascertaining the rights of persons claiming lands in the said territory east of Pearl river, in pursuance of the articles of agreement and cession between the United States and Georgia, of the three first sections of the act of Congress, entitled, "An act regulating the grants of land, and providing for the disposal of the lands of the United States south of the State of Tennessee;" and do authorize and empower them to execute and fulfil the duties of their respective offices, according to law: and to have and to hold the same, with all the rights and emoluments thereunto legally appertaining unto them, the said Ephraim Kirby, and Robert Carter Nicholas, during the pleasure of the President of the United States for the time being, as to both or either of them.

In testimony whereof, I have caused these letters to be made patent, and the seal of the United States to be hereunto affixed.

Given under my hand, at the city of Washington, the twelfth day of July, in the year of our Lord one thousand eight hundred and three, and of the Independence of the United States of America the twenty-eighth.

By the President:

THOMAS JEFFERSON.

JAMES MADISON, *Secretary of State.*

Who, in conformity thereto, severally took and subscribed the following oath, to wit:

I, Ephraim Kirby, do solemnly swear that I will impartially exercise and discharge the duties imposed upon me, by an act of Congress, entitled, "An act regulating the grants of land, and providing for the disposal of the lands of the United States south of the State of Tennessee," to the best of my skill and judgment.

EPHRAIM KIRBY.

Sworn, and subscribed before me, Andrew Richardson, a Justice of the Peace for the county Alleghany in the commonwealth of Pennsylvania, in due form, at Pittsburg, this seventeenth day of October, in the year of our Lord one thousand eight hundred and three.

ANDREW RICHARDSON.

PENNSYLVANIA, *Alleghany County, to wit:*

I, Tarlton Bates, prothonotary of the Court of Common Pleas for the said county, do hereby certify that the above is the proper signature of Andrew Richardson; that the said Andrew Richardson is one of the commonwealth's Justices of the Peace in and for the said county, duly appointed, commissioned, and acting; and that full and entire faith and credit are and ought to be given to all his acts as such.

In testimony of which I have hereto set my hand, and the seal of the said court, at Pittsburg, this [L. S.] seventeenth day of October, in the twenty-eighth year of Independence, in the year of our Lord one thousand eight hundred and three.

T. BATES.

I, Robert Carter Nicholas, do solemnly swear that I will impartially exercise and discharge the duties imposed upon me by an act of Congress, entitled, "An act regulating the grants of land, and providing for the disposal of the lands of the United States south of the State of Tennessee," to the best of my skill and judgment.

ROBERT C. NICHOLAS.

Subscribed, and sworn before me, James Caller, a Justice of the Peace for the county of Washington, in the Mississippi territory, in due form, at Fort Stoddert, in said county, this first day of February, in the year of our Lord one thousand eight hundred and four.

JAMES CALLER, *J. P.*"

And also, in pursuance of a commission to Joseph Chambers, by the President of the United States, as follows to wit:

THOMAS JEFFERSON, *President of the United States of America: To all who shall see these presents, greeting:*

Know ye, that, reposing special trust and confidence in the integrity, diligence, and discretion of Joseph Chambers, of the Mississippi territory, I do appoint him Register of the Land Office of the United States in the county of Washington, in the Mississippi territory, for the lands lying east of Pearl river; and do authorize him to execute and fulfil the duties of that office according to law; and to have and to hold the said office, with all the rights and emoluments thereunto legally appertaining unto him, the said Joseph Chambers, during the pleasure of the President of the United States for the time being, and until the end of the next session of the Senate of the United States, and no longer.

In testimony whereof, I have caused these letters to be made patent, and the seal of the United States to be hereunto affixed.

Given under my hand, at the city of Washington, the twelfth day of July, in the year of our Lord [L. S.] one thousand eight hundred and three; and of the Independence of the United States of America the twenty-eighth.

By the President:

THOMAS JEFFERSON.

JAMES MADISON, *Secretary of State.*

Who also took and subscribed the following oath, to wit: I, Joseph Chambers, do solemnly swear that I will impartially exercise and discharge the duties imposed upon me, by an act of Congress, entitled, "An act regulating the grants of land, and providing for the disposal of the lands of the United States south of the State of Tennessee," to the best of my skill and judgment.

JOSEPH CHAMBERS.

Subscribed and sworn before me, James Caller, a Justice of the Peace for the county of Washington, Mississippi territory, in due form, at Fort Stoddert, this second day of February, in the year of our Lord one thousand eight hundred and four.

JAMES CALLER, *J. P.*

The said Ephraim Kirby, Robert Carter Nicholas, and Joseph Chambers, met and formed the Board, and the Board then proceeded to the choice of a clerk; whereupon, David Parmelee 2d was unanimously appointed, who being notified of his appointment, accepted the same, and appeared, took and subscribed the oath required by law, to wit:

I, David Parmelee 2d, do solemnly swear, that I will truly and faithfully enter and record all minutes, proceedings, and decisions of the Board of Commissioners for the county of Washington, appointed under, and by virtue of an act of the United States, entitled "An act regulating the grants, and providing for the disposal of the lands of the United States south of the State of Tennessee," and will and faithfully do and perform all other acts and things in said act pointed out as the duty of a clerk of the said Board.

DAVID PARMELEE 2d.

Sworn, and subscribed in presence of the Board of Commissioners, February 2, 1804.

Test: EPHRAIM KIRBY.
One of the commissioners.

The Board then adjourned until Friday, the 4th instant.

FRIDAY, February 3, 1804.

The Board met according to adjournment. Present: Ephraim Kirby, Robert C. Nicholas, Joseph Chambers.

Proceeded to the adoption of certain rules and regulations, for conducting the business which might come before them; which rules were ordered to be published and posted up in some conspicuous places by the clerk, for the information of all concerned.

The Board then adjourned until Saturday, the 4th instant.

SATURDAY, February 4, 1804.

The Board met according to adjournment. Present: Ephraim Kirby, Robert C. Nicholas, Joseph Chambers. Adjourned until Monday, the 6th instant.

MONDAY, February 6, 1804.

The Board met according to adjournment. Present: Ephraim Kirby, Robert C. Nicholas, Joseph Chambers. Adjourned until Tuesday, the 7th instant.

TUESDAY, February 7, 1804.

The Board met according to adjournment. Present: Ephraim Kirby, Robert C. Nicholas, Joseph Chambers. Adjourned until Wednesday, the 8th instant.

WEDNESDAY, February 8, 1804.

The Board met according to adjournment. Present: Ephraim Kirby, Robert C. Nicholas, Joseph Chambers. Adjourned until Thursday, the 9th instant.

THURSDAY, February 9, 1804.

The Board met according to adjournment. Present: Ephraim Kirby, Robert C. Nicholas, Joseph Chambers. Adjourned until Friday, the 10th instant.

FRIDAY, February 10, 1804.

The Board met according to adjournment. Present: Ephraim Kirby, Robert C. Nicholas, Joseph Chambers. Adjourned until Saturday, the 11th instant.

SATURDAY, February 11, 1804.

The Board met according to adjournment. Present: Ephraim Kirby, Robert C. Nicholas. Adjourned until Monday, the 13th instant.

MONDAY, February 13, 1804.

The Board met according to adjournment. Present: Ephraim Kirby, Robert C. Nicholas.

ISAAC RYAN's case, No. 1 on the docket of the Board, and No. 4 on the books of the Register.

Claim.—A donation of six hundred and thirty-five acres, under the second section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the following words and figures, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the third day of March, 1803, for receiving and adjusting the claim to lands south of Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situated on the waters of Bassett's creek, bounded as follows: beginning at a black gum, south, eighty-six degrees west, thirty-three chains; south, twenty-two degrees west, thirty-two chains; south, fifty-eight degrees east, eighty chains; north, fifty-three degrees east, fifty chains, to a gum; north, seven degrees west, seventy chains; to a beach on the side of Bassett's creek; thence to the beginning; containing six hundred thirty-five acres, having such forms and marks, natural and artificial, as are fully represented in the plot annexed; which said tract of land is claimed under and in virtue of the second section of the aforesaid act of Congress as a donation, and is now exhibited unto the Register of the Land Office established east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to the copy of the plot* hereunto annexed.

ISAAC RYAN.

[Plot omitted.]

FEBRUARY 13, 1804.

Entered in record of claims, vol. 1, page 20, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

Francis Boykin, of the county of Washington, in the Mississippi territory, of lawful age, was produced as a witness in support of this claim, and, being duly sworn before the Board, did depose, that he had lived within the county of Washington aforesaid thirteen years, and had been acquainted with Isaac Ryan, the present claimant, since the year 1795, and knew that, in the spring of the year 1797, and ever since, the said Ryan had lived on the lands by him claimed, lying on Bassett's creek, and that he had, from that time to the present, continued to occupy and cultivate the same; and that the said Ryan was in the year 1797, the head of a family; and this witness further deposed, that, to the best of his knowledge and belief, the lands described in the claimant's plot or survey now exhibited, are not claimed by virtue of any British or Spanish grant, or order, or warrant of survey.

The Board ordered that the case be postponed for consideration, and then adjourned until Tuesday the 14th instant.

TUESDAY, February 14, 1804.

The Board met according to adjournment. Present: Ephraim Kirby, Robert C. Nicholas. Adjourned until Wednesday, the 15th instant.

WEDNESDAY, February 15, 1804.

The Board met according to adjournment. Present: Ephraim Kirby, Robert C. Nicholas. Adjourned until Thursday, the 16th instant.

THURSDAY, February 16, 1804.

The Board met according to adjournment. Present: Ephraim Kirby, Robert C. Nicholas. Adjourned until Friday, the 17th instant.

FRIDAY, February 17, 1804.

The Board met according to adjournment. Present: Ephraim Kirby, Robert C. Nicholas. Adjourned until Saturday, the 18th instant.

* This plot, and all those following on this subject, have been omitted in printing, the tracts being already sufficiently described in the notices filed by the claimants.

SATURDAY, February 18, 1804.

The Board met according to adjournment. Present: Ephraim Kirby, Robert C. Nicholas.
Adjourned until Monday, the 20th instant.

MONDAY, February 20, 1804.

The Board met according to adjournment. Present: Ephraim Kirby, Robert C. Nicholas.
Adjourned until Tuesday, the 21st instant.

TUESDAY, February 21, 1804.

The Board met according to adjournment. Present: Ephraim Kirby, Robert C. Nicholas.
Adjourned until Wednesday, the 22d instant.

WEDNESDAY, February 22, 1804.

The Board met according to adjournment. Present: Ephraim Kirby, Robert C. Nicholas.
Adjourned until Thursday, the 23d instant.

THURSDAY, February 23, 1804.

The Board met according to adjournment. Present: Ephraim Kirby, Robert C. Nicholas.
Adjourned until Friday, the 24th instant.

FRIDAY, February 24, 1804.

The Board met according to adjournment. Present: Ephraim Kirby, Robert C. Nicholas.
Adjourned until Saturday, the 25th instant.

SATURDAY, February 25, 1804.

The Board met according to adjournment. Present: Ephraim Kirby, Robert C. Nicholas.
Adjourned until Monday, the 27th instant.

MONDAY, February 27, 1804.

The Board met according to adjournment. Present: Ephraim Kirby, Robert C. Nicholas.
Adjourned until Tuesday, the 28th instant.

TUESDAY, February 28, 1804.

The Board met according to adjournment. Present: Ephraim Kirby, Robert C. Nicholas.

JAMES MORGAN's case, No. 2 on the docket of the Board, and No. 5 on the books of the Register.

Claim.—A right of pre-emption of three hundred and twenty acres and five-eighths of an acre, under the third section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the following words and figures, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting the claims of lands south of Tennessee and east of Pearl river.

Please to take notice, that the following tract of land, situated on the waters of House's mill creek, beginning at a lightwood stake, and running north, sixteen and a half degrees east, one hundred and ninety poles, to a stake and pine; thence, north, seventy-three and a half degrees west, two hundred and seventy poles, to a small post oak; thence, south, sixteen and a half degrees west, one hundred and ninety poles, to a pine; thence, in a direct line to the beginning; containing three hundred and twenty acres and five-eighths of an acre, having such marks, natural and artificial, as are fully represented in the plot annexed; which is claimed under and by virtue of the third section of the said act of Congress as a pre-emption, and is now exhibited to the Register of the Land Office east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to the copy of the plot hereto annexed.

JAMES MORGAN,

Legal representative of John Burney.

[Plot omitted.]

Surveyed for James Morgan a tract of land containing three hundred and twenty and five-eighths acres, lying in Washington county, on one of the head branches of House's mill creek, beginning at a lightwood stake near the branch, and runs north, sixteen and a half degrees east, one hundred and ninety poles, to a stake and pine corner; thence, north, seventy-three and a half degrees west, two hundred and seventy poles, to a small post oak corner; thence, south, sixteen and a half degrees west, one hundred and ninety poles, across the branch, to a pine corner; from thence, a direct line to the place of beginning. Surveyed 1st February, 1804, by J. Malone.

Entered in record of claims, vol. 1, page 21, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

In support of the right of representation, the said James Morgan produced a deed of conveyance from John Burney, bearing date the 4th day of December, 1803, duly executed, assigning, relinquishing, and conveying to the said James Morgan all the said Burney's right and claim to the land described.

Edward Lloyd Wailes, of the county of Washington, in the Mississippi territory, was produced as a witness, and, being duly sworn before the Board, did depose, that John Burney, the person on whose right the present claimant appears, did, on the 3d day of March last, inhabit and cultivate the land now claimed by the said Morgan, as his legal representative; and that the said Burney was at that time the head of a family, and that he had heard and believed that the said James Morgan, since he purchased the said right or improvement of the said Burney, had resided, and still did reside, on the premises; and that he had no knowledge that the same land was claimed by virtue of any British or Spanish grant, warrant, or order of survey.

The Board ordered that the case be postponed for consideration.

WILLIAM MORGAN's case, No. 3 on the docket of the Board, and No. 8 on the books of the Register.

Claim.—A right of pre-emption of three hundred and nineteen acres, and nine-fortieths of an acre, under the third section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the following words and figures, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting the claims of lands south of Tennessee and east of Pearl river.

WASHINGTON COUNTY, February 26, 1804.

Please to take notice, that the following tract of land, situated on the waters of Bassett's creek, in Washington county, beginning at a small pine, and running south, sixty and a half degrees west, two hundred and twenty-six poles, to a small black jack corner; thence, south, twenty-seven and a half degrees east, two hundred and twenty-six poles, to a light-wood stake corner; thence, north, sixty and a half degrees east, two hundred and twenty-six poles, to a post oak corner; thence, in a direct line to the place of beginning; containing three hundred and nineteen acres and nine-fortieths of an acre: having such marks, natural and artificial, as are represented in the plot annexed, which is claimed under and by virtue of the third section of the said act of Congress as a pre-emption, and now exhibited to the Register of the Land Office east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to the copy of the plot herewith annexed.

WILLIAM MORGAN.

[Plot omitted.]

Surveyed for William Morgan a tract of land, containing three hundred and nineteen and nine-fortieths acres, lying in the county of Washington, on a branch of Bassett's creek. Beginning at a small pine, running south sixty and a half degrees, west two hundred and twenty-six polls, to a small black jack corner; thence, south twenty-seven and a half degrees, east two hundred and twenty-six polls, to a light wood stake corner; thence, north sixty and a half degrees, east two hundred and twenty-six polls, to a post-oak and two pines, marked as corner trees; thence, a direct line to the beginning. Surveyed 30th January, 1804, by J. Malone.

Entered in the record of claims, vol. 1, page 38, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

James Morgan, of the county of Washington, in the Mississippi territory, was produced as a witness, and being duly sworn before the Board, did depose, that William Morgan, the present claimant, did, on the 3d day of March last, inhabit and cultivate the lands now by him claimed, and still continues to inhabit and cultivate the same; and that the said William was at that time the head of a family, and that, to the best of his knowledge and belief, the said land was not claimed by virtue of any British or Spanish grant, orders, or warrants of survey, or elder possession than that of the said William.

The Board ordered that the case be postponed for consideration, and adjourned until Wednesday, the 29th instant.

WEDNESDAY, February 29, 1804.

The Board met according to adjournment. Present: Ephraim Kirby, Robert C. Nicholas.
Adjourned until Thursday, the 1st day of March next.

THURSDAY, March 1, 1804.

The Board met according to adjournment. Present: Ephraim Kirby, Robert C. Nicholas.
Adjourned until Friday, the 2d instant.

FRIDAY, March 2, 1804.

The Board met according to adjournment. Present: Ephraim Kirby, Robert C. Nicholas.
Adjourned until Saturday, the 3d instant.

SATURDAY, March 3, 1804.

The Board met according to adjournment. Present: Ephraim Kirby, Robert C. Nicholas, Joseph Chambers.

NATHAN BLACKWELL's case, No. 4 on the docket of the Board, and No. 14 on the books of the Register.

Claim—A donation of six hundred and forty acres, under the second section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the following words and figures, to wit:

To the Commissioners appointed in pursuance of the act of Congress, passed the 3d day of March, 1803, for receiving and adjusting the claims to lands south of Tennessee and east of Pearl river.

Please to take notice, that the following tract of land, situated on the waters of Tombigbee, in the county of Washington, beginning at a yellow leaf sapling, running north, sixty-seven degrees west, ninety chains, to a red oak corner; thence, north, twenty-three degrees east, seventy-one chains, to a stake; thence, south, sixty-seven degrees east, twenty-five chains, to the first lake; thence, thirty-five chains, to the corner and sweet gum; thence, south, twenty degrees east, sixty chains, to a stake; thence, south, forty-two degrees west, twenty-seven chains, to the beginning; containing six hundred and forty acres, having such forms and marks, both natural and artificial, as are fully represented in the plot annexed; which said tract of land is claimed by Nathan Blackwell, in and by virtue of the second section of the said act, as a donation, and is now exhibited to the Register of the Land Office east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to a copy of the plot herewith filed.

NATHAN BLACKWELL.

MARCH 3, 1804.

[Plot omitted.]

Surveyed six hundred and forty acres of land, for Nathan Blackwell, of Washington county, Mississippi territory, under a donation claim, beginning at a yellow leaf sapling, running north, sixty-seven degrees west, ninety chains, to red oak corner; thence, north, twenty-three degrees east, seventy-one chains, to a stake; thence, south, sixty-seven degrees east, twenty-five chains, to the first lake; thence, thirty-five chains to the corner and sweet gum; thence, south, twenty degrees east, sixty chains, to a stake; south, thence, forty-two degrees west, twenty-seven chains, to the beginning.

WILLIAM GILLIAM.

FEBRUARY 18, 1804.

Entered in record of claims vol. 1, page 44, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

Adam Hollinger, of the county Washington, in the Mississippi territory, was produced as a witness, and, being duly sworn before the Board, did depose, that Nathan Blackwell, the present claimant, was in possession of the land now claimed in the year 1795, and has continued to inhabit and cultivate the same ever since; and that he was also at that time the head of a family, and of full age.

Young Gains, of the county of Washington, in the Mississippi territory, was also produced as a witness, and, being duly sworn before the Board, depose, that Nathan Blackwell did inhabit and cultivate the tract of land, represented by the plot annexed to his notice now presented to the Board of Commissioners, previous to the 27th of October, 1797, and had continued to inhabit and cultivate the same ever since; and that he was at that time the head of a family, and of full age. He also said that he did not know that the land claimed by said Blackwell is claimed by any British or Spanish grant, warrant, or order of survey, except a small part by Francis Boykin, under a Spanish warrant of survey, as he believed.

The Board ordered that the case be postponed for consideration; then adjourned until Monday, the 5th instant.

MONDAY, March 5, 1804.

The Board met according to adjournment. Present: Ephraim Kirby, Robert C. Nicholas.
Adjourned until Tuesday, the 6th instant.

TUESDAY, March 6, 1804.

The Board met according to adjournment. Present: Ephraim Kirby, Robert C. Nicholas.
Adjourned until Wednesday, the 7th instant.

WEDNESDAY, March 7, 1804.

The Board met according to adjournment. Present: Ephraim Kirby, Robert C. Nicholas.

STERLING DUPREE's case, No. 5 on the docket of the Board, and No. 13 on the books of the Register.

Claim.—The right of representation to four hundred and ninety-five acres, under the second section of the act, as assignee and legal representative of Emanuel Cheney. The claimant presented his claim, together with a surveyor's plot of the land claimed, in the following words and figures, to wit:

To the Commissioners appointed in pursuance of the act of Congress, passed the 3d day of March, 1803, for receiving and adjusting the claims to lands south of Tennessee and east of Pearl river.

Please to take notice, that the following tract of land, situated on the waters of Tombigbee river, in the county of Washington, beginning at a white oak, running south, sixty-four degrees west, twenty chains; thence, south, forty-five degrees west, fifteen chains, to a post oak corner; thence, south, seventy-five degrees west, forty-six chains, to a post oak corner; thence, south, four degrees east, seventy-three chains, to a maple corner; thence, north, fifty-six degrees east, eighty chains, to a stake on the bank of Tombigbee river; thence, up the river to the beginning; containing four hundred and ninety-five acres, having such forms and marks, natural and artificial, as are fully represented in the plot annexed: which said land is claimed by Sterling Dupree, in and by virtue of a donation right derived from Emanuel Cheney, and is now exhibited to the Register of the Land Office, east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to a copy of the plot herewith filed.

STERLING DUPREE.

FEBRUARY 29, 1804.

[Plot omitted.]

The above plot represents a tract of land surveyed for Sterling Dupree, on Nanna Hubba.

Chain bearers, David Dupree and Edmund Smith, sworn.

NATT. CHRISTMAS.

This day, David Dupree and Edmund Smith came before me, and made oath, that they have given a just account of the admeasurement of the above plot to the best of their knowledge.

Given under my hand, this 29th February, 1804.

JAMES CALLER, J. P.

Entered in record of claims, vol. 1, page 42, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

In support of the right of representation, the said Sterling Dupree produced a deed of conveyance from Emanuel Cheney, bearing date the 19th day of July, 1801, duly executed, assigning, relinquishing, and conveying to the said Sterling Dupree all the said Emanuel Cheney's right and claim to the said land, and to the improvements made thereon.

Thomas Bates, of the county of Washington, in the Mississippi territory, was produced as a witness, and, being duly sworn before the Board, deposed, that Emanuel Cheney, in the month of September, 1798, built a house upon the lands now claimed; and in the month of December following, he removed into the house; and in the year following, he commenced the cultivation of the land; that the said Cheney was at that time the head of a family, and had three children; that, about two years after, the said Cheney gave up the possession to Sterling Dupree, who entered into the occupancy of the said house and lands, and has continued in the occupancy of the same until this time; that, to the best of his knowledge, the said lands are not claimed by any English or Spanish grant, order, or warrant of survey.

The Board then ordered that the case be postponed for consideration; and adjourned until Thursday, the 8th instant.

THURSDAY, March 8, 1804.

The Board met according to adjournment. Present: Ephraim Kirby, Robert C. Nicholas.

The Board adjourned until Friday, the 9th instant.

FRIDAY, March 9, 1804.

The Board met according to adjournment. Present: Ephraim Kirby, Robert C. Nicholas.

Adjourned until Saturday, the 10th instant.

SATURDAY, March 10, 1804.

The Board met according to adjournment. Present: Ephraim Kirby, Robert C. Nicholas, Joseph Chambers.

Adjourned until Monday, the 12th instant.

MONDAY, March 12, 1804.

The Board met according to adjournment. Present: Ephraim Kirby, Robert C. Nicholas, Joseph Chambers.

Adjourned until Tuesday, the 13th instant.

TUESDAY, March 13, 1804.

The Board met according to adjournment. Present: Ephraim Kirby, Robert C. Nicholas, Joseph Chambers.

Adjourned until Wednesday, the 14th instant.

WEDNESDAY, March 14, 1804.

The Board met according to adjournment. Present: Ephraim Kirby, Robert C. Nicholas, Joseph Chambers.

JAMES GRIFFIN'S case, No. 6 on the docket of the Board, and No. 9 on the books of the Register.

Claim.—A donation of six hundred and eighteen acres, under the second section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the following words and figures, to wit:

To the Commissioners appointed in pursuance of the act of Congress, passed the 3d day of March, 1803, for receiving and adjusting the claims to lands south of Tennessee and east of Pearl river.

Please to take notice, that the following tract of land, situated on the waters of Smith's creek, in the county of Washington, beginning at a pine stake, and running thence south, fifty degrees east, sixty-eight chains fifty links, to a black oak; thence, south, forty degrees west, ninety chains, to a pine; thence, north, fifty degrees west, sixty-eight chains fifty links, to a stake; thence, north, forty degrees east, ninety chains, to the beginning; containing six hundred and eighteen acres, having such forms and marks, natural and artificial, as are fully represented in the plot annexed: which said tract of land is claimed by James Griffin, in and by virtue of the second section of the said act of Congress as a donation; and is now exhibited to the Register of the Land Office east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to a copy of the plot herewith filed.

JAMES GRIFFIN, his + mark.

FEBRUARY 28, 1804.

[Plot omitted.]

The above plot is truly surveyed and made out by me, Robert Ligon, this 14th day of February, Anno Domini 1804. Beginning at or near the house that Thomas Baker evacuated some days since; beginning on a stake and running south, fifty degrees east; thence, south, forty degrees west; thence, north, fifty degrees west; thence, north, forty degrees east, to the beginning; including in the above lines six hundred and eighteen acres.

Entered in record of claims, vol. 1, page 39, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

John McGrew, senior, of the county of Washington, in the Mississippi territory, was produced as a witness, and, being duly sworn before the Board, deposed, that James Griffin moved, settled upon, and cultivated the land now claimed, and represented by the plot presented to the Board of Commissioners, before the year 1797, and has continued to inhabit and cultivate the same ever since; that he then was, has continued to be, and now is, the head of a family, and of full age.

Question. Do you know whether this land is claimed by any British or Spanish claim?

Answer. I have understood that there is both a British and Spanish claim for this land, but I have never seen either.

Question. Do you know whether James Griffin, the claimant, claims any other lands in this territory in virtue of any British or Spanish title?

Answer. I do not know that he does, but believe that he does not.

Robert Ligon of the county of Washington, in said territory, surveyor, was produced as a witness, and, being duly sworn before the Board, did depose, that the plot of James Griffin's donation claim is a true and correct representation, natural and artificial, of the land claimed; and that the claimant resides within the limits of this claim.

Question. Do you know and believe the chain carriers to be men of credibility?

Answer. I believe they are, but am not well acquainted with them, and cannot therefore answer positively that they are.

The Board ordered that the case be adjourned for consideration.

ELISHA SIMMONS'S case, No. 7 on the docket of the Board, and No. 19 on the books of the Register.

Claim.—A right of pre-emption of four hundred and fifty-four acres, under the third section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the words and figures following, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting claims to lands south of Tennessee and east of Pearl river.

Please to take notice, that the following tract of land, lying on the west side of Tombigbee river, consisting of four hundred and fifty-four acres, is claimed by Elisha Simmons, of Washington county, and Mississippi territory, under and in virtue of an improvement and actual cultivation made previous to, and had and continued on, the third day of March, 1803, to the date hereof; which claim to the aforesaid four hundred and fifty-four acres is now delivered into the Register of the Land Office to be established east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to the plot thereof, herewith filed.

ELISHA SIMMONS.

FEBRUARY 24th, 1804.

[Plot omitted.]

Made out the 9th day of February, 1804, by me, Robert Ligon. Chain carriers, Rolly Green, Reuben West-molan.

Entered in record of claims, vol. 1, page 52, by EDWARD LLOYD WAILES, for
JOSEPH CHAMBERS, Register.

William Rogers, of the county of Washington, in the Mississippi territory, was produced as a witness, and, being duly sworn before the Board, deposed, that Elisha Simmons moved, lived, built a house on the place represented by the plot now presented to the commissioners, in the month of February, 1801, and has lived on the same ever since; and that he had then, and now has, a wife and two children.

Question. Do you know whether this land is claimed by any British or Spanish grants?

Answer. I do not know.

Question. Do you know of any other claims for this land than pre-emptions?

Answer. I do not.

Robert Ligon of said county, surveyor, was produced as a witness, and, being duly sworn before the Board, deposed:

Question. Is the plot now presented by Elisha Simmons, for a claim of pre-emption of four hundred and fifty-four acres of land, a true and correct one of the land thereby represented?

Answer. It is.

Question. Are the chain carriers men of credibility?

Answer. I believe they are.

John McGrew, senior, of the county aforesaid, was also produced as a witness, and, being duly sworn before the Board, deposed, that he believes that the claimant settled and lived on the land claimed about the time mentioned by William Rogers, and has continued on the same ever since; that he is the head of a family, and was so at that time.

Question. Is there any British or Spanish grants for this land?

Answer. There is a Spanish grant in the name of James Frazier, which I believe will be presented.

The Board ordered that the case be postponed for consideration.

WILLIAM ROGERS'S case, No. 8 on the docket of the Board, and No. 25 on the books of the Register.

Claim.—A right of pre-emption of three hundred and eighty-eight acres, under the third section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the following words and figures, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed 3d day of March, 1803, for receiving and adjusting the claims to lands south of the Tennessee and east of Pearl river.

Please to take notice, that the following tract of land, situated on the west side of Tombigbee river, Washington county, butted on said river, and bounded on the southwest by Kirkland's old line, beginning at a sassafras, his old corner, and runs with the old line south, seventy degrees west, fifty-five chains, to a small pine corner; on the northwest, by lands within Kirkland's survey, running north, twenty degrees west, fifty-five chains, to a small yellow leaf and whortleberry corner; on the northeast by said survey, and runs north, seventy degrees east, ninety-two chains fifty links, to a stooping maple on the river bank; and from thence, the meanders of the river to the place of the beginning; having such marks, natural and artificial, as are represented in the plot annexed, containing three hundred and eighty-eight acres; is claimed by William Rogers, under and by virtue of a settlement, bearing date the 7th day of February, 1800, and now exhibited to the Register of the Land Office established east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to the copy of the plot herewith filed.

[Plot omitted.]

Surveyed 17th February, 1804, by J. Malone. Chain carriers, John Cozby, Peter Cartwright. Test: R. Green.
WILLIAM ROGERS, his x mark.

Entered in record of claims, vol. 1, page 72, by EDWARD LLOYD WAILES, for
JOSEPH CHAMBERS, Register.

MISSISSIPPI TERRITORY, Washington County:

MARCH 12th, 1804.

I do hereby certify that Peter Cartwright and William Shaw were sworn before me; that they impartially carried the chain for measuring a tract of land for William Rogers, claimed by virtue of settlement and cultivation, on the 3d of March, 1803.

R. HARWELL, J. P.

Elijah Simmons, of the county of Washington, in the Mississippi territory, was produced as a witness, and, being duly sworn before the Board, deposed, that William Rogers moved, settled, built, and cultivated the land claimed by the plot now presented to the Board, in February, 1800, and has continued to inhabit and cultivate the same ever since; that he was the head of a family and of full age, in the said month of February, 1800, and is at this time the head of a family.

Question. Do you know whether there is any British, Spanish, or donation claim for this land?

Answer. I do not know of any.

John McGrew, senior, of said county, was also produced as a witness, and, being duly sworn before the Board, deposed, that William Rogers moved, settled, built, and cultivated the land claimed and represented by the plot now presented to the Board, in February, 1800, and has continued to inhabit and cultivate the same ever since; and that he was the head of a family and of full age in the said month of February, 1800, and is at this time the head of a family.

Question. Do you know of any British or Spanish grant, or warrant, order of survey, or claim of donation for this land?

Answer. I have understood, and believe, that there are both a British and Spanish claim for this land, but I have never seen either.

The Board ordered that the case be postponed for consideration.

MATTHEW SHAW's case, No. 9 on the docket of the Board, and No. 32 on the books of the Register.

Claim.—A right of pre-emption of three hundred and thirty-three acres, two roods, and twenty-two poles, under the third section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the words following and figures, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed 3d day of March, 1803, for receiving and adjusting the claims to lands south of the Tennessee and east of Pearl river.

Please to take notice, that the following tract of land, situated on the west side of Tombigbee, butted on said river, bounded on the southwest by George Robbins and vacant land, on the southeast by vacant land, and on the northeast by vacant land and William Rogers; beginning on a hackberry on the river bank, and runs with Robbins's line south, sixty degrees west, fifty-nine chains fifty links, to a sweet gum corner; thence, south, eighty-one degrees west, fifty chains fifty links, to a hickory corner; thence, south, forty-two degrees west, eight chains, to a pine corner; thence, south, thirty degrees east, thirty-two chains, to a small pine corner; thence, north, seventy degrees east, thirteen chains fifty links, to William Rogers's corner, the same course continued; in all, one hundred and six chains, to Rogers's corner maple on the river bank; and from thence, the meanders of the river to the place of beginning; having such marks, natural and artificial, as are represented in the plot annexed, containing three hundred and thirty-three acres, two roods; twenty-two poles is claimed by Matthew Shaw, under and by virtue of a settlement, in the year one thousand eight hundred and two, and now exhibited unto the Register of the Land Office established east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to the copy of the plot herewith filed.

[Plot omitted.]

Surveyed 2d March, 1804, by J. Malone. Chain carriers, William Rogers, Peter Cartwright.

Entered in record of claims, vol. 1, page 86, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

MISSISSIPPI TERRITORY, *Washington County:*

MARCH 12th, 1804.

I do hereby certify that William Rogers and Peter Cartwright were sworn before me, that they impartially carried the chain for the measuring of a tract of land for Matthew Shaw, claimed by settlement and cultivation, on the 3d of March, 1803.

R. HARWELL, J. P.

William Rogers, of the county of Washington, in the Mississippi territory, was produced as a witness, and, being duly sworn before the Board, deposed: that Matthew Shaw moved, settled, built upon, and cultivated the land claimed and represented by the plot now presented to the Board of Commissioners, in the summer or fall of the year 1802, and has continued to inhabit and cultivate the same ever since; that he then was, has continued to be, and now is, the head of a family, and of full age.

Question. Do you know whether this land is claimed by any British, Spanish, or donation claim?

Answer. I do not know of any.

Elijah Simmons, of said county, was produced as a witness, and, being duly sworn before the Board, deposed, that Matthew Shaw moved, settled, built upon, and cultivated the land claimed and represented by the plot now presented to the Board of Commissioners, in the year 1802, and has continued to inhabit and cultivate the same ever since; that he was then, has continued to be, and now is, the head of a family, and of full age.

Question. Do you know whether this land is claimed by any British, Spanish, or donation claim?

Answer. I do not know of any.

The Board ordered that the case be postponed for consideration; then adjourned until Thursday, the 15th inst.

THURSDAY, March 15, 1804.

The Board met according to adjournment. Present: Ephraim Kirby, Robert C. Nicholas, Joseph Chambers.

JAMES CALLER's case, No. 10 on the docket of the Board, and No. 31 on the books of the Register.

Claim.—A right of representation to five hundred and seventy-three acres, two roods, and fifteen poles, under the second section of the act, as assignee and legal representative of Jesse Briant and Henry Snelgrove.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the following words and figures, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed 3d day of March, 1803, for receiving and adjusting the claims to lands south of the Tennessee and east of Pearl river.

Please to take notice, that the following tract of land, situated on the west side of Tombigbee river, on the waters of Smith's creek, butted on said river, and bounded by Chestang's claim above, and the heirs of James McGrew below, beginning on a small maple on the river bank, and running with Stewart's old line, south, twenty-five degrees west, crossing the river road at forty-nine chains thirty-five links, to a small pine station; at seventy-one chains, to a small branch; at one hundred and one chains, another; at one hundred and two chains, another; in all, one hundred and three chains, to a white oak corner; thence, north, sixty-five degrees west, crossing the main road at forty-seven chains to a small pine station, in all fifty-five chains fifty links, to a small pine corner on Stewart's old line, on the upper side; thence, with the old line north, twenty-five degrees east, crossing the main or public road at nine chains sixty links, the river road at sixty-five chains fifty links, to a small bay station, crossing the branch at sixty-nine chains below the confluence of the above; in all, ninety-nine chains fifty links, to the old corner

and elm on the river bank; thence, the meanders of the river, to the place of beginning; having such marks, natural, as are represented in the plot annexed, containing five hundred and seventy-three acres, two roods and fifteen poles, is claimed by James Caller, legal representative of Henry Snelgrove, under and by virtue of a settlement bearing date in the year 1797, and now exhibited to the Register of the Land Office, established east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to the copy of the plot herewith filed.

JAMES CALLER,

Representative of Jesse Bryant and Henry Snelgrove.

[Plot omitted.]

Surveyed 9th March, 1804, by J. Malone. Chain carriers, Richard S. Bryan and Hartwell Hardaway.

Entered in record of claims, vol. 1, page 83, by EDWARD LLOYD WAILES, for
JOSEPH CHAMBERS, *Register.*

MISSISSIPPI TERRITORY, *Washington County:*

MARCH 10, 1804.

Hartwell Hardaway and Richard S. Bryan came personally before me, John Murrell, and made oath that they carried the chain in surveying a tract of land, by Thomas Malone, for James Caller, on Smith creek, on one side, and Tombigbee river on the other, to the best of their skill and judgment.

Sworn to before me,

JOHN MURRELL, *J. P.*

HARTWELL HARDAWAY,
RICH. SMITH BRYAN.

In support of the right of representation, the said James Caller produced a deed of conveyance from Jesse Bryant, dated the 19th day of September, 1800, duly executed, assigning, relinquishing, and conveying, to Henry Snelgrove, all the said Bryant's right and claim to said land and the improvements made thereon; also, a deed of conveyance from said Henry Snelgrove, bearing date the 14th day of June, 1803, duly executed, assigning, relinquishing, and conveying, to the said James Caller, all the said Henry Snelgrove's right and claim to the said land, and the improvements made thereon.

Francis Boykin, of the county aforesaid, was produced as a witness, and, being duly sworn before the Board, deposed, that the land now claimed by James Caller was inhabited and cultivated by me, in the year 1795; that I removed from and abandoned the same, in the month of December o the same year; that Jesse Bryant occupied the same in the said month of December, 1795, and continued to inhabit and cultivate the same in the year 1798; and further, that the said land has been inhabited and cultivated by the said Bryant, or Henry Snelgrove, ever since the month of December, 1795; and that Jesse Bryant was, at that time, head of a family; that the plot, now exhibited by the said Caller to the Board, represents a correct view of the land claimed.

George Brewer was also produced as a witness, and, being duly sworn before the Board, deposed, that Jesse Bryant inhabited and cultivated the land, now claimed by James Caller, in the year 1797; and that the same land has continued to be inhabited and cultivated by the said Bryant or Henry Snelgrove ever since; and that Bryant and Snelgrove are the heads of families, and were at that time.

The Board ordered that the case be postponed for consideration.

ISAAC RYAN'S case.—The following certificate was exhibited, to wit:

MARCH 10, 1804.

This day came before me Thomas Basset and James Finn, and, being duly sworn, say that they carried the chain for Isaac Ryan's land, to the best of their skill and ability, so help them God.

WILLIAM H. HARGROVE, *J. P.*

ROBERT LIGON, *Surveyor.*

JAMES MORGAN'S case.—Sampson Mounger, George Brewer, and Micajah Wall, were produced as witnesses, and, being duly sworn, deposed, that John Burney, as the legal representative of whom James Morgan claims the right of a preference to purchase the tract of land represented by a plot exhibited by the said Morgan to the Board, inhabited and cultivated on the same, before and on the 3d day of March, 1803, by his representative; and that the said Burney was the head of a family.

Question.—Do you know of any British, Spanish, or donation claim for this land?

Sampson Mounger.—I do not know of any, but have heard that John McGrew claims the same in virtue of a donation.

George Brewer.—John McGrew has told me that he claims this land in virtue of a donation.

Micajah Wall.—John McGrew has told me that he claims this land in virtue of a donation, and have heard, and believe, that he has surveyed the same.

EPHRAIM BARKER'S case, No. 11 on the docket of the Board, and No. 34 on the books of the Register.

Claim.—A donation of six hundred and forty acres, under the second section of the act. The claimant presented his claim, together with a surveyor's plot of the land claimed, in the words and figures following, to wit:

To the Commissioners appointed in pursuance of the act of Congress, passed the 3d day of March, 1803, for receiving and adjusting the claims to lands south of Tennessee and east of Pearl river.

Please to take notice, that the following tract of land, situate on Tombigbee river, in the county of Washington, beginning at a willow corner, and running thence, north, seventy-nine degrees west, fifty-five chains thirty-four links, to a small gum; thence, north, forty-five degrees east, one hundred and forty-four chains, to a tupelo gum; thence, south, seventy-seven degrees east, fifty-five chains, to a gum; thence, south, forty-five degrees west, seventy-nine chains, to the river; thence, with the river, to the beginning; containing six hundred and forty acres; is claimed by Ephraim Barker in and by virtue of the second section of the said act, as a donation; having such shape, form, and marks, both natural and artificial, as are fully represented in the plot annexed, and is now exhibited to the Register of the Land Office established east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to a copy of the plot herewith filed.

EPHRAIM BARKER, his \times mark.

MARCH 15, 1804.

[Plot omitted.]

Entered in record of claims, vol. 1, page 90, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, *Register.*

The following certificate was exhibited, to wit:

MISSISSIPPI TERRITORY, *Washington county, ss:*

This day personally came before me John Clark and William Barker, and made oath that they performed their duty faithfully and impartially in carrying the chain around a tract of land, surveyed by William Gilliam, surveyor, for Ephraim Barker, on the 18th of February, 1804, lying on the west side of Tombigbee river, and bounded partly on the bank of said river.

Given under my hand and seal this, 12th of March, 1804.

FIGURES LEWIS, *J. P.*

John Brewer, Esquire, and Wiley Barber were produced as witnesses, and, being duly sworn, deposed, that Ephraim Barker commenced to cultivate the land now claimed by him in the fall of the year 1797, and has continued to cultivate the same ever since; and that he was, at that time, the head of a family.

The Board ordered that the case be postponed for consideration.

HIRAM MOUNGER's case, No. 12 on the docket of the Board, and No. 33 on the books of the Register.

Claim.—A donation of six hundred and forty acres under the second section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the following words and figures, to wit:

To the Commissioners appointed in pursuance of the act of Congress, passed the 3d day of March, 1803, for receiving and adjusting the claims to lands south of Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, beginning on a pine, and running south, forty-four degrees east, one hundred and forty-four chains, down the Sunflower creek, to a tupelo gum; and thence, south, forty-seven degrees west, twenty-three chains, to stake in fifteen feet from black gum; and thence, north, thirty-five degrees west, fifty-four chains, to tupelo gum; and thence, north, sixty-five degrees west, twenty-five chains fifty links, to water oak; and thence, south, seventy degrees west, thirty-five chains, to swamp bush; and thence, north, forty degrees west, thirty-five chains, to willow oak; and thence, north, forty-six degrees east, seventy-two chains, to the beginning pine; including six hundred and forty acres, being vacant land, now delivered to the Register of the Land Office to be established east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to the copy of the plot hereunto filed.

MARCH 14, 1804.

HIRAM MOUNGER.

[Plot omitted.]

The above survey was surveyed on the last day of February, beginning as follows, viz: on a pine; and thence, south, forty-four degrees east, one hundred and forty-four chains, directly down the said creek, to tupelo gum; thence, south, forty-seven degrees west, twenty-three chains; thence, north, thirty-five degrees west, fifty-four chains; thence, north, sixty-five degrees west, twenty-five chains fifty links; thence, south, seventy degrees west, thirty-five chains to branch; and up the said branch, amounting to fifty-seven chains; and thence, north, forty-six degrees east, to the beginning; bounded on the opposite of the said creek by vacant land, and on the opposite side by Charles Brewer, deceased.

Surveyed by me, Robert Ligon.—Chain carriers, James Danly, George Dicke.

Robert Ligon, surveyor, was produced as a witness, and, being duly sworn, deposed, that the plot now exhibited by Hiram Mounger, for the land claimed by him, presents a correct description, natural and artificial, of the same.

MARCH 10, 1804.

This day came before me, James Danley and George Dicke, and swore that they carried the chain, in surveying a tract of land for Hiram Mounger, without favor or affection, to the best of their skill and ability, so help them God.

WILLIAM H. HARGRAVE, J. P.

ROBERT LIGON, Surveyor.

John Brewer was produced as a witness, and, being duly sworn, deposed, that Hezekiah Wheat inhabited and cultivated the land now claimed by Hiram Mounger, in the year 1796; and that the same has been cultivated ever since; and that he has heard Hezekiah Wheat say that he had exchanged this land with Hiram Mounger for other lands claimed and improved by said Mounger; and that said Hezekiah Wheat was, in the year 1796, above twenty-one years of age; and that the plot now exhibited by said Mounger presents a correct view of the land claimed by him; and that he lives within the limits of his claim and survey.

Question. Do you know of any British or Spanish claim?

Answer. Do not know of any.

Solomon Wheat was produced as a witness, and, being duly sworn, deposed, that his brother, Hezekiah Wheat, and himself, inhabited and cultivated the land now claimed by Hiram Mounger, in the year 1795 or 1796, and that the same has been cultivated and inhabited ever since; that, in the year 1798, his brother, Hezekiah Wheat, exchanged this land with said Mounger for other lands claimed and improved by him, and that the plot, now presented by Hiram Mounger to the Board, exhibits correct view of the land claimed by him, and that he lives within the limits of his claim and survey.

The Board ordered that the case be postponed for consideration.

SAMPSON MOUNGER's case, No. 13 on the docket of the Board, and No. 35 on the books of the Register.

Claim.—A donation of six hundred and thirty-four acres under the second section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the words and figures following, to wit:

To the Commissioners appointed in pursuance of the act of Congress, passed the 3d day of March, 1803, for receiving and adjusting the claims to lands south of the Tennessee and east of Pearl river.

Please to take notice, that the following tract of land, situated on Mill creek, bounded as follows, viz: beginning at a red oak corner; thence, south, fifty-four degrees east, seventy chains; thence, south, thirty degrees west, eighty chains, to a pine corner; thence, north, fifty-four degrees west, eighty-three chains, to an oak corner; thence, north, thirty-six degrees east, fifty-three chains, to a pine corner; thence, south, sixty-four degrees east, thirteen chains; thence, north, thirty-two degrees east, twenty-five chains, to the beginning; having such marks, natural and artificial, as are represented in the plot annexed, containing six hundred and thirty-four acres; is claimed by Sampson Mounger, under and by virtue of the second section of the act, bearing date 3d March, 1803: the said Mounger claims no other lands in the territory, and now exhibited unto the Register of the Land Office established east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to the copy of the plot herewith filed.

SAMPSON MOUNGER.

[Plot omitted.]

Surveyed by Thomas Bilbo for Sampson Mounger, 9th February, 1804. Chain carriers, George Brewer and Osburn Brewer.

THOMAS BILBO.

Entered in record of claims, vol. 1, page 91, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

John Brewer, George Brewer, Jun. and Hiram Mounger, were produced as witnesses, and, being duly sworn, the said John and Hiram deposed, that Sampson Mounger built upon the tract of land claimed and represented by the plot exhibited to the Board, in the year 1797; and that he was at that time the head of a family.

Question. Do you know that this land is claimed by a British or Spanish claim?

Answer. We do not.

The said George deposed, that Sampson Mounger built upon the tract of land claimed in the fall of the year 1797, and that he planted and cultivated within the limits of the same in the year 1798.

GEORGE BREWER, JUN. attorney for the heirs or legal representatives of William Brewer, deceased; case No. 14 on the docket of the Board, and No. 37 on the books of the Register.

Claim.—A donation of five hundred and ninety-four acres under the second section of the act.

The claimant, as attorney aforesaid, presented his claim, together with a surveyor's plot of the land claimed, in the following words and figures, to wit:

To the Commissioners appointed in pursuance of the act of Congress, passed the 3d day of March, 1803, for receiving and adjusting the claims to lands south of the Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situated on the Tombigbee, beginning at a cypress corner, made conditional between Sullivan and the party, on a lake, known by Sullivan's landing, on the island by the name of the Three Rivers, and running south, eighty degrees east, seventy-nine chains fifty links; thence, north, ten degrees east, to Tombigbee, and up the said river to a cut-off; thence, with the cut-off to said lake, across on the west side of said lake; and thence, south, seventy degrees west, to an old line; and thence, south, fifty-one degrees west, with the said line to a black oak; thence, north, fifty-five degrees east, to the beginning cypress: having such marks, natural and artificial, as are represented in the plot annexed, containing five hundred and ninety-four acres, and is claimed by the heirs of William Brewer, Sen. deceased, under and by virtue of the second section, to wit, a donation title; and now exhibited unto the Register of the Land Office established east of Pearl river, to be recorded as directed by said act. To all which they beg leave to refer, as also to the copy of the plot herewith filed.

GEORGE BREWER, JUN.

Attorney in fact for the heirs.

MARCH 15, 1804.

[Plot omitted.]

The above survey was surveyed the 23d of February, in the year 1804, per me, Robert Ligon, for the heirs of William Brewer, deceased, beginning on a cypress, at a landing on the east side of said lake, known by the name of Sullivan's landing, in the island known by the name of the Three River island, and running south, eighty degrees east, seventy-nine chains and fifty links; thence, north, ten degrees east, to Tombigbee, and up the said river to a cut-off; thence with the cut-off to said lake, across on the west side of said lake; and thence, south, seventy degrees west, to an old line; and thence, south, fifty-one degrees west, with the said line, to black oak; thence, south, thirty-five degrees east, to white oak, on one of the small creeks; and thence, north, fifty-five degrees east, to the beginning cypress.

You, Wiley Barker and William Barker, do solemnly swear that you have faithfully executed the employment of chain-carriers, without favor or affection, to the best of your skill and ability: so help you God.

WILLIAM H. HARGRAVE, J. P.

For the Three River tract, for the heirs of William Brewer, deceased. ROBERT LIGON, *Surveyor*.

FEBRUARY 1st, 1793.

Articles of agreement made and agreed upon, by and between George Brewer and Owen Sullivan, respecting his lands and possessions in the island.

The said Brewer agrees, if the said Sullivan will go and take possession of his houses and cleared land, and keep possession until the said Brewer call for the same again for himself, to give the said Sullivan half the land in the island; Sullivan to begin at the lower end of Mr. Brewer's old clearing; the island to be divided in the middle; Brewer to keep the upper end, and Sullivan the lower end of the said island of lands, lying at the mouth of the Three Rivers, over the lake. The above conditions are agreed upon by us.

GEO. BREWER,

OWEN SULLIVEN, his \times mark.

N. B. And further agrees that, let Sullivan build a house on any part of the land, he would not dispossess him.

• Entered in record of claims, vol. 1, page 94, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, *Register*.

Wiley Barker, Richard Brashears, and Robert Ligon, surveyor, were produced as witnesses; and, being duly sworn, the said Barker deposed, that William Brewer inhabited and cultivated the land now claimed in the year 1793 or 1794, and that he died previous to the year 1797, and that this land was not cultivated by any of his family in the year 1797, or since; and that he heard Owen Sullivan and George Brewer, Jun. for the representatives of William Brewer, deceased, agree upon a conditional line, mentioned in the notice, and upon a cypress for the corner tree to this line; and that said Sullivan and Brewer agreed that Brewer's heirs should have the land lying above, or on the north side of the conditional line; and that Owen Sullivan should have the land lying below, or on the south side of this line.

The said Brashears deposed, that William Brewer, deceased, inhabited and cultivated the land now claimed in the year 1792; that he died in the year 1793, or 1794; that Owen Sullivan inhabited and cultivated the same land for the representatives of William Brewer, deceased, as by an agreement between George Brewer and said Sullivan may more fully appear; and that Owen Sullivan continued to inhabit and cultivate this land until within one or two years last past, when he died; that he saw the articles of agreement, now presented to the Board, between George Brewer and Owen Sullivan, signed and delivered for the purposes therein mentioned; and that he also saw James Bilbo subscribe the same as a witness.

Robert Ligon, surveyor, deposed, that the plot now exhibited by George Brewer for donation to the heirs of William Brewer, deceased, represents a correct view, natural and artificial, of the land so claimed.

The Board ordered that the case be postponed for consideration.

SOLOMON WHEAT'S case, No. 15 on the docket of the Board, and No. 36 on the books of the Register.

Claim.—A donation of two hundred and fifty seven acres and one hundred and thirty-eight poles, under the second section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the words and figures following, to wit:

To the Commissioners appointed in pursuance of the act of Congress, passed the 3d day of March, 1803, for receiving and adjusting the claims to lands south of Tennessee and east of Pearl river.

Please to take notice, that the following tract of land, situated on the waters of Bassett's creek, in Washington county, beginning on a pine, and running north, sixty degrees east, twenty-five chains; thence, south, thirty degrees east, sixty chains, to a lake; thence, five chains, to a hackberry station, twenty-six chains and fifty links to a large sycamore, fifteen chains to the corner white oak; thence, south, sixty degrees west, twenty-three chains, to the beginning; containing two hundred and fifty-seven acres and one hundred and thirty-eight poles, having such shape,

form, and marks, both natural and artificial, as are represented in the plot herewith filed; is claimed by Solomon Wheat, in and by virtue of the second section of said act, as a donation. To all which he begs leave to refer, as also to a copy of the plot herewith filed.

MARCH 15, 1804.

[Plot omitted.]

FEBRUARY 22d, 1804.

Then surveyed for Solomon Wheat, of Washington county, Mississippi territory, under a donation claim of land, two hundred and fifty-seven acres and one hundred and thirty-eight poles: beginning at a pine running north, sixty degrees east, twenty-five chains, to a pine; thence, south, thirty degrees east, sixty-five chains, to a lake; thence, to a fore-and-aft hackberry, five chains; thence to a cypress, twenty-six chains and fifty links, to a cypress pond; thence, to a white oak corner, fifteen chains and fifty links; thence, south, sixty degrees west, ninety-seven chains to Scot's beginning corner; thence north, forty-one degrees west, fifteen chains, to the beginning.

WILLIAM GILLIAM.

Chain carriers, Benjamin Harrison and Thomas Goodwin.

Entered in record of claims, vol. 1, page 93, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

This may certify that Benjamin Harrison and Thomas Goodwin came before me, and made oath that they were chain bearers to William Gilliam, on a survey of a tract of land surveyed for Solomon Wheat, and that they gave a true account of the admeasurement as such. Given under my hand, this 15th day of March, 1804.

JAMES CALLER, J. P.

Sampson Mounger, Hiram Mounger, Ephraim Barker, and Richard Brashear, were produced as witnesses, and, being duly sworn, the said Hiram deposed, that, in the year 1796, or 1797, he commenced to clear, and did clear, about two acres of land; and, on the 10th day of September, he went to the State of Georgia, for the purpose of assisting his father to remove to the settlement on the Tombigbee river; and, in October, 1797, he returned to this country; in the year 1798, he exchanged the land by him claimed, with Solomon and Hezekiah Wheat, for another tract of land claimed by them; and that the plot now exhibited by Solomon Wheat is a true representation of the land by him now claimed, also of a part of the land transferred by him to Solomon and Hezekiah Wheat; and that Solomon and Hezekiah Wheat have divided the improvement, by a conditional line made between them, as they have both told him; further, that they both intend claiming a donation under and in virtue of the labor and improvement made by him in 1796, or 1797; that he was at that time twenty-one years of age.

Question. Do you know of any British or Spanish claim for this land?

Answer. I do not.

The said Barker deposed, that Hiram Mounger did clear some land on the tract now claimed by Solomon Wheat, in the year 1797, and that he was at that time, and has continued to be, an inhabitant of this country, and was twenty-one years of age; and further, that he has heard said Mounger say that he exchanged said improvement and claim with Solomon and Hezekiah Wheat, for other lands claimed and improved by them.

The said Brashear deposed, that he saw Hiram Mounger clearing land, in the year 1797, on the tract now claimed by Solomon Wheat, and that said Mounger told him that he had exchanged this improvement and claim to this land with Solomon and Hezekiah Wheat, for other lands claimed and improved by them; and that Solomon Wheat now inhabits and cultivates within the limits of this claim and survey; further, that he believes that Hiram Mounger was, at the time of his settlement, twenty-one years of age.

The said Sampson Mounger deposed, that his son Hiram Mounger was born in the year 1772.

The Board ordered that the case be postponed for consideration.

RICHARD BRASHEAR's case, No. 16 on the docket of the Board, and No. 55 on the books of the Register.

Claim.—A donation of six hundred and forty acres, under the second section of act.

The claimant, as assignee and legal representative of Patrick Brewer, presented his claim, together with a surveyor's plot, of the land claimed, in the words and figures following, to wit:

To the Commissioners appointed, pursuant to the act of Congress, the 3d March, 1803, for receiving and adjusting claims to lands south of Tennessee and east of Pearl river.

Please to take notice, that the following tract of land is claimed by Richard Brashear, of Washington county, Mississippi territory, under and in virtue of a settlement made by Patrick Brewer, in June, 1797, transferred by said Brewer to Sampson Mounger, 1798, and by said Mounger to James Denley in the same year, and by said Denley to George Dickey, in 1799, and by said Dickey to this claimant in May, 1800, bounded as follows, to wit: beginning on a white oak, and running north, thirty degrees west, eighty chains, to a tupelo gum; thence, south, sixty degrees west, eighty chains to a pine; thence, south, thirty degrees east, eighty chains, to a pine; thence, north, sixty degrees east, eighty chains, to the beginning; including in said lines six hundred and forty acres, now delivered to the Register of the Land Office to be established east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to the copy of the plot herewith filed.

RICHARD BRASHEAR.

MARCH 15th, 1804.

[Plot omitted.]

The above is justly and truly laid off by me, ROBERT LIGON.

Laid off the 14th July, 1803, for Richard Brashear, beginning on a white oak, and running north, thirty degrees west, eighty chains, to a tupelo gum; and from thence, south, sixty degrees west, eighty chains, to a pine; and thence, south, thirty degrees east, eighty chains, to a pine; thence, north, sixty degrees east, eighty chains, to beginning; including in said lines six hundred and forty acres: at the time of the survey, it was bounded by adjacent and undefined claims, including part of a claim held by Watley, and also the public ground, as the place appointed for the seat of justice in Washington county.

Entered in record of claims, vol. 1, page 165, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

MISSISSIPPI TERRITORY, *Washington County:*

This day came before me John Denley, and, being duly sworn, says that he carried the chain for Richard Brashear's land, without favor or affection, to the best of his skill and ability, so help him God. MARCH 12th, 1804.

WILLIAM H. HARGRAVE, J. P.

MISSISSIPPI TERRITORY, *Washington County, ss.*

I, David Gains, do swear that I have faithfully executed the office of chain carrier, to a survey of land made by Robert Ligon, and claimed by Richard Brashear. Sworn before me, this 10th of March, 1804.

JOHN MURRELL, J. P.

ROBERT LIGON, *Surveyor.*

Sampson Mounger and Hiram Mounger were produced as witnesses, and, being duly sworn, the said Hiram deposed, that, in the year 1797, Patrick Brewer built upon the tract of land claimed and represented by the plot exhibited to the Board, and cultivated upon the same. Knows that he was the head of a family previous to this time; and believes that he continued to be so in the year 1797, and that he was twenty-one years of age; that he has heard Patrick Brewer acknowledge that he transferred his right of claim to this land to Sampson Mounger, and Sampson Mounger that he transferred his right of claim to James Denley, and James Denley that he transferred his right to George Dickey, and George Dickey that he transferred his right of claim to Richard Brashear, at the several dates as specified in the notice of claim, now exhibited by the said Brashear for the said tract; and that the said Brashear has remained in the possession of the same ever since.

The said Sampson deposed, that he purchased from Patrick Brewer, in the year 1798, and, in the same year, transferred the same to James Denley: further, that I know the said Brewer to have been the head of a family, and twenty-one years of age.

Question. Do you know whether there is any British or Spanish claim for this land?

Answer. We do not know of any.

The Board ordered that the case be postponed for consideration.

MICAJAH WALL's case, No. 17 on the docket of the Board, and No. 39 on the books of the Register.

Claim.—A right of pre-emption to three hundred and twenty acres and five-eighths of an acre, under the third section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the following words and figures, to wit:

To the Commissioners appointed in pursuance of the act of Congress, passed the 3d day of March, 1803, for receiving and adjusting claims to lands south of Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situated on Smith's creek, in the county of Washington, beginning at James Morgan's northeast corner stake and pine, and runs north, seventy-three and a half degrees west, two hundred and seventy poles, to a small post oak, James Morgan's northwest corner; thence, north, sixteen and a half degrees east, one hundred and ninety poles, crossing the spring branch to a small black-jack corner; thence, south, seventy-three and a half degrees east, crossing spring branch, two hundred and seventy poles, to a light wood stake corner; from thence, a direct line to the beginning; containing three hundred and twenty acres and five-eighths of an acre; is claimed by Micajah Wall, in and by virtue of the third section of the said act, as a pre-emption; having such shape, form, and marks, both natural and artificial, as are fully represented in the plot annexed, and is now exhibited to the Register of the Land Office established east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to a copy of the plot herewith filed.

MICAJAH WALL.

MARCH 15, 1804.

[Plot omitted.]

Surveyed for Micajah Wall a tract of land, containing three hundred and twenty and five-eighths acres, lying in Washington county, on the waters of Smith's creek; beginning at James Morgan's northeast corner stake and pine corner; and runs north, seventy-three and a half degrees west, two hundred and seventy poles, to a small post oak, James Morgan's northwest corner; thence, north, sixteen and a half degrees east, one hundred and ninety poles, crossing his spring branch, to a small black-jack corner; thence, south, seventy-three and a half degrees east, crossing another spring branch, two hundred and seventy poles, to a light wood stake corner; and from thence a direct line to the beginning. Surveyed 1st February, 1804, by

J. MALONE.

Entered in record of claims, vol. 1, page 100, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

Sampson Mounger and George Brewer were produced as witnesses, and being duly sworn, deposed, that Micajah Wall, the present claimant, has inhabited and cultivated the land represented by the plot now exhibited to the Board, more than two years last past: and, during this whole time, hath been at the head of a family.

Question. Do you know of any British, Spanish, or donation claim for this land?

Sampson Mounger.—I do not know of any, but have heard that John McGrew claims the same, in virtue of a donation.

George Brewer.—John McGrew has told me, that he claims this land by virtue of a donation.

The Board ordered that the case be postponed for consideration; then adjourned until Friday, the 16th instant.

FRIDAY, March 16, 1804.

The Board met according to adjournment. Present: Ephraim Kirby, Robert C. Nicholas, Joseph Chambers.

RICHARD LEE's case, No. 18 on the docket of the Board, and No. 44 on the books of the Register.

Claim.—A donation of six hundred and forty acres, as assignee and legal representative of Jordan Morgan, under the second section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the following words and figures, to wit:

To the Commissioners appointed in pursuance of the act of Congress, passed the 3d day of March, 1803, for receiving and adjusting claims south of the Tennessee and east of Pearl river.

Please to take notice, that the following tract of land, beginning at a small hickory, upon a line run by Thomas Bilbo for James Denley, on his tract, lying above or north of Thomas Wheat's land; and running thence, south, eighty-five degrees west, seven chains, to a pine; thence, north, fifty-five degrees west, seventy-five chains, to a hickory; thence, north, twelve degrees west, sixty-four chains, to a water oak; thence, east, eighty chains, to a white oak; and thence, south, to the beginning, one hundred and four chains: including in said lines six hundred and forty acres of land; bounded on the east by lands of James Denley and John Brewer, on the south by lands of John Brewer, on all other sides by adjacent unclaimed claims. This land is claimed by Richard Lee, of Washington county, Mississippi territory, under and in virtue of a settlement made by Jordan Morgan, in the month of August, or early in September, 1797, and sold by said Morgan to William Vardeman in the year 1799, and by John Callier, Esq., in behalf of said Vardeman, to this reporter, in the year 1801, April 16th; now delivered to the Register of the Land Office to be established east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to the copy of the plot herewith filed.

R. LEE.

MARCH 14, 1804.

[Plot omitted.]

The annexed survey was made the 10th of March, 1804, by the undersigned, for Richard Lee, having such marks, natural and artificial, as the above plot represents, beginning at a small hickory, upon a line run by Thomas Bilbo for James Denley, on his tract lying above or north of Thomas Wheat's land; and running thence, south, eighty-five degrees west, seven chains, to a pine; thence, north, fifty-five degrees west, seventy-five chains, to a hickory; thence, north, twelve degrees west, sixty-four chains, to a water oak; thence, east, eighty chains to a white oak; and thence, south, to the beginning; one hundred and four chains, bounded on the east by lands of James Denley and John

Brewer, on the south by lands of John Brewer, on all other sides by adjacent undefined claims. This land surveyed for a donation claim.

ROBERT LIGON, *Surveyor*.

Entered in record of claims, vol. 1, page 115, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, *Register*.

MISSISSIPPI TERRITORY, *Washington County*, ss:

Personally appeared before me, one of the Justices of the Peace for said county, George Dickney and James Donnelly, who, after being duly sworn, say that they have this day truly and honestly performed the duty of chain carriers, in a survey of land claimed by Richard Lee, in the Sunflower neck.

* Sworn before me, this 10th day of March, 1804.

ROBERT LIGON, *Surveyor*.

WILLIAM H. HARGRAVE, *J. P.*

Richard Brashear, Ephraim Barker, and Solomon Wheat, were produced as witnesses, and, being duly sworn, the said Brashear deposed, that, in 1797, Jordan Morgan inhabited and cleared upon the land now claimed by Richard Lee, under and by virtue of a habitation and improvement made by the said Morgan; also, that said Morgan has told me that he had, for a valuable consideration, transferred the land to William Vardeman; and that, immediately upon Morgan's quitting the habitation and improvement of this land, William Vardeman entered upon the same; and that Morgan was at that time of twenty-one years of age.

The said Barker deposed, that, he believed that, in the year 1797, Jordan Morgan inhabited and improved the land now claimed by Richard Lee, in virtue of a purchase under Morgan; and that said Morgan has told me he transferred his right to the land now claimed to William Vardeman for a valuable consideration; and that, immediately upon Morgan's quitting the said habitation and improvement, William Vardeman entered thereon; and that Jordan Morgan was at that time twenty-one years of age.

The said Wheat deposed, that, in the year 1797, Jordan Morgan inhabited and improved the land now claimed by Richard Lee, in virtue of a purchase under said Morgan.

The Board ordered that the case be postponed for consideration.

WILEY BARKER's case, No. 19 on the docket of the Board, and No. 56 on the books of the Register.

Claim.—A donation of six hundred and forty acres, as legal representative to Daniel Barker, deceased, under the second section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the words and figures following, to wit:

To the Commissioners appointed pursuant to the act of Congress, passed the 3d of March, 1803, for receiving and adjusting claims to lands south of the Tennessee and east of Pearl river.

Please to take notice, that the following tract of land is claimed by Wiley Barker, of Washington county, Mississippi territory, by virtue of a legacy of Daniel Barker, deceased, to which the settlement was made by the said Daniel Barker, and held until 1803, and held in occupation until this period, to wit: beginning on a tupelo gum and conditional line made between James Coplen, deceased, and Daniel Barker, deceased, and running south, sixty degrees west, eighty chains and fifty links, to a sweet gum; and from thence, north, thirty degrees west, seventy-nine chains fifty links, to a post oak; and from thence, north, sixty degrees east, eighty chains fifty links, to an ash; and thence, south, thirty degrees east, seventy-nine chains fifty links, to the beginning tupelo gum; including in said lines six hundred and forty acres, now delivered to the Register of the Land Office established east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to the copy of the plot hereunto filed.

WILEY BARKER,
Legatee of Daniel Barker.

MARCH 15, 1804.

[Plot omitted.]

The above survey was surveyed the 24th February, 1804, per me, Robert Ligon, for the legatees of Daniel Barker, deceased, beginning on a tupelo gum, and running south, sixty degrees west, eighty chains fifty links, to black gum; and thence, north, thirty degrees west, seventy-nine chains fifty links, to post oak; thence, north, sixty degrees east, eighty chains fifty links, ash; thence, to the beginning tupelo gum; lying on the northeast by lands called Calter's, and on the northwest, and northeast, and southeast, on vacant land. Surveyed by me,

ROBERT LIGON.,

N. B. The said land lies opposite the upper end of what is called the Three River island.

Chain carriers, John Brewer, William Barker.

Entered in record of claims, vol. 1, page 167, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, *Register*.

You, John Brewer and William Barker, do solemnly swear that you have executed the employment of chain carriers, without favor or affection, to the best of your skill and ability: so help you God.

WILLIAM H. HARGRAVE, *J. P.*

ROBERT LIGON, *Surveyor*.

John Brewer, Esq. Ephraim Barker, and Richard Brasher, were produced as witnesses, and, being duly sworn, the said Brewer and Brasher deposed, that Daniel Barker, in the year 1797, commenced to cultivate and improve the land now claimed by Wiley Barker, in virtue of a legacy, and that he continued to inhabit the same until the year 1803, when he died; also, that he cultivated the same from the year 1798, until his death; and that he was twenty-one years of age at the date of his settlement.

The said Ephraim Barker deposed, that he was present at the death of his son, Daniel Barker, and that he heard him give to Wiley Barker the land now claimed a short time previous to his decease; and that Daniel Barker then requested him particularly to take notice that it was his will and desire that all his right and interest in this land should be vested in Wiley Barker, and that he was twenty-one years of age at the time of his settlement, which was in the year 1797; and that Daniel Barker departed this life in the year 1803; and that the present claimant immediately entered into the possession and cultivation of this land, and has continued in the possession and cultivation thereof ever since.

The Board ordered that the case be postponed for consideration.

WYCHE WATLEY's case, No. 20 on the docket of the Board, and No. 54 on the books of the Register.

Claim.—A right of pre-emption of one hundred and thirty-four acres, as assignee and legal representative of Rebecca Kimbre, under the third section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the following words and figures, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting claims south of the Tennessee and east of Pearl river.

Please to take notice that the following tract of land, situated on the east side of the Sunflower creek, near the seat of justice for Washington county, beginning on a black oak, and running south, twenty-three degrees west, fifty-

four chains, to a pine on the above creek; and thence, down the said creek, south, sixty-three degrees east, eight, chains, to a pine, one-eighth of a mile from said seat of justice; and thence, north, fifty-two degrees east, thirty-six chains, to a pine; and thence, south, fifty-five degrees east, seven chains, to a pine; thence, north, fifty-two degrees east, one chain, to a post oak, to a line of Richard Lee's, and with the said line four chains to the said Lee's corner; thence, north, twelve degrees west, thirty chains, to swamp on stake; thence, south, eighty-six degrees west, twenty-five chains, to the beginning black oak; including in said lines one hundred and thirty-four acres, and also the two improvements made by Mrs. Kimbre. This land is claimed by Wyche Watley, of Washington county, Mississippi territory, now delivered to the Register of the Land Office to be established east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to the copy of the plot hereunto filed.

MARCH 15, 1804.

WYCHE WATLEY.

[Plot omitted.]

The above survey was completed the 9th day of March by me, Robert Ligon, for Wyche Watley, claimed by pre-emption, having such forms and marks, natural and artificial, as the above plot represents; beginning on the lake on a black oak, and running south, twenty-three degrees west, fifty-four chains, near the Sunflower creek; and from thence, south, sixty-three degrees east, eight chains; and thence, north, fifty-two degrees east, thirty-six chains; south, fifty-five degrees east, seven chains; thence, north, fifty-two degrees east, nine chains; thence, north, sixty degrees west, four chains, with Lee's line; thence running north, twelve degrees west, thirty chains, with said Lee's line, to Cypress swamp; thence, south, eighty-six degrees west, twenty-five chains, to the beginning, running into Brashear's line.

Entered in record of claims, vol. 1, page 163, by EDWARD LLOYD WAILES, for
JOSEPH CHAMBERS, Register.

MARCH 10, 1803.

This day came before me James Donley and James Danley, and swore that they faithfully and truly carried the chain for to survey a tract of land for Wyche Watley, without favor or affection, to the best of their skill and ability, so help them God.

ROBERT LIGON, Surveyor.

WILLIAM H. HARGRAVE, J. P.

The said Watley produced a deed of conveyance from Rebecca Kimbre, bearing date the 9th day of October, 1802, duly executed, assigning, relinquishing, and conveying to the said Watley all the said Kimbre's right, title, and claim to said tract of land and the improvements made thereon.

Hiram Mounger, Ephraim Barker, Wiley Barker, and Richard Brashears, were produced as witnesses, and, being duly sworn, the said Mounger deposed, that Rebecca Kimbre, in the year 1802, inhabited and cultivated on the land now claimed by Wyche Watley, as her representative; that, in the fall or winter of the same year, Mrs. Kimbre removed from and ceased to cultivate this land; and that the said land and improvement remained uncultivated and unoccupied from the time that Mrs. Kimbre left the same, until the month of December or January, 1803, when the said Wyche Watley occupied and commenced the further cultivation thereof; and that Mrs. Kimbre was the head of a family.

Question. At what time did Mr. Watley set out for the purpose of removing his family to the settlements on the Tombigbee, and at what time did he return with them?

Answer. He set out in the spring of the year 1803, and returned to this settlement with them in the fall or winter of the same year.

The said Ephraim Barker deposed, that he knew nothing about the settlement made by Mrs. Kimbre.

The said Wiley Barker deposed, that he knew nothing, of his own knowledge, of the settlement made by Mrs. Kimbre.

The said Brashear deposed, that Rebecca Kimbre inhabited and cultivated the land now claimed in the year 1802, and that she was at that time the head of a family.

Question. Did you see Rebecca Kimbre sign and deliver, for the purpose therein mentioned, the instrument now presented to the Board, purporting to be a transfer from Rebecca Kimbre to Wyche Watley of the land now claimed, and did you see John Denley subscribe to the same as a witness?

Answer. I did.

Question put to Hiram Mounger. Was the land delivered to Mr. Watley or his agent by Mrs. Kimbre, and at what time?

Answer. Rebecca Kimbre, in the month of October, 1802, delivered the land now claimed to me, as the agent of Wyche Watley, and for his use and benefit.

The Board ordered that the case be postponed for consideration.

JOHN BREWER's case, No. 21 on the docket of the Board, and No. — on the books of the Register.

Claim.—A donation of six hundred and forty acres, under the second section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the following words and figures, to wit:

To the Commissioners appointed pursuant to the act of Congress passed on the 3d of March, 1803, for receiving and adjusting of claims to lands south of the Tennessee and east of Pearl river.

Please to take notice, that the following tract of land, to wit: beginning on an ironwood, upon a line of the heirs of Charles Brewer, and running south, seventy degrees east, forty chains; thence squaring the course each way, lying on the south side of the land claimed by said heirs, and the same distance on the north side of Johnson's creek: this land is claimed by John Brewer, of Washington county, Mississippi territory, under and by virtue of a settlement made by this claimant in June, 1797, now delivered to the Register of the Land Office to be established east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to the plot herewith filed.

JNO. BREWER.

MARCH 15, 1804.

[Plot omitted.]

The above admeasurement is truly taken and laid down per me, Robert Ligon, this 15th day of February, 1804; beginning on the corner of the orphans of Charles Brewer, and running eighty chains each way, lying on the south side of said tract, and on the north side of Johnson's creek.

Chain carriers, Wiley Roberts, James Danley.

Entered in record of claims, vol. 1, page —, by EDWARD LLOYD WAILES, for
JOSEPH CHAMBERS, Register.

You, James Danley and Wiley Roberts, do solemnly swear that you have faithfully executed the employment of chain carriers, without favor or affection: so help you God.

WILLIAM H. HARGRAVE, J. P.
ROBERT LIGON, Surveyor.

WILEY ROBERTS.
JAMES DANLEY.

Richard Brashear and Hiram Moulger were produced as witnesses, and, being duly sworn, did depose, that, in the year 1797, John Brewer inhabited and cultivated the land now claimed, and has continued to inhabit and cultivate the same ever since; also, that he was at the time of his settlement the head of a family.

The Board ordered that the case be postponed for consideration.

FIGURES LEWIS's case, No. 22 on the docket of the Board, and No. — on the books of the Register.

Claim.—A right of pre-emption of one hundred and twenty-nine acres, and thirty-six poles, under the third section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the following words and figures, to wit:

To the Commissioners appointed in pursuance of the act of Congress, passed 3d day of March, 1803, for receiving and adjusting the claims to lands south of the Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situate on the west side of Tombigbee river, and on the west side of the most westerly prong of the Three Rivers, butted and bounded as follows, viz: beginning at a tupelo gum, and over cup oak, standing on the west bank of the western prong of the Three Rivers, a little above Barker's landing, in an old line, running on the old line south, fifty degrees west, forty-three chains and seventy-five links, to a turkey oak corner; thence, south, thirty-three degrees east, forty-six chains and thirty links, to a water oak station; thence, course continued, fifteen chains and forty-five links, to a sweet gum corner; thence, south, ten degrees east, eleven chains, to a sweet gum station; thence, course continued, five chains and fifty links, to a water oak corner, standing on the north bank of Sullivan's creek; thence, down the meanders of said creek, south, seventy-five degrees east, nine chains, to the mouth where it makes into the before mentioned Three Rivers; thence, up the meanders of the said west prong of Three Rivers, to the beginning; having such marks, natural and artificial, as are represented in the plot annexed, containing one hundred and twenty-nine acres and thirty-six poles, is claimed by Figures Lewis, of Washington county, as a pre-emption, under and by virtue of a settlement made by him, the said F. Lewis, on or about the 1st of December, 1803, and now exhibited unto the Register of the Land Office established east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to the copy of the plot herewith filed.

[Plot omitted.]

FIGURES LEWIS.

Surveyed for Figures Lewis, of Washington county, one hundred and twenty-nine acres and thirty-six poles of land, which represents the above plot, lying and being, in the county of Washington, and on the west side of Tombigbee river, and on the west side of the most westerly prong of the Three rivers, butted and bounded as followeth, viz: beginning at tupelo gum, and over cup oak, standing on the west bank of the western prong of the Three rivers, a little above Barker's landing, in an old line, running on the old line, south, fifty degrees west, forty-three chains and seventy-five links, to a turkey oak corner; thence, south, thirty-three degrees east, forty-six chains and thirty links to a water oak station; thence, course continued, fifteen chains and forty-five links, to sweet gum corner; thence, south, ten degrees east, eleven chains, to a sweet gum station; thence, course continued, five chains and fifty links, to a water oak corner, standing on the north bank of Sullivan's creek; thence, down the meanders of said creek, south, seventy-four degrees east, nine chains, to the mouth, where it makes in to the before mentioned Three Rivers; thence, up the meanders of said west prong of Three Rivers, to the beginning.

Surveyed the 1st day of March, 1804, by me,

WILLIAM GILLIAM.

Chain carriers, Wiley Barker and William Barker.

Entered in record of claims, vol. 1, page —, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

MISSISSIPPI TERRITORY, Washington County, ss:

This day came before me, Figures Lewis, one of the Justices of the Peace for said county, Wiley Barker, and William Barker, chain carriers, and made oath, that they would do justice, and render a true account of the outs in measuring round a tract of land surveyed by Mr. Gilliam for me. Given under my hand, this 2d of March, 1804.

FIGURES LEWIS, J. P.

Wiley Barker and Ephraim Barker were produced as witnesses, and, being duly sworn, they deposed, that, in the month of December, 1803, Figures Lewis commenced to build and improve the land now claimed, and has inhabited and cultivated the same ever since; and that he was at that time the head of a family.

Question. Do you know whether this land is claimed by any British, Spanish, or donation claim?

Answer. We do not know of any British or Spanish claim, but do know that all, or the greater part thereof, is claimed by the representatives of William Brewer, deceased, in virtue of a donation claim.

The Board ordered that the case be postponed for consideration.

GEORGE BREWER, JUN., case, No. 23 on the docket of the Board, and No. 62 on the books of the Register.

Claim.—A donation of six hundred and twenty acres, as assignee and legal representative of James Watkins under the second section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the words and figures following, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d of March, 1803, to receive and adjust the claims to lands south of Tennessee and east of Pearl river.

MISSISSIPPI TERRITORY, Washington County, March 6, 1804.

Please to take notice, that the following tract of land, situated on Bassett's creek, butting and bounded as follows: beginning on a red oak corner, on the lower line of George Brewer's Spanish claim, south, fifty-four degrees east, seventy chains, to a corner pine, along Mr. Sampson Moulger's line; thence, south, thirty-six degrees west, forty-five chains, to a corner white oak, on said Moulger's line; thence, south, sixty degrees east, forty chains, to a corner pine; thence, north, thirty degrees east, ninety chains, to corner stake; thence, north, sixty degrees west, one hundred and ten chains, to a corner red oak; thence, to the beginning first mentioned, having such marks, natural and artificial, as are represented in the plot annexed, containing six hundred and twenty acres, is claimed by George Brewer, Jun., as the legal representative of James Watkins and George Johnston, under and by virtue of occupancy; the said tract herein specified being inhabited and cultivated, the said claimants legally represented by George Brewer, Jun., on the day of the evacuation of the Spanish troops from this territory, agreeable to the second section of an act of Congress entitled an act, &c. and for a long time previous to that time; and the same does not appear to be claimed by virtue of any of the preceding provisions of the act, and the said claimant, legally represented by George Brewer, claims no other lands in the territory, and now exhibited to the Register of the Land Office established east of Pearl river, to be recorded as directed by said act. All of which he begs leave to refer, as also to the plot hereto fixed.

GEORGE BREWER, JUN.

Surveyed by Thomas Bilbo, February, 1804. Chain carriers, Sampson Moulger, John Hall.

Entered on record of claims, vol. 1, page 181, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

[Plot omitted.]

MISSISSIPPI TERRITORY, *Washington County:*

Appeared before me, Wm. Pierce, one of the Justices for said county, John Hall and Sampson Mounger, and made oath that they rendered a true adjustment of the outs in a survey made by Thomas Bilbo, for Mr. Watkins, as donation right, to George Brewer, Jun., his representative: as witness my hand and seal.

Sworn before me, the 26th day of March, 1804.

WILLIAM PIERCE, J. P.

Sampson Mounger, and John Caller, Esq. were produced as witnesses, and, being duly sworn, the said Caller deposed, that James Watkins inhabited and improved upon the land now claimed, in the year 1797, and also in the months of March and April, 1798; and that James Watkins was, in the year 1797, twenty-one years of age.

The said Mounger deposed, that James Watkins inhabited and improved upon the land now claimed, in the year 1797, and also in the months of March and April, 1798; and that James Watkins was, in the year 1797, twenty-one years of age. That James Watkins told me that he had transferred his right to the land now claimed unto George Johnston for a valuable consideration, and that immediately after James Watkins quit the possession of the land, and George Johnston entered the possession thereof, that George Johnston has told me, that he had, for a valuable consideration, transferred his right to the land now in question to Alexander McGrew, and I know that said McGrew possessed himself of the same; I have heard Alexander McGrew say that he had, for a valuable consideration, transferred his claim to this land to Julian Castro, and do know that Julian Castro possessed himself thereof. Julian Castro has told me that he had transferred, for a valuable consideration, his right to the same land to George Brewer, Jun.; and I do know that said Brewer took possession thereof, in the year 1800 or 1801, and has continued in the possession and improvement thereof ever since.

The Board ordered that the case be postponed for consideration.

JOSIAH SKINNER's case, No. 24 on the docket of the Board, and No. 67 on the books of the Register.

Claim.—A right of pre-emption of one hundred and eighty-five acres, under the second section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the following words and figures, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting the claims to lands south of Tennessee and east of Pearl river.

Please to take notice, that the following tract of land, situated on the waters of Tombigbee river, in the county of Washington, beginning on a red oak, being Thomas's corner, and runs thence, south, eighty-six degrees west, forty chains, to a stake; thence, north, forty-five degrees west, fifty chains, to a light wood stump; thence, south, forty degrees west, one chain and fifty links, to a pine corner; thence, south, thirty-eight degrees east, one hundred and five chains, to a gum corner; thence, south, eighty degrees east, forty chains, to the river; thence, with the river to the beginning; containing one hundred and eighty-five acres, having such shape, form, and marks, both natural and artificial, as are represented in the plot annexed; and is now exhibited to the Register of the Land Office established east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to a copy of the plot herewith filed, March 16, 1804: the above land is claimed under and by virtue of the third section of said act, as a pre-emption.

JOSIAH SKINNER.

[Plot omitted.]

This plot represents a tract of land surveyed for Josiah Skinner, beginning on a red oak corner, of Thomas Carson's, standing on the bank of Tombigbee river; running thence, south, eighty-six degrees west, forty chains, to a stake on Carson's line; thence, north, forty-five degrees west, fifty chains, to a light wood stump; thence, south, forty degrees west, one chain and fifty links, to a pine; thence, south, thirty-eight degrees east, one hundred and five chains, to a sweet gum; thence, south, eighty degrees east, forty chains, to an ash on the bank of the river; thence, up the various courses of the river, to the beginning; containing one hundred and eighty-five acres.

Surveyed 10th day of March, 1804.

NATT. CHRISTMAS.

Entered in the record of claims, vol. 1. page —, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

Adam Hollinger and Natt. Christmas were produced as witnesses, and, being duly sworn, they deposed: that Josiah Skinner commenced to inhabit and cultivate the land now claimed in the fall of the year 1802; and do believe that he continued to inhabit and cultivate the same until after the third day of March, 1803; and that he was on said third day of March the head of a family.

The Board ordered that the case be postponed for consideration.

ANNA MOUNGER's case, No. 25 on the docket of the Board, and No. 61 on the books of the Register.

Claim.—A donation of five hundred and four acres, under the second section of the act.

The claimant presented her claim, together with a surveyor's plot of the land claimed, in the following words and figures, to wit:

To the Commissioners appointed in pursuance of the act of Congress, passed the 3d day of March, 1803, for receiving and adjusting the claims to lands south of the Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situated on the Tombigbee river, butting and bounding as follows, viz: beginning on a large sycamore, running south, forty-eight degrees west, one hundred and twenty-six chains, forty-nine links, to a pine; thence, north, forty-two degrees west, forty chains, to a pine; thence, north, forty-eight degrees east, one hundred and twenty-six chains, forty-nine links, to a hackberry corner on the river; thence, down the river Tombigbee, to the beginning; having such marks, natural and artificial, as are represented in the plot annexed, containing five hundred and four acres of land; is claimed by Anna Mounger, under and by virtue of occupancy, the said tract therein specified being inhabited and cultivated by the claimant since the year 1797, and she claims no other lands in the territory; and now exhibited to the Register of the Land Office established east of Pearl river, to be recorded, as directed by said act. To all which she begs leave to refer, as also to the copy of the plot herewith filed.

ANNA MOUNGER.

[Plot omitted.]

Surveyed by Thomas Bilbo, for Anna Mounger. Chain carriers, George Brewer, Jun. and John Hall.

Entered in record of claims, vol. 1. page 179, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

MISSISSIPPI TERRITORY, *Washington County:*

Appeared before me, William Pierce, one of the Justices for the said county, John Hall, and made oath that he rendered a true adjustment of the outs, as chain carrier, in a survey made by Thomas Bilbo, for Anna Mounger, as donation right: as witness my hand and seal. Sworn before me, this twenty-sixth day of March, 1804.

WILLIAM PIERCE, J. P.

MISSISSIPPI TERRITORY, *Washington County:*

Personally appeared before me George Brewer, and made oath, that he carried the chain for a tract of land, surveyed for Anna Mounger, to the best of his knowledge. Given under my hand, March 30th, 1804. Sworn to before

JON. CALLIER, *J. P.*

George Brewer, Jun., Francis Boykin, and James Caller, Esq. were produced as witnesses, and, being duly sworn, the said Brewer and Boykin testified, that Elijah Thompson, the late husband of Anna Mounger, inhabited and cultivated the land now claimed by Anna Mounger, in the year 1796, and part of the year 1797; some time in the first part of this year, Elijah Thompson died, without lawful issue, that Anna Mounger, his wife, continued to inhabit and cultivate the same land, until sometime in the month of December, 1798, when she intermarried with Sampson Mounger; and that Sampson Mounger continued, after his intermarriage, to cultivate the year following.

The said Caller testified, that in the year 1802, he came into the possession of the land now claimed by Anna Mounger, by authority of Joshua Howard, who claimed the same, under an English title, but finding that the present claimant asserted her right to the land, and not finding any satisfactory title in Howard, he gave up the possession.

Question to each of the witnesses. Do you know whether this land is claimed by any Spanish or English title?

Answer. We do not.

Question to each of the witnesses. Do you know whether the present claimant makes claim to any other lands in this territory, by force of any British or Spanish grant, warrant, or order of survey?

Answer. We do not.

The Board ordered that the case be postponed for consideration.

THOMAS CARSON'S CASE, No. 26 on the docket of the Board, and No. 38 on the books of the Register.

Claim.—A donation of six hundred and forty acres, as assignee and legal representative of John Jacob Abner, under the second section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the following words and figures, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting the claims to lands south of Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situated on the waters of the Tombigbee river, in the county of Washington, beginning at a stake at the mouth of the lake, called the Polbyu, and running south, eighty-six degrees west, eighty chains, to a pine corner; thence, south, eleven degrees east, eighty chains, to a pine corner; thence, north, eighty-six degrees east, eighty chains, to a red oak standing on the river; thence, up the river to the beginning; containing six hundred and forty acres; having such shape, form, and marks, both natural and artificial, as are represented in the plot annexed; which said tract of land is claimed by Thomas Carson, legal representative of John Jacob Abner, in and by virtue of the second section of the said act, as a donation, and is now exhibited to the Register of the Land Office established east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to a copy of the plot herewith filed.

THOMAS CARSON,

Legal representative of John Jacob Abner.

MARCH 16, 1804.

[Plot omitted.]

This plot represents a tract of land, surveyed for Thomas Carson, beginning at red oak corner, on the bank of Tombigbee, running up the bank of the river, as the plot directs, eighty chains, to a stake at the mouth of Polbyu; thence south, eighty-six degrees west, eighty chains, to a pine; thence, south, eleven degrees east, eighty chains to a pine; thence, to the beginning; containing six hundred and forty acres. Surveyed the 12th of March, 1804.

NATT. CHRISTMAS.

Chain bearers, John Barnett, Godwin Mirack.

Entered in record of claims, volume 1, pages 97 and 98, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, *Register.*

This day came John Barnett and Goodwin Mirack before me, and made oath that, in all cases where they have borne the chain, they have done it to the best of their knowledge, and rendered a true account of the measurement; and that they would, in all cases hereafter, do the same in like manner.

Sworn before me this 5th of March, 1804,

JOSEPH THOMPSON, *J. P.*

The said Thomas Carson, in support of the right of representation, produced a deed of conveyance from John Jacob Abner, bearing date the 31st day of July, 1802, duly executed, assigning, relinquishing, and conveying to the said Carson, his heirs and assigns, all the said Abner's right, title, interest, and claim to the said land, and the improvements made thereon.

Adam Hollinger, Francis Boykin, and Richard Barrow, were produced as witnesses, and, being duly sworn, the said Hollinger deposed, that John Jacob Abner did, in the year 1797, and for many years before, inhabit and cultivate the land now claimed, and continued to inhabit and cultivate the same, until after he sold his right to Thomas Carson; that the said Abner was, in the year 1797, the head of a family; in the spring of the year 1803, Thomas Carson entered into possession of the premises, and has so continued ever since.

The said Boykin testified, that Abner was in possession of the land in the year 1792 or 1793, but does not know that he lived there in 1797.

The said Barrow testified, that John Jacob Abner did inhabit and cultivate the land in question in the year 1797, and has continued to cultivate the same until the last year; and that he was of full age, and the head of a family in year 1797.

The Board ordered that the case be postponed for consideration.

THE HEIRS OF CHARLES BREWER, case No. 27 on the docket of the Board, and No. 57 on the books of the Register.

Claim.—A donation of five hundred and eighty-two acres, under the second section of the act.

The claimants presented their claim, together with a surveyor's plot of the land claimed, in the following words and figures, to wit:

To the Commissioners appointed in pursuance of the act of Congress, passed the 3d of March, 1803, for receiving and adjusting claims to lands south of the river Tennessee, and east of Pearl river.

MARCH 14, 1804.

Please to take notice, that the following tract of land, beginning on a tupelo gum near the bank of Sunflower creek, or on a stake in and about fifteen feet from said gum, and bounding on five lines of Hiram Mounger's survey, and cornering on a stake in the branch, and running south, twenty degrees west, forty-four chains; thence, south, seventy degrees east, one hundred and twenty-seven chains, to the beginning. This land is claimed by the heirs of

Charles Brewer, late of Washington county, Mississippi territory, deceased, under, and by virtue of, a settlement made by the said Charles Brewer, in September, 1797, and now delivered to the Register of the Land Office, to be recorded as directed by said act. To which they beg leave to refer, as also to the copy of the plot herewith filed.

EPHRAIM BARKER, his \times mark,
For the heirs of Charles Brewer.

[Plot omitted.]

Test, RICHARD LEE.

The within plot is surveyed for the remains of Charles Brewer, deceased, beginning on a tupelo gum, near the bank of the Sunflower creek, or on a stake in and about fifteen feet from said gum, and bounding on five lines of Hiram Moulter's survey, and corners on a stake in the branch, and running south, twenty degrees west, forty-four chains; thence, south, seventy degrees east, one hundred and twenty-seven chains, to the beginning.

Surveyed by me, Robert Ligon. Chain carriers, Stephen Williams, George Dickey.

Entered in record of claims, vol. 1, page 168, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

MARCH 10, 1804.

This day came before me George Dickey and Stephen Williams, and swore that they had faithfully and truly carried the chain in surveying a tract of land for the heirs of Charles Brewer, deceased, without favor or affection, to the best of their skill and ability, so help them God.

WILLIAM H. HARGRAVE, J. P.

ROBERT LIGON, Surveyor.

John Brewer, Esq. and Hiram Moulter, were produced as witnesses, and being duly sworn, they deposed, that the deceased Charles Brewer commenced the improvement of the land in question, in the fall of the year 1797, by clearing a little land, &c.; his family being sickly, he did not make a crop on the land in the year 1798, but came on to the land with his family in the fall of the year 1798, and continued to inhabit and cultivate the same until his decease, which was in the year 1802; his family have since continued to inhabit and cultivate the same land until the present time. The said Charles Brewer was the head of a family in the year 1797.

The Board ordered that the case be postponed for consideration.

JAMES CALLER, Esq. case No. 28 on the docket of the Board, and No. 40 on the books of the Register.

Claim.—A donation of five hundred and sixty-seven acres and six-tenths of an acre, as assignee and legal representative of Joseph Anderson, under the second section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the words and figures following, to wit:

To the Commissioners appointed in pursuance of an act of Congress passed the 3d of March, 1803, for receiving and adjusting claims to lands south of the Tennessee river, and east of the Pearl river.

FORT STODDERT, March 15, 1804.

Please to take notice, that the following tract of land lying west of the Tombigbee river, butting and bounding northwardly, beginning at a sycamore on the bank of said river, being the conditional corner between Joseph Anderson and Jacob Abner, running south, seventy-six degrees west, to another black jack corner, agreed upon by the said Anderson and Abner; thence, to a stake on the same course, distance seventy chains; thence, south, three degrees east, seventy-five chains, to a black gum on the side of a small branch; thence, north, eighty-seven degrees east, seventy chains, to a stake on the river bank at Rochon's corner; then up the meanders of said river to the beginning corner; bounded northwardly by Jacob Abner's land, and southeastwardly by Rochon's land, west by vacant land, and on the east by the Tombigbee river, lying in the county of Washington, Mississippi territory, about two miles above Nanna Hubba bluff; is claimed by James Caller, the legal representative of Joseph Anderson, the said Joseph Anderson having settled thereon on the — day of — 1798; and conveyed by said Anderson to Seth Dean, on the 3d of December, 1803, and from said Dean conveyed to James Caller, on the 16th day of January, 1804, under and by virtue of the donation, agreeably to the second section of an act of Congress, passed the 3d of March, 1803, as may appear by that act, to all which he begs leave to refer, as also to the copy of the plot now handed or delivered to the Register of the Land Office to be established east of Pearl river, and to be recorded agreeably to that act.

JAMES CALLER,
JOSEPH ANDERSON.

[Plot omitted.]

MARCH 14, 1804.

Surveyed for James Caller, the legal representative of Joseph Anderson, a tract of land on the west side of the river Tombigbee, containing five hundred and sixty-seven and six-tenths acres; beginning at a sycamore on the bank of said river, being the conditional corner between the said Anderson and Jacob Abner, running south, seventy-six degrees west, to another black jack corner agreed on by the said Anderson and Abner; then to a stake on the same course, distance seventy chains; thence, south, three degrees east, seventy-five chains, to a black gum on the side of a small branch; thence, north, eighty-seven degrees east, seventy chains, to a stake on the river bank, at Rochon's corner; then up the meanders of said river to the beginning corner; bounded northwardly by Jacob Abner's land, and south-eastwardly by Rochon's land, west by vacant land, and on the east by the Tombigbee river, lying in the county of Washington, Mississippi territory.

Surveyed by James Gordon. Chain bearers, Joseph Bates, Sen. William Weathers.

Entered in record of claims, volume 1, page 101, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

[Plot omitted.]

Joseph Bates, sen. and William Weathers, made oath, as chain bearers to James Gordon, surveyor, they have given a true account of the lands they admeasured for him as such, to the best of their knowledge.

JAMES CALLER, J. P.

In support of the right of representation, the claimant exhibited a deed of conveyance from Joseph Anderson, bearing date the 3d day of December, 1803, assigning and conveying to Seth Dean all the said Anderson's right, claim, and interest in the said tract of land, and the improvements made thereon; also produced a deed of conveyance from said Dean, bearing date the 18th day of January, 1804, conveying and assigning to the said James Caller all the said Dean's right and claim to the said tract of land, and to the improvements made thereon.

Adam Hollinger was produced as a witness, and being duly sworn, deposed, That the said Joseph Anderson entered into the land in question early in the year 1798, (believes in the month of February,) and cultivated a small crop that season, and lived on the land in a school house; that the year following he built a house on the land, and continued there to inhabit and cultivate until about this time last year; he then sold his improvement, and moved off. At the time when he first went on to said land, he had a wife and family of children.

Question by James Caller. Did you ever hear John Jacob Abner say that he and Anderson had agreed upon a conditional line between their respective possessions?

Answer. I did hear Abner say so, but do not know where the line was."

The Board ordered that the case be postponed for consideration.

HOWEL DUPREE's case, No. 29 on the docket of the Board, and No. 42 on the books of the Register.

Claim.—A donation of six hundred and thirteen acres, as assignee and legal representative of William Hillis, under the second section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the words and figures following, to wit:

To the Commissioners appointed in pursuance of the act of Congress, passed the third day of March, 1803, for receiving and adjusting of the claims of land south of Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land is claimed by Howel Dupree, of Washington county, Mississippi territory, under, and in virtue of, a settlement made by William Hillis in the year 1795, now delivered to the Register of the Land Office to be established east of Pearl river, to be recorded as directed by said act. To which he begs leave to refer, as also to the copy of the plot herewith filed.

MARCH 15, 1804.

HOWEL DUPREE.

[Plot omitted.]

The above survey is just and true as it stands stated, surveyed the 14th day of March, 1804, by me, Robert Ligon, and having such marks, natural and artificial, as the plot represents; beginning on a line run for Creighton's survey, and running north, thirty-four degrees west, seventeen chains, to a sassafras; and from thence north, thirty-seven degrees east, thirty-five chains to pine; and from thence south, eighty-five degrees east, to water oak; and from thence north, twenty degrees east, thirty-four chains, to swamp bush; and from thence, meandering the river, and on its west side, to where the rivers Tombigbee and Alabama intersect each other, and corner on a sweet gum on the bank of said river, and running south, eighty degrees west, one hundred and fifty-two chains, to the beginning stake, including, in said lines, the improvement made by Hillis and transferred to Dupree, to which the same implies the surveying.

Entered in record of claims, vol. 1, page 108, by EDWARD LLOYD WAILES, for
JOSEPH CHAMBERS, Register.

MISSISSIPPI TERRITORY, Washington County:

MARCH 30, 1804.

Personally appeared before me John Hines and Edmund Smith, and made oath on the Holy Evangelists of Almighty God, deposed, and said, that they carried the chain for a tract of land surveyed for Howel Dupree, and that they effected the duty to the best of their skill and judgment, as directed by the surveyor.

Given under my hand. Sworn to before me,

JON. CALLIER, J. P.

The claimant exhibited a deed of conveyance from William Hillis, bearing date the 9th day of November, 1801, assigning and conveying to the said Howel Dupree all the said Hillis's right, interest, and claim to the said tract of land, and to the improvements made thereon.

Richard Barrow was produced as a witness, and, being duly sworn, deposed, that, in the year 1795, William Hillis commenced the improvement and cultivation of the land now claimed, and continued to inhabit and improve the same until he sold his right to Howel Dupree in the year 1801: the last part of the time the said Hillis rented the land. When Dupree purchased the right of Hillis, he took the possession, and has continued to inhabit and cultivate the same until this time; that the said Hillis, at the time of his inhabiting, as aforesaid, the said land, in the year 1797, was the head of a family.

Question. Were you present when the said Hillis assigned his right to the land in question to the said Dupree?

Answer. I was; it was done at my house.

Question. Did you see it executed and delivered by Hillis?

Answer. I did, and signed it myself as a witness.

The Board ordered that the case be postponed for consideration.

JAMES SCOTT's case, No. 30 on the docket of the Board, and No. 41 on the books of the Register.

Claim.—A donation of three hundred and seventy-five acres and twenty poles, as assignee and legal representative of Gabriel Burrows, under the second section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the words and figures following, to wit:

To the Commissioners appointed in pursuance of the act of Congress, passed the third day of March, 1803, for receiving and adjusting the claims of lands south of Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situated on the waters of Bassett's creek, in the county of Washington, beginning at a pine and running south, thirty degrees east, one hundred and twenty-two chains, to a gum corner; thence south, sixty degrees west, twenty-five chains, to a gum corner; thence north, thirty degrees west, seventy-nine chains, to a cypress corner; thence north, sixty degrees west, twenty-five chains, to a red oak; thence north, forty-five degrees west, thirty chains fifty links, to red oaks; thence north, sixty-seven degrees east, fifty chains thirty links, to the beginning; containing three hundred and seventy-five acres and twenty poles, having such shape, form, and marks, both natural and artificial, as are represented in the plot herewith annexed: is claimed by James Scott, legal representative of Gabriel Burrows, and is now exhibited to the Register of the Land Office established east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to a copy of the plot herewith filed.

MARCH 15, 1804.

JAMES SCOTT,
Legal representative of Gabriel Burrows.

[Plot omitted.]

FEBRUARY 18, 1804.

I have surveyed, for James Scott, three hundred and seventy-five acres and twenty poles of land, on the west side of Tombigbee river; its buttings and boundaries are as hereafter set down: beginning at a pine, running south, thirty degrees east, to a sweet gum, seventy-five chains, to an open pond; thence, to a tupelo gum corner, forty-seven chains; thence south, sixty degrees west, twenty-five chains; thence north, thirty degrees west, to a black gum station on Lee's line, forty-seven chains; thence, to a cypress corner, thirty-three chains; thence north, sixty-five degrees west, to a forked red oak corner, twenty-five chains; thence north, forty-five degrees west, to a mulberry station, twelve chains; thence, to a red oak sapling corner, eighteen chains twenty-five links, to the beginning, north, sixty-seven degrees east, fifty chains thirty links.

WILLIAM GILLIAM.

Chain carriers, Solomon Wheat and Benjamin Harrison.

Entered in record of claims, vol. 1, page 106, by EDWARD LLOYD WAILES, for
JOSEPH CHAMBERS, Register.

MISSISSIPPI TERRITORY, Washington County:

MARCH 13, 1804.

This day came before me, one of the justices assigned to keep the peace in said county, Solomon Wheat and Benjamin Harrison, and did swear that they carried the chain round the land that was run for James Scott, to the best of their knowledge: so help them God.

WILLIAM H. HARGRAVE, J. P.

The claimant exhibited a deed of conveyance from Gabriel Burrows, bearing date the 19th day of September, 1799, relinquishing and conveying to the said Scott all the said Burrows's right, title, and claim, to the said tract of land, and the improvements made thereon.

Hiram Moulger was produced as a witness, and, being duly sworn, deposed, that about Christmas, in the year 1797, Gabriel Burrows removed on to the land in question, with his family, erected a house, and commenced the clearing of the land, and raised a crop upon the same the following season; that he continued to inhabit and cultivate the same until he sold his possessions to James Scott; the said James Scott then came into the possession of the premises, and has continued to inhabit and cultivate the same until this time; that the said Burrows was, at the time of commencing his settlement, as aforesaid, the head of a family.

The Board ordered that the case be postponed for consideration, and adjourned until Saturday, the 17th instant.

SATURDAY, March 17, 1804.

The Board met, according to adjournment. Present: Ephraim Kirby, Robert C. Nicholas, Joseph Chambers. Adjourned until Monday, the 19th instant.

MONDAY, March 19, 1804.

The Board met, according to adjournment. Present: Ephraim Kirby, Robert C. Nicholas, Joseph Chambers. Adjourned until Tuesday, the 20th instant.

TUESDAY, March 20, 1804.

The Board met, according to adjournment. Present: Ephraim Kirby, Robert C. Nicholas, Joseph Chambers.

THOMAS BASSETT's case, No. 31 on the docket of the Board, and No. 49 on the books of the Register.

Claim.—Of seven hundred and fifty acres, as administrator of Nathaniel Bassett, deceased, who was son and heir of Thomas Bassett, deceased, under a British grant, confirmed by a Spanish warrant of survey, under the first section of the act.

The claimant exhibited his claim, together with a surveyor's plot of the land claimed, in the following words and figures, to wit:

To the Commissioners appointed in pursuance of the act of Congress, passed the third day of March, 1803, for receiving and adjusting the claims to lands south of the Tennessee, and east of Pearl river.

Please to take notice that the following tract of land, situated on the river Tombigbee, in the county of Washington, beginning at a sassafras, running thence, north, eighty-two degrees west, one hundred and twenty-five chains and seventy-five links, to a pine corner; thence, south, eight degrees west, fifty-nine chains and twenty-eight links, to a black jack; thence, south, eighty-two degrees east, ninety-two chains, to a white ash on the river; thence, with the river, to the beginning; containing seven hundred and fifty acres, is claimed by Thomas Bassett, administrator of Nathaniel Bassett, in and by virtue of a British and Spanish grant, having such shape, form, and marks, both natural and artificial, as are fully represented in the plot annexed, and is now exhibited to the Register of the Land Office, to be recorded as directed by said act. To all which he begs leave to refer, as also to a copy of the plot herewith filed.

MARCH 19, 1804.

[Plot omitted.]

THOMAS BASSETT,
Administrator of Nathaniel Bassett.

The above survey was surveyed the 27th day of February, 1804, for Thomas Bassett, the representative of Thomas Bassett his brother, lying and situated on the upper end of Mackintosh bluff, partly surround the basin, beginning on a sassafras, on the west side of the above river, and running north, eighty-two degrees west, one hundred and twenty-five chains, seventy-five links; thence, south, eight degrees west, fifty-nine chains, twenty-eight links; thence, south, eighty-two degrees east, ninety-two chains, to the above river or basin, including Hinston and Powell within the survey, amounting, by estimation, to seven hundred and fifty acres.

N. B. The within survey was surveyed by me, Robert Ligon.

Chain carriers, Francis Stringer, William Barker.

You Francis Stringer, and William Barker, do swear, and affirm, that you have justly and truly carried the chain, as directed by the surveyor, to the best of your skill and ability, for Thomas Bassett; land situated on M'Intosh bluff.

JOHN BREWER, J. P.

ROBERT LIGON, Surveyor.

In support of this claim, the following written documents were introduced, to wit:

I, Nathaniel Bassett, inhabitant of this city, in the best form of law, before your excellency, appear and say, that from my late father, both my brother Thomas and myself inherited a certain quantity of land, situated on the river Tombigbee, formerly in the district of Mobile, but now included in the American territory, according to the limits lately fixed, which land consists of a plantation of one thousand and fifty acres, possessed by my brother, and another of seven hundred and fifty, whereupon lives, with our consent, Mr. Powell; which possessions were the property of our father, who had the titles thereof, from the time they were under the English government, having since, and while they belonged to the Spanish dominions, presented the said original documents to his excellency Stephen Miro, formerly Governor General of these provinces, who was pleased to confirm us, by the title we obtained from him, in the legal possession which we enjoyed. But several accidents happened to my mother, Lucy Bassett, having caused the seizure of her property, and among other things of the said titles, which were put in the public deposit; they were destroyed there in the fire of the year 1794. It being now necessary to ascertain the loss, in order prove, in the American territory, that I am the legal owner of the aforesaid lands, I beg your excellency to be pleased to order an information to be taken, without delay, and deposition to be received, as well of the persons who saw us in peaceable possession of them, when the said river and its lands were delivered to this Government, as of those who have seen, not only the English titles which we had got, but also the confirmation granted to us in virtue of them, by the aforesaid Governor Miro. And to that end I beg your excellency to admit the justification I offer, issuing order for the witnesses whom I will present to be examined according to the tenor of what I have heretofore exposed, and to deliver me the whole after its execution, to the use, and with reserve of my rights; which favor I solicit with justice; and swear, &c.

NATHANIEL BASSETT.

It being presented, the information solicited by the petitioner will be received. Mr. Peter Derbigny, interpreter public, being called, if necessary, with the usual formalities, the execution of the present order is committed to the Notary, who, after it is duly complied with, will deliver it as is solicited.

[Here follows the Civil Governor's half signature.]

It is so ordered by his honor Don Nicholas Vidal, Lieutenant Governor, Auditor of War for the provinces of Louisiana and West Florida, and Civil Governor temporary of the same, since the death of the Governor General, vice Patron Royal, and sub delegate of the posts revenues, for His Majesty, who signed it in the city of New Orleans, the seventh day of July, one thousand eight hundred.

NARC. BROUTIN, Notary Public.

The same day I informed Mr. Nathaniel Bassett of the above.

BROUTIN, Notary Public.

The same day I communicated the above to Mr. Peter Derbigny, who said he accepted of the commission of interpreting therein given to him, and swore in the name of Almighty God to fulfil it faithfully. In witness whereof he has set his signature to the present.

PETER DERBIGNY.

Before me: NARC. BROUTIN, *Notary Public*.

In the city of New Orleans, the seventh day of July, one thousand eight hundred, Mr. Nathaniel Bassett presented as a witness, in the information by him solicited, according to the order given for its execution, Mr. Augustin Rochon, inhabitant of the town of Mobile, actually in this city, and in virtue of the commission to me conferred by the foregoing decree, and through the interpretation of Mr. Peter Derbigny, I received the oath which he made by the Almighty God, and the Holy Cross, according to law, to declare the truth in what will be under his knowledge, and being interrogated agreeably to the tenor of the foregoing petition, he said, that it is certain, to him known and notorious, that Nathaniel Bassett and his parents possessed some lands on the river Tombigbee, in the district of Mobile; and that he, the deponent, saw the said Nathaniel and his parents in quiet and peaceable possession of the said lands; at the time that the said river, and the lands belonging to it, were given up to this crown; and further, he affirms that his present deposition contains the truth, agreeably to his oath; and after it was read to him, he ratified and confirmed it; he is said to be twenty-seven years of age, and signed with the above named interpreter; which I do attest.

AUGUSTIN ROCHON,
PETER DERBIGNY.

Before me: NARC. BROUTIN, *Notary Public*.

In the city of New Orleans, the eighth day of July, one thousand eight hundred, Mr. Nathaniel Bassett, in the information by him solicited, according to the order given for its execution, presented as a witness Mr. Anthony Mendez, of whom, in virtue of a commission to me conferred by the foregoing decree, I received the oath which he made by the Almighty God, and the Holy Cross, according to law, to declare the truth in what will be under his knowledge; and being interrogated after the tenor of the foregoing petition, he said, that the contents of the said petition are the exact truth, for the deponent held in his own hands, the titles of property of the said lands, written in the English language; and he further affirms, that his present deposition is faithful and true, agreeably to his oath; and after it was read to him, he ratified and confirmed it; he is said to be above the age of majority, and signed it; which I do certify.

ANTHONY MENDEZ.

Before me: NARC. BROUTIN, *Notary Public*.

In the city of New Orleans, the ninth day of July, one thousand eight hundred, Mr. Nathaniel Bassett, in the information by him solicited, and ordered to be taken, presented as a witness Mr. Simon Favre, of whom, in virtue of the commission to me conferred by the foregoing decree, and through the interpretation of Mr. Peter Derbigny, I received the oath which he made, by the Almighty God, and the Holy Cross, according to law, to answer the truth in what will be under his knowledge; and being interrogated after the tenor of the foregoing petition, he said, that it is certain, and to him well known, that Mr. Thomas Bassett, father of the petitioner, since the time that the English Government was owning and had the effectual possession of the plantations situated on the river Tombigbee, one of them at a place called Thomas's Bluff, and the other at the place called Thichapataw, which now bears the name of Bayou Bassett, or Bassett's creek; that when the district of Mobile, wherein were included the said plantations, was given up to the crown, the sons of the said Thomas Bassett became Spanish subjects, and, as such, continued to possess the said lands; that the deponent also knows that one Stigoe Powel lives on one of the said plantations, although he is not informed for what motive. And he further says, that this is all that is known to him concerning this matter, and that it is the truth agreeably to the oath he has taken; and after it was read to him, he ratified and confirmed it. He is said to be forty years of age, and signed with the above named interpreter; which I do certify.

SIMON FAVRE.

Before me: NARC. BROUTIN, *Notary Public*.

In the city of New Orleans, the same day, month, and year, Mr. Nathaniel Bassett, in the information by him solicited, and ordered accordingly to be taken, presented as a witness, Mr. Charles Parent, of whom, in virtue of the commission to me conferred by the foregoing decree, and through the interpretation of Mr. Peter Derbigny, I received the oath that he made by the Almighty God, and the Holy Cross, according to law, to declare the truth; and being interrogated after the tenor of the foregoing petition, he said, that he knows and heard that the father of the petitioner possessed two plantations on the river Tombigbee, in the district of Mobile, in the time of the English dominion; and that, when the district of Mobile was given up to this crown, the said Bassett, father and son, became Spanish subjects, and remained in possession of the said lands; he further says, that his present deposition contains the truth, agreeably to the oath he has taken; and after it was read to him, he ratified and confirmed it. He is said to be sixty-three years of age, and signed with the above named interpreter; which I do certify.

CHARLES PARENT.
PETER DERBIGNY.

Before me: NARC. BROUTIN, *Notary Public*.

In the city of New Orleans, the twelfth day of July, one thousand eight hundred, Mr. Nathaniel Bassett, in the information by him solicited, and ordered accordingly, presented as a witness Mrs. Mary Fitzgerald, of whom, in virtue of the commission conferred to me, and through the public interpreter, I received the oath which she made, by the Almighty God, and the Holy Cross, according to law, to declare the truth; and being interrogated after the tenor of the foregoing petition, she said that the only thing she can declare is, that, before the last fire, she saw the titles of grant of the lands mentioned in said petition, written in the English language, in possession of the petitioner, and confirmed by his excellency Stephen Miro, formerly Governor of this province; and she further says that her present deposition contains the truth, agreeably to the oath she has made. Is said to be more than thirty years of age, and signed with the above named interpreter; which I do certify.

MARY FITZGERALD.
PETER DERBIGNY.

Before me: NARC. BROUTIN, *Notary Public*.

In the city of New Orleans, the fifteenth day of July, one thousand eight hundred, before me, the Notary, appeared James Lemaire, witness presented by Mr. Nathaniel Bassett, in the information by him solicited, of whom, in virtue of the commission to me conferred by the preceding decree, I received the oath which he made by Almighty God, and the Holy Cross, according to law, to declare the truth; and being interrogated after the tenor of the foregoing petition, he said, that about two years before the fire of 1794, the petitioner showed him two titles of grant of some lands, which his father possessed on the river Mobile, at the place called Tombigbee; the first in the English language, which his aforesaid father had since the time of the English dominion, and the others in Spanish, being given by his excellency Governor Stephen Miro, whereby he left the petitioner in peaceable possession of the said lands, because, when said territory was given up to Spain, he, the said petitioner, became a Spanish subject; that he cannot ascertain, with any degree of precision, what was the exact quantity of said lands, but believes that one tract contained above a thousand acres, and the other more than seven hundred of superficies; and he further says, that his present deposition contains the truth, agreeably to the oath he has taken, and after it was read to him, he ratified and confirmed it. Is said to be thirty years of age, and signed it; which I do certify.

JAMES LEMAIRE.

Before me: NARC. BROUTIN, *Notary Public*.

I, Nathaniel Bassett, inhabitant of this city, in pursuance of the instance by me moved, with a view of justifying that my brother Thomas and myself are truly the owners of two plantations, situated on the river Tombigbee, the one at the place called Thomas's bluff, and the other at Thichapataw, now known by the name of Bayou Bassett, or Bassett's creek; the first containing one thousand and fifty acres, and the other seven hundred and fifty; on one of which is now living, Mr. Pouel, before your excellency appear and say, that I have sufficiently proved, by the depositions of Augustin Rochon, Anthony Mendez, Simon Favre, Charles Parent, James Lemaire, and Mary Fitzgerald, that we legally possess and own the said tracts of land, according to the titles of them, which the said witnesses have seen, as well as those granted by the English Government, as those granted by the Spanish, which titles perished in the fire of the year 1794; in consequence of which, and to the end of justifying my right, and legal possession of the aforesaid lands, and that the said justification may be equivalent to the original titles destroyed by the fire, so that I may be acknowledged as legal owner of the said tracts, in the United States, in which territory they are now included, according to the late limits, I beg of your excellency to give your approbation to the said justification, as far as is by law required, giving it the necessary sanction by your decree, and the intervention of your royal authority; ordering, at the same time, that the original writings be delivered to me with such authenticated copies as I may want, to present myself where, and in the manner that will be convenient to my interest. And to that end, I entreat of your excellency to issue the orders I am soliciting with justice; swearing, &c.

NATHANIEL BASSETT.

Let the writings be brought before the tribunal: follows the Civil Governor's half signature.

It has been so ordered by his excellency Don Nicholas Maria Vidal, &c. the 24th of July, 1800.

NARC. BROUTIN, *Not. Pub.*

The same day, I, the notary, went to Mr. Nathaniel Bassett's lodgings, and notified him the foregoing decree.

BROUTIN, *Not.*

Having seen the information, made at the request of Mr. Nathaniel Bassett, we approve it, in as much as is by law required, ordering to deliver the original of it to said Bassett, agreeably to his petition, with such copies as he may want for the purposes to him convenient, he paying their amount, together with that of the costs of the present writings, according to their just tax.

NICHOLAS M. VIDAL.

It was so ordered by his excellency Don Nicholas Maria Vidal, &c. in New Orleans, the 4th day of August, 1800.

NARC. BROUTIN, *Not. Pub.*

The same day, I communicated the contents of the foregoing decree to Mr. Nathaniel Bassett.

BROUTIN, *Not.*

[Here follows the taxation of the costs.]

I, Peter Derbigny, interpreter to His Catholic Majesty in and for the province of Louisiana, do certify that the above is a true and faithful translation from the original, written in Spanish. In testimony whereof, I have hereunto set my hand, the thirteenth day of May, one thousand eight hundred and one. (The 24th of July, 1800, interlined before signed.)

PETER DERBIGNY.

I, Nathaniel Bassett, inhabitant of this city, in the information which I have been permitted to give, to the end of justifying that my brother Thomas and myself are the only legal owners of the two plantations, one of which contains one thousand and fifty acres, and the other seven hundred and fifty, both granted to our father, with the usual titles, since the time of the English dominion in the river Tombigbee, formerly in the jurisdiction of Mobile, and now included within the American territory by the late limits; the said property having been confirmed to us by new titles under the Spanish Government, before your excellency appear and say: that, to the end of proving more fully the date of the Spanish titles which were destroyed in the fire that happened in this city in the year 1794, he wishes your excellency may be pleased to order that Mr. Bernard Molina, Mr. Anthony Mendez, and Mr. Augustin Camano, shall declare, upon oath, if they know and are assured that, before the said fire, they saw in my hands and possession the two above said titles, dated in June, 1787, by which his excellency Don Stephen Miro, then Governor of this province, confirmed to me the property and privilege which I had upon the said plantations or tracts of land; and, it being so done, in order to give more force and validity to these proofs, and hold them as a part and as the end of the present information, I beg of your excellency to approve them, so far as is by law required, and confirm them by your judicial decree, and the interposition of the authority which you represent, ordering the whole of the proceedings to be delivered to me original, with the copies which I will ask for the purposes that will tend to establish my rights; the costs of which I am ready to pay. I, therefore, beg of your excellency to be good enough to issue the order which I solicit with justice; to which end I do swear, &c.

NATHANIEL BASSETT.

The persons named in the above shall swear and declare as is solicited before the notary to whom it is committed; and, after it shall be done, the papers will be brought before the tribunal.

[Here follow the signatures or flourishes of the Governor and Auditor.]

It is so ordered by his excellency Don Manuel de Salcedo, colonel of the royal armies, civil and military Governor of the provinces of Louisiana and West Florida, inspector of the troops and militia of the same, vice patron royal, and judge sub-delegate of the superintendency of the posts for His Majesty, who signed it with Don Nicholas Maria Vidal, lieutenant governor, high judge of the war in and for these provinces, and counsellor general of the government of the same, in the city of New Orleans, the 21st day of October, 1801.

NARCISSE BROUTIN, *Not. Pub.*

In the city of New Orleans, the 22d day of October, 1801, before me, the notary, appeared Don Augustin Camano, of whom, in virtue of the commission which is given to me by the foregoing decree, I received the oath which he made by the Almighty, and a sign of the Holy Cross, according to law, to answer the truth that will be laid before him, and being interrogated agreeably to the tenor of the preceding petition, he said, it is true and certain that, before the fire which broke out in this city in the year 1794, he saw in the hands and possession of the petitioner the titles of two tracts of land situated on the river Tombigbee, formerly in the jurisdiction of Mobile; one of one thousand and fifty acres, the other of seven hundred and fifty; which titles were signed by his excellency Don Esteban Miro, Governor General of this province, under date of the month of June, 1787, and by them the aforesaid Governor confirmed the property and rights which the petitioner had upon the said tracts ever since the English dominion; and he further affirms that his present deposition contains the truth, agreeably to his oath, and, after it was read to him, he ratified and confirmed it: said to be of fifty-three years of age, and signed it, which I do attest.

AUGUSTIN CAMANO.

Before me:

NARCISSE BROUTIN, *Not. Pub.*

In the same day, month, and year, I, the notary, in virtue of the commission which is conferred unto me by the foregoing decree, received the oath of Don Bernard Molina, sub-lieutenant of the armies, who took it by the Almighty God, the right hand laid on the hilt of his sword, swearing to answer the truth to the questions that will be asked of him; and, being interrogated after the tenor of the foregoing petition presented by Mr. Nathaniel Bassett, he said, that, before the fire which happened in this city in the year 1794, he saw in the hands and possession of said Bassett, two titles of two tracts of land or plantations, situated on the river Tombigbee, formerly in the jurisdiction of Mobile, one of one thousand and fifty acres, and the other of seven hundred and fifty; said titles bearing date of the month of June, 1787, signed by the then Governor General of this province, confirming thereby the property and

rights which the said Bassett had to said lands, in time of the English dominion; and he further affirms that his present deposition contains the truth, agreeably to his oath; and, after it was read to him, he ratified and confirmed it: said to be above the age of majority, and signed, which I do attest.

BERNARD MOLINA.

Before me:

NARCISSE BROUTIN, *Not. Pub.*

In the city of New Orleans, the 30th day of October, 1801, before me, the notary, appeared Don Anthony Mendez, of whom, in virtue of the commission which is conferred unto me by the foregoing decree, I received the oath, which he made by the Almighty God and the Holy Cross, according to law, swearing to answer the truth to the questions that shall be asked of him, and, being interrogated after the tenor of the foregoing decree, he said, that he is certain and knows positively that, before the fire of the year 1794, Mr. Athanasius Bassett had in his possession the titles of property of the lands expressed in his foregoing petition, and that the deponent himself kept in his hands the primitive titles in English in the year 1780, being at Mobile, which titles were destroyed, by the same fire, with those granted by his excellency Don Stephen Miro, former Governor of this province; and he said that what he has declared is the truth, agreeably to the oath which he has taken: that he is forty-nine years of age; and he signed it; which I do attest.

ANTHONY MENDEZ.

Before me:

NARCISSE BROUTIN, *Not. Pub.*

The whole being seen, we approve, as far as the law admits it, the information received at the request of Mr. Nathaniel Bassett, and order it to be delivered to him original, with such copies as he will ask for the purposes which may be convenient to him, he paying the amount and the costs, according to a just tax.

MANUEL DE SALCEDO,
NICHOLAS MARIA VIDAL.

It has been so ordered by his excellency Don Manuel de Salcedo, &c. who signed it, with Don Nicholas Maria Vidal, &c. in the city of New Orleans, the 1st day of December, 1801.

NARCISSE BROUTIN, *Not. Pub.*

[Here follow the ratification of the decree and taxation of the costs.]

I, Peter Derbigny, interpreter to His Catholic Majesty, in and for the province of Louisiana, do certify that the above is a true and faithful translation from the original written in Spanish. In testimony whereof I have hereunto set my hand the 19th day of May, 1802. [The words *then* and *with* scratched out before signing.]

PETER DERBIGNY.

Don Manuel de Salcedo, coronel de lo reales exercito, gobernador solitico y militar de las provincias de la Luisiana y Florida Occidental, inspector de la tropa veterana y milicia de ellas, vice-patron real, y suez sub-delegado de la superintendencia general de correo, &c.

Certifico que Don Pedro Derbigny, de quien parece firmad el documento antecedente, es interprete publico por Su Magestad de etto provincia, y que es surerdadadera firma a la que se debe dar entera fé y credito; y para que conste doy la presente firmada de mi mano, sellada con el sello de mi arma refrendada, por el infrascrito comisario honorario de guerra, secretario por Su Magestad de este Gobernador, en la Nueva Orleans, a dos de Junis, 1802.

[L. s.] MANUEL DE SALCEDO,
ANDREZ LOPEZ ARMETTO.

Certified that the signature within this document is the same that his excellency the Governor General puts in all public and private papers signed by him.

[L. s.] JOAQUIN DE OSORNO.

MOBILE, March 6, 1804.

Entered in the Register's Office, vol. 1, page 127 to 145, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, *Register.*

I, Thomas Price, of the post of Mobile, English interpreter for His Majesty the King of Spain, do solemnly swear by the Almighty God, and by the Holy Cross, that this is a true and faithful translation of the Spanish writings hereto annexed.

THOMAS PRICE.

Subscribed and sworn to before the Board, March 20, 1804. Attest: DAVID PARMELEE 2d, *Clerk.*

The following depositions were exhibited, to wit:

The deposition of Wilford Hockett, who deposeth and says, that, at the time the British exercised jurisdiction on and about the river Tombigbee, he lived there, and that he knew Thomas Bassett to live and be in possession of a tract of land, said to contain five hundred acres, on the Tombigbee river, at the upper end of what was called Macintosh's bluff; and that, when the Spanish came to exercise jurisdiction there, the family of Bassetts went to New Orleans; some time after, say in the year 1788, the deponent being in company with Nathaniel Bassett, a Mr. Powel applied to said Bassett to purchase said land, but said Bassett refused selling it, saying he intended to return to and live on it as soon as he could arrange his business at New Orleans. After this, Mr. Powel requested liberty to live on said land: Bassett observed he might, on condition that he would leave it when thereunto requested.

WILFORD HOGGATT.

NATCHEZ, November 12, 1801.

SAMUEL BROOKS, *Justice Peace.*

The deposition of Anthony Hockett, Esquire, who deposeth and says, that, some time in the year 1788, the deponent being in company with Nathaniel Bassett, a Mr. Powel applied to said Bassett, and requested liberty to go on to a tract of land, belonging to said Bassett, at Macintosh's bluff, until he could supply himself elsewhere: said Bassett replied that he might, if he would leave or deliver it to him whenever he, the said Bassett, should request it.

ANTHONY HOGGATT.

NATCHEZ, November 12, 1801.

SAMUEL BROOKS, *Justice Peace.*

Sworn to and subscribed before me,

Young Gains and James Dean were produced as witnesses, and, being duly sworn, the said Gains deposed: Question. Do you believe that the land now claimed by Thomas Bassett, as the legal representative of Nathaniel Bassett, lying on Thomas's bluff, was inhabited and cultivated on the 27th day of October, 1795? Answer. I do believe that this land, or some part thereof, was cultivated by William Powel, his sons, or widow, on the 27th day of October, 1795.

The said Dean deposed:

In the latter part of the year 1788, I heard William Powel ask of Nathaniel Bassett, the brother of the present claimant, leave to settle upon and cultivate the land now in question; and that Nathaniel Bassett told William Powel that he might settle upon and cultivate the same, provided he, Powel, would deliver to him, Nathaniel Bassett, possession when he should require him, Powel, so to do; to which Powel assented, but said that he expected that Bassett would not want the possession within a short time. Bassett then told Powel he could not certainly say: for he might want it shortly, or perhaps not within two or three years; and this was previous to Powel's taking possession of the land.

Question. Do you know whether this land was inhabited and cultivated by William Powel, his widow, or sons, on the 27th day of October, 1795?

Answer. It was cultivated by them, or some of them, on the 27th day of October, 1795.

The Board ordered that the case be postponed for consideration.

THOMAS BASSETT's case, No 32 on the docket of the Board, and No. 48 on the books of the Register.

Claim.—Of one thousand and fifty acres, as son and heir of Thomas Bassett, deceased, under a British grant, confirmed by a Spanish warrant of survey, under the second section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the following words and figures, to wit:

To the Commissioners appointed, in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting the claims to lands south of Tennessee and east of Pearl river.

Please to take notice, that the following tract of land, situated on the waters of Bassett's creek, in the county of Washington, beginning at a cotton tree, running thence, north, sixty-seven degrees west, ninety-seven chains and fifty links, to a pine; thence, south, twenty-three degrees west, eighty-three chains and sixteen links to a pine; thence, south, sixty-seven degrees east, two hundred and twenty-three chains, to Tombigbee river, a maple corner; thence, with the river, as the same meanders, to the beginning; containing one thousand and fifty acres, having such shape, form, and marks, both natural and artificial, as are fully represented in the plot annexed: is claimed by Thomas Bassett, in and by virtue of a British grant and a Spanish grant; and is now exhibited to the Register of the Land Office established east of Pearl river, to be recorded. To all which he begs leave to refer, as also to a copy of the plot herewith filed.

THOMAS BASSETT.

MARCH 19, 1804.

[Plot omitted.]

The above survey was surveyed the 2d day of March, 1804, by me, Robert Ligon, for Thomas Bassett, an inhabitant of this county, having such marks, forms, and boundaries, natural and artificial, as will hereafter be described, as follows, viz: beginning on the west side of the above river, and crossing the same, for compliment, on the front line, and extends north, sixty-seven degrees west, one hundred and fifty-seven chains, to a large lake or swamp, impassable; thence, striking a square, north, twenty-three degrees east, eighty-three chains sixteen links to old British survey, said to be done for the father of Thomas Bassett, and following the said line, ninety-seven chains fifty links, to a pine; south, twenty-three degrees west, eighty-three chains sixteen links, to a pine; thence, aiming to butt said line, to the aforesaid swamp; including, in said lines, by estimation, one thousand and fifty acres.

Entered in record of claims, vol. 1, page 122, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

MARCH 10, 1804.

This day came before me Isaac Rains and Joel Walker, and swore that they faithfully and truly carried the chain, to the best of their skill and ability, without favor or affection: so help them God.

WILLIAM H. HARGRAVE, J. P.

ROBERT LIGON, Surveyor.

In support of this claim, the same written documents recorded in the preceding case, excepting the two depositions, were applied; also, Young Gains, Francis Stringer, and James Dean, were introduced as witnesses, and, being duly sworn, the said Gains deposed, that I saw Thomas Bassett, the father of the present claimant, in the occupancy and cultivation of the tract of land now claimed, before the year 1781, and during the dominion of the British Government over this country, having large improvements thereon, it being the same tract whereon the present claimant has lived, lying above the mouth of Bassett's creek; and I always understood and believed that Thomas Bassett's father had obtained a grant from the British Government of West Florida for the same tract of land; and that the said Thomas Bassett, the father of the present claimant, as I was informed and do believe, was murdered by the Indians, in or before the year 1781.

Question. Do you know that Thomas Bassett, the present claimant, inhabited and cultivated the land now in question on the 27th day of October, 1795?

Answer. He did inhabit and cultivate the same on the 27th day of October, 1795.

Question. Of what age was Thomas Bassett at the time he was murdered?

Answer. He was about thirty-seven years of age, or upwards.

Question. Which is the true Bassett's creek, the one that runs into the Tombigbee river on its eastern or left bank, or that which empties itself into the same river on the western or right bank?

Answer. I believe they are both properly called by the name of Bassett's creek; the one on the right bank of the Tombigbee, from his having lived on or near the same, and the one on the left from Thomas Bassett's having been murdered thereon; and that the tract of land now in question lies on the west bank of the Tombigbee.

Question, put to the said Dean. Do you know that Thomas Bassett, the present claimant, inhabited and cultivated the land now in question on the 27th day of October, 1795, and has continued to inhabit and cultivate the same ever since?

Answer. I do know that he did cultivate and inhabit the same on the 27th day of October, 1795, and has continued to do so until this time.

Question 2d. Do you know whether or not Thomas Bassett, the present claimant, was twenty-one years of age in the month of June, 1787?

Answer. I do not certainly know, but believe that he was twenty-one years of age at that time.

The said Stringer deposed:

I do believe that Thomas Bassett, the present claimant, inhabited and cultivated the land now claimed on the 27th day of October, 1795, and do know that he has continued to have the same land inhabited and cultivated ever since.

The Board ordered that the case be postponed for consideration.

CORNELIUS M'CURTIN's case, No. 33 on the docket of the Board, and No. 53 on the books of the Register.

Claim.—Of four hundred and eighty acres, by virtue of a Spanish grant or order of survey, under the first section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the following words and figures, to wit:

To the Commissioners appointed in pursuance of an act of Congress, passed the 3d of March, 1803, for receiving and adjusting claims to land south of the Tennessee river and east of the Pearl river.

Please to take notice, the following tract of land, lying west of the river Tombigbee, beginning on the bank of the river, at a sycamore corner, standing at the mouth of a gut on George Brewer's line, running up the river north

eighty-six degrees west, thirty-eight chains, to a swamp oak bush on the bank of the river; thence, south, thirty degrees west, one hundred and twenty-six chains and forty-nine links, to a pine; thence, south, eighty-six degrees east, thirty-eight chains, to a pine; thence, north, thirty degrees west, one hundred and twenty-six chains and forty-nine links, to the beginning, bounded on the north by land of John Arnot, and on the south by John Stelly's land, near to Fort St. Stephen's: is claimed by Cornelius McCurtin, under and by virtue of a Spanish grant or order of survey, granted to Cornelius McCurtin, as may appear by the original grant now delivered to the Register of the Land Office (to be established east of Pearl river,) to be recorded as directed by that act. To all which he begs leave to refer, as also to the copy of the plot herewith filed.

CORNELIUS McCURTIN.

[Plot omitted.]

Surveyed 23d February, 1804. Chain Bearers, John Dease and John Dean.

The above plot represents a tract of land surveyed for Cornelius McCurtin, beginning on the west bank of Tombigbee river, on a sycamore corner, standing at the mouth of a gut, on George Brewer's line, running up the river north, eighty-six degrees west, thirty-eight chains, to a swamp oak bush on the bank of the river; thence, south, thirty degrees west, one hundred and twenty-six chains and forty-nine links, to a pine; thence, south, eighty-six degrees east, thirty-eight chains, to a pine; thence, north, thirty degrees west, one hundred and twenty-six chains and forty-nine links, to the beginning; containing four hundred and eighty acres.

NATT. CHRISTMAS.

Entered in record of claims, vol. 1, page 158, by EDWARD LLOYD WAILES, for JOSEPH CHAMBERS, Register.

MISSISSIPPI TERRITORY, *Washington County*:

I do certify that John Dease made oath before me that he carried the chain for the measuring a tract of land for Cornelius McCurtin, as particularly as the nature of the case would admit of.

R. HARWELL, J. P.

MARCH 24, 1804.

In support of this claim, the following deed of conveyance and order of survey were exhibited, to wit:

TOMBIGBEE RIVER, *July 19, 1790.*

Know all men, by these presents: That I, Edward Lucas, have bargained and sold, unto Cornelius McCurtin, all my right and title of a tract of land, my property, bounding on the north side by John Arnot, and on the south by John Stelly, for the sum of fifty silver dollars, to me paid in hand, the receipt whereof I do hereby acknowledge.

Given under my hand, before witnesses, this day and date abovementioned.

EDWARD LUCAS.

BENJAMIN RAWLINS, } *Witnesses.*
JOHN ARNOT.

Ante mi en et fueste, St. Estevan, 19 de Julio, de 1790,

JOSEF DEVILLE DEGOUTIN.

His Excellency the GOVERNOR GENERAL of West Florida:

Mr. Cornelius McCurtin, lieutenant of militia at Pensacola, and at present resident in Mobile, with the greatest respect, presents, and says, that, in the year of '90, he bought of Edward Lucas, in district of St. Stephen, twelve acres front of land, and forty back, bounded on the north by land of John Arnot's, and on the south by land of John Stelly, (this is in that time,) which I bought for fifty Spanish milled dollars, and part at bill of sale, in consequence, that was authorized by Captain Josef Deville Degoutin, commandant at that time; and, not finding any document of grant in this office, in favor of Lucas, as at that time the Government was favorable to inhabitants, and did not exact the usual custom established; and, desiring the deponent to claim the same land as his property, he prays your excellency, in consideration of what he has said, that, by the Secretary of State, they may deliver him the titles of grant that correspond in good terms what he expects to receive from your excellency's goodness.

CORNELIUS McCURTIN.

MOBILE, 18th December, 1793.

His Excellency the GOVERNOR GENERAL of this province:

It is very true what the deponent declares in his petition; and, being informed by the inhabitants that, before the said McCurtin went to Pensacola, he always made his crops on said land, without molestation: in consequence of which, I think he can obtain the grant that he petitions for, detaining the originals in this office, and deliver in a copy of the same, in order that I should make known that said land is his property. Your excellency may use your pleasure.

MANUEL DE LANZOS.

MOBILE, December 20, 1793.

NEW ORLEANS, *January 26, 1794.*

The Surveyor General of this province, or his deputy, shall establish this individual upon the twelve acres front, and forty back, that he bought, situated on the place that he mentions in his petition, and not causing prejudices to his neighbors, remitting the original diligence, in order that I may furnish him with the titles of grant.

BARON CARONDELET.

This is a true copy of the original grant by which it was drawn, and that remains in this office of my command, which I do certify.

JOAQUIN DE OSORNO. [L. S.]

MOBILE, *March 6, 1804.*

The above is a copy of the Spanish grant.

THOMAS PRICE.

I, Thomas Price, of the post of Mobile, English interpreter for His Majesty the King of Spain, do solemnly swear by the Almighty God, and by the Holy Cross, that this is a true and faithful translation of the Spanish grant or writing hereto annexed.

THOS. PRICE.

Subscribed and sworn before the Board, March 20, 1804.—Attest: DAVID PARMELEE 2d, Clerk.

Entered in record of claims, vol. 1, page 168, by EDWARD LLOYD WAILES, for JOSEPH CHAMBERS, Register.

James Dean was produced as a witness, and, being duly sworn, deposed, that Cornelius McCurtin cultivated the land now claimed in the year 1790, and that he, McCurtin, was, in the year 1793, above thirty years old, and the head of a family.

The Board ordered that the case be postponed for consideration.

JOHN CHASTANG's case, No. 34 on the docket of the Board, and No. 50 on the books of the Register.

Claim—Of four hundred and eighty acres, by virtue of a Spanish warrant of survey, under the first section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the words and figures following, to wit:

To the Commissioners appointed, in pursuance of an act of Congress, passed the 3d of March, 1803, for receiving and adjusting claims to land south of the Tennessee river and east of the Pearl river.

Please to take notice, that the following tract of land, lying west of the Tombigbee river, butting and bounding on the north by the church at Fort St. Stephen's, and on the south by land granted to John Talley, is claimed by John Chastang, under and by virtue of a Spanish grant or order of survey, granted to John Chastang, as may appear by the original grant, now delivered to the Register of the Land Office, (to be established east of Pearl river,) to be recorded as directed by that act. To all which he begs leave to refer, as also to the copy of the plot herewith filed.

[Plot omitted.]

CHASTANG JEUNE.

Surveyed for John Chastang, by Thomas Bilbo, February 21, 1804. Chain carriers, John Stearman and David Gains.

Entered in record of claims, vol. 1, page 146, by EDWARD LLOYD WAILES, for
JOSEPH CHAMBERS, Register.

David Gains and William Stearman came before me, the subscriber, one of the Justices of the Peace for Washington county, and made oath, that they carried the chain faithfully and impartially, on a survey made by Thomas Bilbo for Doctor John Chastang. Sworn before me, this 2d day of April, 1804.

R. HARWELL, J. P.

In support of this claim, a Spanish grant or warrant of survey was exhibited, in the words and figures following, to wit:

MOBILE, December 28, 1794.

His Excellency the GOVERNOR GENERAL:

Don John Chastang, inhabitant established on Tombigbee river, with the greatest respects due to his excellency, represents, these five years past he has been established on a tract of land, which contains twelve acres front, with its corresponding profounder, limited on the north by land appertaining to the parish of this post, and on the south by land of John Talley; the same never had any proprietor, unless the petitioner, who is established thereon; and, being established thereon without the corresponding titles of concession, he humbly begs your excellency to order the Secretary of General Government to despatch the corresponding title of concession, in form, to the end that he may prove, at all times, that he is the real proprietor of said land; which favor he expects from the great justification of your excellency.

JOHN CHASTANG.

MOBILE, December 28, 1794.

His Excellency the GOVERNOR GENERAL of these provinces:

With the greatest confidence, I can assure it to be the truth what the petitioner solicits above, having myself seen the place whereon he was established, which was granted to him when he was a resident on the same place, whereon Fort St. Stephen's now stands; and, by informations taken by me from the eldest inhabitants of this river, the land he solicits doth not appertain to any person; in consequence of which, it appears that it may be granted. The concession the above petitioner solicits, he having a sufficient number of negroes to cultivate the same, your excellency may dispose as it may seem best.

MANUEL DE LANZOS.

NEW ORLEANS, January 30, 1795.

The Surveyor General of this province, or some individual named by him, shall establish the petitioner on the twelve acres front of land, with its profounder of forty, as customary, as it is vacant, not causing prejudice to any neighbors, at the same place mentioned in the above petition, with the precise conditions of making the road, and clearing regularly, in the peremptory space of one year; and if, at the precise space of three years, the land is not settled, after which period it cannot be established, this grant to remain null: under which supposition, the business of settling the limits will be carried on in the tract and remitted me, to provide the interested party with titles in form.

THE BARON OF CARONDELET, Register.

This is a copy of the original within these archives of this place, which I certify.

MOBILE, February 16, 1795.

MANUEL DE LANZOS.

The above was compared exact with the original in this office under my charge, by me,

JOAQUIN DE OSORNO.

The above is a true copy of the Spanish grant.

THOMAS PRICE.

The words "that part of" have been erased, not corresponding with the Spanish copy, and "the" added.
THOMAS PRICE.

I, Thomas Price, of the post of Mobile, English interpreter for His Majesty the King of Spain, do solemnly swear by the Almighty God, and by the Holy Cross, that this is a true and faithful translation of the Spanish grant or writing hereto annexed.

THOMAS PRICE.

Subscribed and sworn before the Board, March 20, 1804.—Attest: DAVID PARMELEE 2d, Clerk.

Entered in record of claims, vol. 1, page —, by EDWARD LLOYD WAILES, for
JOSEPH CHAMBERS, Register.

John Baker and Robert Welch were produced as witnesses, and, being duly sworn, the said Baker deposed, that Doctor John Chastang inhabited and cultivated the land now in question on the 27th day of October, 1795, and that the said Chastang was, at that time, between forty and fifty years of age.

The said Welch deposed, that Doctor Chastang inhabited and cultivated the land now in question in the fall of the year 1795, but did not know whether or not he did so inhabit and cultivate on the 27th day of October, 1795; and that he was, in the year 1795, above forty years of age.

The Board ordered that the case be postponed for consideration.

JOHN CHASTANG's case, No. 35 on the docket of the Board, and No. 51 on the books of the Register.

Claim.—Of four hundred and eighty acres, as assignee and legal representative of John Talley, by virtue of a Spanish warrant, under the second section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the following words and figures, viz:

To the Commissioners appointed in pursuance of the act of Congress, passed the 3d day of March, 1803, for receiving and adjusting the claims to lands south of the Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, lying west of the Tombigbee river, butting and bounding on the north by Don John Chastang's land, on the south by lands belonging to the heirs of Charles Stewart, is claimed by John Chastang, as the legal representative of John Talley, having now in his possession said Talley's bill of sale for said land, bearing date 29th December, 1794, under and by virtue of a Spanish grant or order of survey, granted to the said John Talley, as may appear by the original grant, now delivered to the Register of the Land Office, (to be established east of Pearl river,) to be recorded as directed by that act. To all which he begs leave to refer, as also to a copy of the plot herewith filed.

[Plot omitted.]

CHASTANG, JEUNE.

FEBRUARY 21, 1804.

Surveyed by Thomas Bilbo, for John Chastang. Chain carriers, John Stearman and David Gains, Jun.

THOMAS BILBO.

Entered in record of claims, volume 1, page 149, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

In support of this claim, a warrant of survey and a bill of sale were exhibited, in the words and figures following, viz:

His Excellency DON ESTEVAN MIRO, colonel of the royal army, governor civil and military of the city and province of the Louisiana, &c. &c.

MOBILE, November 12, 1787.

John Talley, inhabitant of Mobile jurisdiction, with great respects to your excellency, petitions and says, that there are found on Tombigbee river, twelve acres of land, formerly of James Smith, limited, north and south by lands the property of Charles Stewart, deceased; said land was abandoned in the year '80, and until this present has not been claimed by him nor any other empowered; he begs your excellency's generosity in granting him to be the proprietor of said land, with its profounder, as customary; with papers of titles from the Secretary of Government, which may correspond with the concession; for which favor he will be forever thankful.

JOHN TALLEY.

At MOBILE, November 17, 1787.

Don Vicent Folch, captain in the fixed Louisiana regiment, commandant civil and military of said place and its jurisdiction, certifies, that the land the petitioner solicits is vacant, by informations taken from different inhabitants who know said place, for which I sign these presents.

VICENT FOLCH.

NEW ORLEANS, November 27, 1787.

The surveyor of this province, Don Carlos Laveau Trudeau, shall establish the individual on that part of land of twelve acres front, with its profounder of forty, as customary, as it is vacant, not causing any prejudice to neighbors, at the same place mentioned in the above petition, with the precise conditions of making the road and clearing regularly, in peremptory space of one year; and if, at the precise space of three years, the land is not settled, after which period it cannot be established, this grant to remain null; under which supposition, the business of settling the limits will be carried on in the tract, and remitted me to provide the interested party with titles in form.

ESTEVAN MIRO.

Certifies that the above is a copy of the original in the office of this place, Mobile, December 28, 1787.

SANTIAGO DE LA SAUSSAYE, Public Notary.

The above was compared exact with the original in this office under my charge, by me,

JOAQN. DE OSORNO.

The above is a copy of the Spanish grant.

THOMAS PRICE.

I, Thomas Price, of the post of Mobile, English interpreter for His Majesty the King of Spain, do solemnly swear by the Almighty God, and by the Holy Cross, that this is a true and faithful translation of the Spanish grant, or writing hereto annexed.

THOMAS PRICE.

Subscribed and sworn before the Board, March 20, 1804.—Attest: DAVID PARMELEE 2d, Clerk.

A bill of sale.—To all to whom these may come: I, John Talley, inhabitant on Tombigbee river, in St. Stephen's jurisdiction, have really and effectually sold to Don John Chastang, doctor, and inhabitant on the same river, a plantation situate one quarter of a league distance from the fort St. Stephen's, and half-quarter of a league from the same river, limited, on the north side by the said Don John Chastang, and on the south by the heirs of Charles Stewart, containing twelve acres front, with its profounder as customary, of forty; the same that was granted to me by his excellency the Governor General of this province, which the copy of concession will prove, dated the 27th of November, in the year 1787, signed by his excellency Estevan Miro, the copy of which is signed by Santiago de la Saussaye, Public Notary of Mobile: said copy I deliver to the purchaser, together with the above plantation, including a house thereon, and every thing else thereunto belonging, and eleven head of cattle, for and in consideration of eighty-five silver dollars to me in hand paid, in the presence of the commandant and the witnesses undersigned; renouncing all rights and claims to said land and cattle above mentioned, by giving up full possession to the purchaser, or any other person for him: which sale I warrant and defend from any claimers, by all the laws of justice, established by His Catholic Majesty: and, being present, Don John Chastang accepted this bill of sale in his favor, for the above sum mentioned, for him to use as real proprietor of the same land, which I proved to be my own by the above titles mentioned; which titles may serve for him and his heirs. I, Don Pedro Rola, lieutenant in Louisiana regiment, commandant civil and military of said fort and its jurisdictions, accompanied with the evidences of assistance, knowing both parties contracting, and sign these presents with the two evidences, at Fort St. Stephen's, the 23d of December, 1794.

JOHN TALLEY, his \times mark.
JOHN CHASTANG.

GINES FERNANDEZ, }
BARTHOLOME VILLACENTIO, } Witnesses.

Before me,

PEDRO ROLA.

This is a copy of the original, in the archives under my charge, Mobile, February 7, 1804.

JOAQN. DE OSORNO.

The above was compared exact with the original in this office under my charge, by me,

JOAQN. DE OSORNO.

The above is a bill of the Spanish original.

THOMAS PRICE.

I, Thomas Price, of the post of Mobile, English interpreter for His Majesty the King of Spain, do solemnly swear by the Almighty God, and by the Holy Cross, that this is a true and faithful translation of the Spanish conveyance or writing hereto annexed.

THOMAS PRICE.

Subscribed and sworn before the Board, March 20, 1804.—Attest: DAVID PARMELEE 2d, Clerk.
Entered in record of claims, vol. 1, page 149, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

The claimant exhibited a writing, by him subscribed, in the following words and figures, to wit:
To the Board of Commissioners.

PORT STODDERT, March 20, 1804.

Whereas I, John Chastang, have laid in claims before the commissioners, for lands at Fort St. Stephen's, the survey of which includes that garrison: Be it known to the said commissioners now in session at Fort Stoddert, that I, the said John Chastang, am not disposed to claim any land that my titles do not fully represent; should I have claimed or had surveyed any land at the above mentioned place, that the said commissioners may think proper to hold for public use or benefit, they are perfectly at liberty to deduct it, and it is my sincere wish that they should do so; was the said land at this time entirely at my disposal, as a good citizen of the United States, it would give me great pleasure to accommodate that Government with so much as might be thought necessary for public use.

CHASTANG.

John Baker and Robert Welch were produced as witnesses, and, being duly sworn, they deposed:
Question put to said Baker. Do the lands now in question join the land belonging to Doctor Chastang?
Answer. It does.

Question to both of said witnesses. Did Doctor John Chastang inhabit and cultivate the land now claimed on the 27th day of October, 1795?

Answer. He had improvements on the tract now claimed, as we believe, in October, 1795.

Question to the same witness. Was John Talley twenty-one years of age in the year 1787?

Answer. He was above forty years of age.

The Board ordered that the case be postponed for consideration.

JOHN CHASTANG'S CASE, No. 36 on the docket of the Board, and No. 52 on the books of the Register.

Claim—Of nineteen hundred and thirty-eight and four-tenths acres, by virtue of a Spanish grant, or order of survey, under the first section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the words and figures following, to wit:

To the Commissioners appointed in pursuance of an act of Congress, passed the 3d of March, 1803, for receiving and adjusting claims to land south of the Tennessee river and east of Pearl river.

PORT STODDERT.

Please to take notice, that the following tract of land, lying west of the Mobile river, butting and bounding on the south by Grog Hall creek, on the north by Cedar creek, on the east by said river, and on the other side by vacant land, is claimed by John Chastang, under and by virtue of a Spanish grant or order of survey, granted to the said John Chastang, as may appear by the original grant now delivered to the Register of the Land Office, (to be established east of Pearl river,) to be recorded as directed by that act. To all which he begs leave to refer, as also to the copy of the plot herewith filed.

CHASTANG JEUNE.

[Plot omitted.]

Surveyed for John Chastang a tract of land on the west side of the Mobile river, containing one thousand nine hundred and thirty-eight and four-tenths acres, beginning at the mouth of Grog Hall creek, on the north side thereof, at a water oak, running due west seventy-nine chains to a black jack; thence, due north, one hundred and ninety-five chains, to a laurel on the bank of Cedar creek, the course to the river being impassable; but beginning a second time at the mouth of Grog Hall creek, and taking the meanders of said river Mobile by course and distance, as nearly as the nature of the way would admit, to a sycamore tree, I find the laurel on Cedar creek bank to be one hundred and forty-seven chains, bearing north, sixty-one degrees east, to the said sycamore; bounded eastwardly by the said Mobile river, on all other sides by vacant land; lying in the county of Washington, Mississippi territory.

Surveyed by James Gordon, February 28, 1804. Chain bearers, Gabriel Tissarh, James Callier.

Entered in record of claims, vol. 1, page —, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

MISSISSIPPI TERRITORY, *Washington County:*

MARCH 17, 1804.

This day came James Callier, and made oath, before the Holy Evangelists of Almighty God, deposing and saith, that he carried the chain for a tract of land surveyed for Doctor John Chastang, the premises that he now resides on, and that he effected the duty to the best of his skill and judgment, as directed by the surveyor.

Given under my hand. Sworn to before

JOHN CALLIER, J. P.

In support of this claim a Spanish grant, or order of survey, was exhibited, in the following words and figures, to wit:

His Excellency Don HENRIQUE GRIMAREST, Lieutenant Colonel of the royal army, Governor civil and military of Mobile, and its jurisdiction, &c., with the humblest supplication, Mr. Chastang, (youngest.)

Should your excellency please to grant him a tract of land, situate on Mobile river, about twelve leagues distance from this place, bounded, on the one side, by a creek that separates said land from Grog Hall, and, on the other side, by another called Cedar creek, which separates it from that of Camby, with the profounder, as customary, with the old fields belonging to said tract, which is situate on the other side the river; for which favor I shall be forever thankful.

With the profoundest respects, I am your most obedient and most humble servant,

CHASTANG, (youngest.)

MOBILE, December 23, 1784.

Shall be examined the above land the petitioner demands; and should there be found in the last treaty between the Spanish and the King of Great Britain no opposition, or nothing found contrary to said treaty, and not causing prejudice to any person, he may be provided with titles, in form, to take possession of said land.

GRIMAREST.

MOBILE, January 18, 1785.

DON PEDRO FAVROT, Commandant of Mobile, and its district.

We give to Mr. Chastang, (youngest,) the contents of his request to enjoy and cultivate said land, as though it had been granted him, until the ratification. The same will be forwarded to him by his excellency Don Estevan Miro, Governor of this province.

PEDRO FAVROT.

MOBILE, June 20, 1798.

Don Manuel De Lanzos, captain in the royal army, retired commandant civil and military of Mobile and its jurisdiction, certifies that Don John Chastang, neighbor of this jurisdiction, and as inhabitant of said jurisdiction, solicits me for the concession original, from his excellency the Governor General of these provinces, given in favor, the above land mentioned in the petition, and the decisions of the commandants of this place. Said concession was certainly granted, but they do not exist in these archives; no doubt they have been mislaid and cannot be found: notwithstanding, by the informations I have taken, I am convinced that it is legally his, in consequence of the original document which he presents; which is returned to him for his security.

MANUEL DE LANZOS.

MOBILE, March 8, 1804.

This is a copy of the above document original, presented for the interested party.

JOAQUIN DE OSORNO.

This is translated from the above document.

THOMAS PRICE.

I, Thomas Price, of the post of Mobile, English interpreter for His Majesty the King of Spain, do solemnly swear by the Almighty God, and by the Holy Cross, that this is a true and faithful translation of the Spanish grant, or writing hereto annexed.

THOMAS PRICE.

Subscribed and sworn before the Board, March 20, 1804.—Attest: DAVID PARMELEE 2d, Clerk.

Entered in record of claims, vol. 1, page 155, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

The Board ordered that the case be postponed for consideration.

GEORGE ROBBINS's case, No. 37 on the docket of the Board, and No. 26 on the books of the Register.

Claim.—A donation of six hundred and forty acres, as assignee and legal representative of Zadock Brashear, under the second section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the words and figures following, to wit:

To the Commissioners appointed in pursuance of the act of Congress, passed the third day of March, 1803, for receiving and adjusting the claims to lands south of the Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situated on the west side of Tombigbee river, bounded on the southwest by lands claimed by Young Gains, on the southeast by vacant land, and on the northeast by the claim of John Cozby: beginning on a large sycamore, on the river bank, and runs south, sixty degrees west, fifty chains, to a red oak; thence, south, thirty degrees east, one hundred and fifteen chains, to a black gum; thence, north, sixty degrees east, sixty chains, to an elm on the river bank; and from thence, the meanders of the river, to the place of beginning; having such marks, natural and artificial, as are represented in the plot annexed, containing six hundred and forty acres; is claimed by George Robbins, legal representative of Zadock Brashear, under and by virtue of a settlement, bearing date in the year one thousand seven hundred and eighty-four, and now exhibited unto the Register of the Land Office established east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to the copy of the plot herewith filed.

GEORGE ROBBINS.

[Plot omitted.]

Entered in record of claims, vol. 1, page 73, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

MISSISSIPPI TERRITORY, Washington County:

Joseph Lawrence and William Shaw came forward and made oath, that they carried the chain for Thomas Bilbo, while he was surveying a tract of land for George Robbins, to their best skill and judgment, this tenth day of March, 1804.

JOSEPH LAWRENCE,
WILLIAM SHAW.

Sworn to before me, JOHN MURRELL, J. P.

The claimant exhibited a deed of conveyance from Zadock Brashear, bearing date the 14th day of April, 1799, assigning and conveying to the said Robbins, all the said Brashear's right and title to the improvements which he had made on said tract of land.

Young Gains, Sen. and Robert Welch were produced as witnesses, and, being duly sworn, the said Gains deposed, that Zadock Brashear did inhabit and cultivate the land now in question about the years 1791, 1792, and 1793, and then moved out of this territory into the Spanish country, and had lived there ever since; that Brashear's cultivation and improvement was considerably large, and after he went off the place was possessed by the Indians; but how long he could not say.

The said Welch deposed, that he agrees with the testimony given by Young Gains, Senior; and further, that Indians, who were the relations of Zadock Brashear's wife, inhabited and cultivated on the land now claimed, in the years 1797 and 1798; and that Zadock Brashear was, in the year 1797, twenty-one years of age.

The Board ordered that the case be postponed for consideration.

JOHN BAPTIST TRENIER's case, No. 38 on the docket of the Board, and No. 79 on the books of the Register.

Claim.—Of three hundred and twenty-seven acres, one rood, and fifteen poles, by virtue of a Spanish warrant of survey, under the first section of the act.

The claimant exhibited his claim, together with a surveyor's plot of the land claimed, in the following words and figures, viz:

To the Commissioners appointed in pursuance of the act of Congress, passed the third day of March, 1803, for receiving and adjusting the claims to lands south of Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situated on the Mobile river, in the county of Washington, beginning at the mouth of Grog Hall creek, on a water oak; running thence, due west, one hundred and twenty-six chains, fifty-three links, to a stake corner; thence, south, forty-five degrees east, forty-seven chains fifty links, to a stake; thence, due east, one hundred and twenty-six chains fifty-three links, to a stake on the river bank; thence, the meanders of the river, to the mouth of the creek to the beginning; containing three hundred and twenty-seven acres, one rood, and fifteen poles, having such shape, form, and marks, both natural and artificial, as are represented in the plot hereunto annexed: is claimed by Nicholas Weeks, attorney for John Baptist Trenier, in and by virtue of a Spanish warrant of survey, and is now exhibited to the Register of the Land Office established east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to a copy of the plot annexed.

NICHOLAS WEEKS,
Attorney for Baptist Trenier.

[Plot omitted.]

Surveyed for Baptist Trenier a tract of land on the west side of the Mobile river, containing three hundred and twenty-seven acres, one rood, and fifteen poles; beginning at the mouth of Grog Hall creek, on a water oak, run-

ning due west one hundred and twenty-six chains fifty-three links, on John Chastang's line, to a stake corner; thence south, forty-five degrees east, forty-seven chains fifty links, to a stake; thence, due east, one hundred and twenty-six chains fifty-three links, to a stake on the river bank; thence, the meanders of the river, to the mouth of Grog Hall creek, the beginning corner; bounded northwardly by John Chastang's land, and eastwardly by said river, lying in Washington county, Mississippi territory. Surveyed March 26, 1804, by

JAMES GORDON.

Chain carriers, Hartwell Hardaway and Daniel Murphey.

Entered in record of claims, vol. 1, page 228, by EDWARD LLOYD WAILES, for
JOSEPH CHAMBERS, Register.

This day came Hartwell Hardaway and Daniel Murphey, and made oath, as chain bearers to James Gordon, surveyor, they have given a true account of the admeasurement of a tract of land surveyed for Baptist Trenier.

JAMES CALLIER.

MARCH 29, 1804.

In support of this claim, a Spanish warrant of survey was exhibited, in the words and figures following, viz:
His Excellency DON ESTEVAN MIRO, Colonel of the royal army, Governor General of the city and province of Louisiana, &c.

John Baptist Trenier, inhabitant of Mobile jurisdiction, with the greatest respect lays before your excellency, and says, that, having a small stock, and no range for them of his own, he prays your excellency's goodness in granting him a concession of land of twenty acres front, situate on Tombigbee river, called Grog Hall, bounded on the north by land the property of Don John Chastang, and on the south by land the property of Simon Andry; the above land, evacuated by Mr. Magilivrey these seven years past, and until now never has been claimed by the proprietor, nor any other person empowered for him: he begs your excellency to grant him the above petition, with papers of titles necessary from the Secretary of Government which may correspond with the concession; for which favor from your excellency he will be forever thankful.

JOHN BAPTIST TRENIER.

MOBILE, July 27, 1787.

Don Vicente Folch, captain in the Louisiana regiment of fixed infantry, and commandant civil and military of Mobile and its district, certifieth, that, having taken information of the inhabitants of this district, the land the above petitioner solicits is vacant.

VICENTE FOLCH.

NEW ORLEANS, September 1, 1787.

The surveyor of this province, Don Charles Trudeau, shall establish that part of twenty acres front which the above petitioner solicits, with its profounder of forty acres back, as customary, at the same place as above mentioned in the petition, it being vacant, not causing any prejudice to the neighbors, with the precise conditions of making the road, and clearing regularly, in the peremptory space of one year; and if, at the precise space of three years, the land is not settled, during which period it cannot be alienated, this grant to remain null: under which supposition, the business of settling the limits will be carried on in the tract, and remitted me to provide the interested party with titles in form.

ESTEVAN MIRO.

MOBILE, July 20, 1802.

This is a copy of the original that exists in the office under my charge.

JOAQUIN DE OSORNO.

The above compared exact with the original, by me,

JOAQUIN DE OSORNO.

The above was translated from the Spanish grant.

THOMAS PRICE.

I, Thomas Price, of the post of Mobile, English interpreter for His Majesty the King of Spain, do solemnly swear by the Almighty God, and by the Holy Cross, that this is a true and faithful translation of the Spanish grant, or writing hereto annexed.

THOMAS PRICE.

Subscribed and sworn before the Board, March 20, 1804.—Attest: DAVID PARMELEE 2d, Clerk.

Entered in record of claims, vol. 1, page 228, by EDWARD LLOYD WAILES, for
JOSEPH CHAMBERS, Register.

The Board ordered that the case be postponed for consideration.

JAMES CALLIER's case, No. 39 on the docket of the Board, and No. 69 on the books of the Register.

Claim—Of seven hundred and thirty-two acres, as assignee and legal representative of Anthony Hoggatt, by virtue of a Spanish warrant of survey, under the first section of the act.

The claimant exhibited his claim, together with a surveyor's plot of the land claimed, in the following words and figures, to wit:

To the Commissioners appointed in pursuance of an act of Congress, passed the third day of March, 1803, for receiving and adjusting claims south of the Tennessee river, and east of the Pearl river.

Please to take notice, that the following tract of land, lying west of the Tombigbee river, butting and bounding as follows, viz: beginning on the river bank at a small hackberry, marked with an X and three chops, as a corner, and runs south, forty-eight degrees west, crossing the back swamp at thirty-seven chains, to a large cypress fore and aft tree, and seventy-seven chains, crossing a small branch to a large chestnut fore and aft tree; continuing the same course, one hundred and twenty-six chains forty-nine links, to a lightwood stake corner marked with an X and three chops; thence north, forty-two degrees west, sixty-three chains twenty-four links and a half, to a lightwood stake corner marked with an X and three chops; thence north, forty-eight degrees east, crossing a small branch at twelve chains fifty links, another at twenty-six chains, another at fifty chains, another at sixty-seven chains, the back swamp at eighty-two chains twenty-five links, ninety-seven chains, to a small sycamore on the bank of the river marked with an X and three chops, a corner; and from thence to the beginning: is claimed by James Callier, under and by virtue of a Spanish grant, or order of survey, to Anthony Hoggatt, and is now exhibited unto the Register of the Land Office established east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to a copy of the plot herewith filed.

MARCH 19, 1804.

JAMES CALLIER,
Legal representative of Anthony Hoggatt.

[Plot omitted.]

WASHINGTON COUNTY, Mississippi Territory.

Surveyed for James Callier a tract of land, lying on the west side of the river Tombigbee, beginning on the river bank at a small hackberry, marked with an X and three chops, as a corner, and runs south, forty-eight degrees west, crossing the back swamp at thirty-seven chains, to a large cypress fore and aft tree, and seventy-seven chains, crossing a small branch, to a large chestnut fore and aft tree, continuing the same course one hundred and twenty-

six chains forty-nine links, to a lightwood stake corner, marked with an X and three chops; thence, north, forty-two degrees west, sixty-three chains twenty-four links and a half, to a lightwood stake corner, marked with an X and three chops; thence, north, forty-eight degrees east, crossing a small branch at twelve chains fifty links, another at twenty-six chains, another at fifty chains, another at sixty-seven chains, the back swamp at eighty-two chains twenty-five links; ninety-seven chains, to a small sycamore on the bank of the river, marked with an X and three chops, a corner; and from thence to the beginning. Surveyed 13th February, 1804, by

Chain carriers, George Brewer and Robert Callier.

J. MALONE.

His Excellency ESTEVAN MIRO, Colonel of the royal armies, civil and military Governor of the city and province of Louisiana, &c.

Anthony Hoggatt, inhabitant of the jurisdiction of Mobile, with the most profound respect declares to your excellency, that there is found on this river of Tombigbee twenty acres of vacant land, the which, until the present, has not had a proprietor; in attention to this, and with the view of cultivating tobacco, he hopes from the generosity of your excellency, to grant him the proprietary in them, with those of the ordinary depth, and that your excellency may order the corresponding titles of concession to be delivered by the Secretary's office of Government for so much: he solicits your excellency that it may be ordered as asked for; in the which he will receive favor.

MOBILE, January 21, 1788.

ANTONIO HOGGATT.

Don Vicente Folch, captain of the fixed regiment of Louisiana, commandant civil and military of the aforementioned place and district, certifies, that the land that the petitioner solicits for is found vacant, according to information taken (to this effect) from several inhabitants who have knowledge of it; and that it may be plain and evident, these presents are given in the said place. Fecit ut supra.

VICENTE FOLCH.

NEW ORLEANS, February 9, 1788.

The Surveyor General of this province, Don Carlos Laveau Trudeau, will establish this petitioner upon the twenty acres of land in front that he solicits for, with the ordinary depth of forty, in the place indicated in the preceding memorial, being vacant, and not causing prejudice to any, with the precise conditions of making the road and clearing in the term of one year; and to remain null this concession if, at the expiration of three, the land will not be found established, this grant to remain null; under which supposition, the business of settling the limits will be carried on in the tract, and remitted me, to provide the interested party with titles in form.

ESTEVAN MIRO.

MOBILE, March 10, 1788.

Certifies that the foregoing copy is like the original that remains in the archives of this place.

SANTIAGO DE LA SAUSSAYE.

The above was compared exact with the original in this office under my charge, by me.

JOAQUIN DE OSORNO.

The above is a copy of the Spanish grant.

THOMAS PRICE.

I, Thomas Price, of the post of Mobile, English interpreter for His Majesty the King of Spain, do solemnly swear by the Almighty God, and by the Holy Cross, that this is a true and faithful translation of the Spanish grant, or writing hereto annexed.

THOMAS PRICE.

Subscribed and sworn before the Board, March 20, 1804.—Attest: DAVID PARMELEE 2d, Clerk.

On the back of the original Spanish grant, or warrant of survey, are two endorsements, in the following words and figures, to wit:

I do hereby relinquish my right and title of the within grant, to Robert Welch.

ANTHONY HOGGATT.

Witness present, JACOB PHILLIS.

I do hereby assign over to James Callier all my right and title to the within tract of eight hundred acres of land, for and in consideration of six hundred dollars, this 11th of August, 1802.

ROBERT WELCH. [L. s.]

JOSEPH CAMPBELL.

Entered in record of claims, vol. 1, page 194, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

The Board ordered that the case be postponed for consideration.

Adjourned until Wednesday, the 21st instant.

WEDNESDAY, March 21, 1804.

The Board met according to adjournment. Present: Ephraim Kirby, Robert C. Nicholas, Joseph Chambers.

JAMES CALLIER's case, representative of Anthony Hoggatt. Thomas Price, Robert Welch, and Young Gains, were produced as witnesses, and, being duly sworn, the said Price deposed, that Robert Welch settled upon and cultivated the land now in question in the year 1791 or 1792, and that the same land was previously inhabited and cultivated by Anthony Hoggatt; that Robert Welch inhabited and cultivated this land on the 27th day of October, 1795, and continued in the habitation and cultivation of the same, from the said year 1791 or 1792, until the latter part of the year 1793, or the commencement of the year 1799; and that, on the 9th of February, 1788, Anthony Hoggatt was upwards of twenty-five years of age.

Question. Do you know the time that Anthony Hoggatt first settled upon the land now in question, and whether he inhabited, cultivated, or claimed any land other than this on the Tombigbee river?

Answer. He settled upon this land in the year 1786 or 1787, and continued to inhabit the same until the year 1791 or 1792, when, as I understood, he transferred the same to Robert Welch; and I never understood that he claimed any other land on the river Tombigbee than that now claimed by James Callier.

The said Gains deposed, I saw Anthony Hoggatt in the habitation and cultivation of the land now claimed in the year 1788 or 1789, and do know that he continued there until the year 1792 or 1793, when, as I was informed, and did believe, he transferred the same to Robert Welch; and that Robert Welch settled upon the land immediately after Anthony Hoggatt quitted the same, and continued to inhabit and cultivate thereon, until after the year 1795; and that he, Welch, did actually inhabit and cultivate the same on the 27th day of October, 1795; and that Anthony Hoggatt was, as I believe, on the 7th day of February, 1788, upwards of twenty-five years of age.

Question. Do you know whether Anthony Hoggatt claimed or inhabited any other land on the Tombigbee river, than this now claimed by James Callier?

Answer. I do believe he did not.

The said Welch deposed: I settled upon the land now in question, in virtue of a purchase from Anthony Hoggatt, in the year 1792 or 1793, and continued to inhabit and cultivate the same until the year 1799; and that I did actually inhabit and cultivate the same on the 27th of October, 1795; that, in the year 1799, I was engaged as an interpreter of the Choctaw language for American garrison of Fort Stoddert, to which post I removed in this year, and left my wife and family on the land now in question; that, in the winter of the year 1799, my wife and family quitted the possession of this land; but, previous to her doing so, she did rent the same to William Vardeman, upon his

agreeing to pay her annually, for the use of the same, thirty barrels of corn, Spanish measure, and to keep the house and fences in good repair; that, in pursuance of said agreement between my wife and said Vardeman, I received from him thirty barrels of corn, for the first year's rent; and that he afterwards refused to pay me rent, or to go off, alleging, as the reason, that he had a British grant for the same, and I do acknowledge I did transfer my right to this land, agreeably to the true intent and meaning of the enforcement on the original warrant of survey.

The Board ordered that the case be postponed for consideration.

CORNELIUS MCCURTIN'S case. Doctor John Chastang and Wilson Carman, Esq. were produced as witnesses, and, being duly sworn, Chastang deposed, that, by recurring to a correspondence between Cornelius McCurtin and himself, he finds that, in September, 1791, Mr. McCurtin requested him to take care of the plantation, being the land now in question, and that he did do the same until the year 1796; that, in November, 1791, a man by the name of Stewart was in possession of the house and improvements which were on the land, of which he advised Mr. McCurtin by letter, and he, Stewart, continued there some time, but does not know when he left it, nor how far he considered himself the tenant of McCurtin; that, in the year 1792, Barton Hanna applied to me, as the agent of McCurtin, to rent the plantation, but we did not agree upon the rent, and I referred him to Mr. McCurtin, but do not know what agreement was eventually made between them, but believe he lived on the land a short time.

Question. Did Cornelius McCurtin, or any person in his behalf, inhabit and cultivate the lands now claimed in the year 1795, or on the 27th of October, in that year?

Answer. Not to my knowledge.

The said Carman deposed, that, in the month of November, 1800, Cornelius McCurtin constituted me his agent or attorney, and committed to me the charge of this land, with power to rent or sell it; and, subsequent to this time, an application was made to me to purchase the same, but we did not agree on the price.

The Board ordered that the case be postponed for consideration.

JOSEPH HOUSE'S case, No. 40 on the docket of the Board, and No. 65 on the books of the Register.

Claim.—A donation of six hundred and forty acres, under the second section of the act.

The claimant exhibited his claim, together with a surveyor's plot of the land claimed, in the words and figures following, viz:

To the Commissioners appointed in pursuance of the act of Congress, passed the 3d day of March, 1803, for receiving and adjusting the claims to lands south of Tennessee, and east of Pearl river.

MARCH 16, 1804.

Please to take notice, that the following tract of land, situate on the west side of Tombigbee river, beginning at a branch of Bassett's creek, on a pine, running south, fifty degrees east, eighty chains, to a corner pine; thence, south, thirty-two degrees west, to a corner stake, eighty chains; thence, north, fifty-eight degrees west, eighty chains, to a corner pine; thence, north, thirty-two degrees east, eighty chains, to the beginning: containing six hundred and forty acres: is claimed by Joseph House, of Washington county, having such forms and marks, both natural and artificial, as are represented in the plot annexed; the said land is claimed in and by virtue of the second section of the said act of Congress, by a donation, bearing date in the year 1797, and now exhibited to the Register of the Land Office, to be recorded as directed by said act. To all which he begs leave to refer, as also to a copy of the plot hereunto annexed.

YOUNG GAINS,

Legal representative of Joseph House.

[Plot omitted.]

Surveyed for Joseph House, six hundred and forty acres of land lying in the pine woods.

THOMAS BILBO.

Chain carriers, David Gains, Jun. and Joseph Lawrence. March 16, 1804.

Entered in record of claims, vol. 1, page 187, by EDWARD LLOYD WAILES, for JOSEPH CHAMBERS, Register.

Francis Stringer and Thomas Bassett were produced as witnesses, and, being duly sworn, they deposed:

Question. Have you or do you expect any interest, either directly or indirectly, by the establishment of Joseph House in this donation.

Both answered. We have no interest, nor do we expect any.

Question. Do you know whether Joseph House, the claimant, has any British or Spanish grant, warrant, or order of survey, in his own name for land in this territory.

Answer. We believe he has not.

Said witnesses also deposed, that, in the winter of the year 1799, Robert House, the father of Joseph House, the claimant, entered upon the land now claimed in virtue of an agreement between him and Thomas Bassett, for the purpose of taking care of and attending a mill; and that Joseph House entered upon the same in the year 1800, and continued thereon until the year 1801, when he purchased Thomas Bassett's right to this mill.

The said Stringer further testified, that he believed that Solomon Boykin had or intended to present a claim for a right of preference to purchase a tract of land, in virtue of a settlement made by Joseph House, the present claimant.

The Board ordered that the case be postponed for consideration.

FRANCIS STRINGER'S case, No. 41 on the docket of the Board, and No. 45 on the books of the Register.

Claim.—A donation of six hundred and forty acres, under the second section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the words and figures following, to wit:

To the Commissioners appointed in pursuance of the act of Congress, passed the 3d day of March, 1803, for receiving and adjusting the claims to lands south of Tennessee, and east of Pearl river.

MARCH 19, 1804.

Please to take notice, that the following tract of land, situated on Stringer's mill branch, on Tombigbee, in the county of Washington, beginning at a stake, running north, forty-seven degrees east, one hundred and twenty-seven chains and fifty links, to a water oak; thence, south, forty-three degrees east, thirty chains, to a stake; thence, north, sixty-two degrees east, forty-one chains fifty links, to an ash; thence, with the meanders of the river, thirty-five chains fifty links, to a maple; thence, south, sixty-two degrees west, thirty chains fifty links, to a bay; thence, north, forty-three degrees west, twenty-four chains, to a stake; thence, south, forty-seven degrees west, one hundred and fourteen chains fifty links, to a stake; thence, with a straight line to the beginning: containing six hundred and forty acres, having such shape, form, and marks, both natural and artificial, as are fully represented in the plot annexed: is claimed by Francis Stringer, in and by virtue of the second section of the said act as a donation, and is now exhibited to the Register of the Land Office, to be recorded as directed. To all which he begs leave to refer, as also to the copy of the plot herewith filed.

FRANCIS STRINGER.

[Plot omitted.]

Surveyed 12th March, 1804, by J. Malone.—Chain carriers, John Holleway and John Dunn.

Entered in record of claims, vol. 1, page 117, by EDWARD LLOYD WAILES, for JOSEPH CHAMBERS, Register.

Thomas Bassett was produced as a witness, and, being duly sworn, did depose:

Question. Have you or do you expect any interest, either directly or indirectly, by the establishment of this claim?

Answer. I have not any interest, nor do I expect any.

He further deposed, that Francis Stringer settled and built upon the land now claimed in the month of February, of the year 1798; I do not recollect that he made a crop on the premises in that year; but that he cleared some land; that, from the year 1798, until the present time, he continued to cultivate and inhabit the land now in question.

Question. Do you know whether Francis Stringer was, in the year 1798, the head of a family?

Answer. I believe at that time, he was more than twenty-one years of age, and he was the head of a family.

Question. Do you know whether Francis Stringer has either a British or Spanish claim for land in this territory?

Answer. I do not certainly know, but believe he has not.

The Board ordered that the case be postponed for consideration.

JOHN HINSON, administrator of the estate of Owen Sullivant, deceased, case No. 42 on the docket of the Board, and No. 43 on the books of the Register.

Claim.—Of four hundred acres, by virtue of a Spanish warrant of survey, under the first section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the words and figures following, to wit:

To the Commissioners appointed in pursuance of the act of Congress, passed the 3d day of March, 1803, for receiving and adjusting the claims to lands south of Tennessee and east of Pearl river.

Please to take notice, that the following tract of land, situated on an island, opposite the Three Rivers, beginning at a hickory on the banks of Tombigbee, and running thence, up the river, the various courses as plotted, to a gum, at Baker's cut off; thence, with Baker's cut off, the courses as plotted, to a willow, at the mouth of the Three River lake; thence, with the east bank of the Three River lake; thence, down the Three River lake, the courses plotted, sixty-six chains and fifty links, to a hickory; thence, north, thirty-eight degrees east, thirty-seven chains, to a stake; thence, south, sixty-four degrees east, seventy-six chains, to a stake; thence, as plotted, to the beginning; containing four hundred acres, and has such marks, both natural and artificial, as are represented in the plot annexed: is claimed by John Hinson, administrator of Owen Sullivant; and is now exhibited to the Register of the Land Office established east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer; as also to a copy of the plot within.

JOHN HINSON,

Administrator of the estate of Owen Sullivant.

MARCH 15, 1804.

[Plot omitted.]

Surveyed 9th of March 1804, by Natt. Christmas. Chain bearers, John Wheat, James Bilbo.

MISSISSIPPI TERRITORY, *Washington County, May Term, 1803.*

[L. s.] To John Hinson: You are the administrator of the will of Owen Sullivant, deceased, with the will annexed; proceed as the law in such cases directs, and of your proceedings thereon make due return.

Test:

R. LEE, *Clerk W. C. C.*

In support of this claim, a Spanish warrant was exhibited in the following words and figures, to wit:

His Excellency the GOVERNOR GENERAL:

FORT ST. STEPHEN'S, *April 12, 1795.*

Owen Sullivant, inhabitant in the jurisdiction of St. Stephen's, with the greatest respect due to your excellency, represents and lays before your excellency, and says, that, about sixteen leagues from St. Stephen's, there is a tract of land vacant, containing about ten acres front, with corresponding profundor, of forty back; situate at the Three Rivers, beginning at the mouth, running upwards until bounded by vacant land; he is desirous of peaceable possession, without causing prejudice to any person whatever: he begs your excellency to grant him the above petition, with papers necessary from the Secretary of Government, which may correspond with the cession; for which favor he will be forever thankful.

OWEN SULLIVANT.

His Excellency the GOVERNOR GENERAL:

FORT ST. STEPHEN'S, *May 12, 1795.*

By the best information from the inhabitants of this post, that the land the above demands is King's commons, therefore, cannot cause any prejudice to any neighbors, your excellency may dispose as it may seem best.

ANTONIO PALAO.

NEW ORLEANS, *June 10, 1795.*

The Surveyor General of this province, or some other individual named by him for that business, shall establish that part of land of ten acres front, with its profundor of forty acres back, as customary, at the same place mentioned in the above petition; with the precise conditions of making the road and clearing regularly in the peremptory space of one year; and if at the precise space of three years the land is not settled, during which period it cannot be alienated, this grant to remain null; under which supposition, the business of settling the limits will be carried on in the tract, and remitted me to provide the interested party with titles in form.

THE BARON OF CARONDELET.

ST. STEPHEN'S, *January 7, 1796.*

Registered. The above is a copy of the original in this office, under my charge.

FERNANDO LESORE.

The above was compared exact with the original in this office by me,

JOAQUIN DE OSORNO.

[L. s.] The above is a copy of the Spanish grant.

I, Thomas Price, of the post of Mobile, English interpreter for His Majesty the King of Spain, do solemnly swear, by the Almighty God, and by the Holy Cross, that this is a true and faithful translation of the Spanish grant or writing hereto annexed.

THOS. PRICE.

Subscribed and sworn before the Board, March 21st, 1804.—Attest: DAVID PARNELEE 2d, *Clerk.*

Entered in record of claims, vol. 1, page 111, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, *Register.*

MISSISSIPPI TERRITORY, *Washington County:*

I do hereby certify, that John Wheat and James Bilbo qualified before me to perform their duty faithfully and impartially, as chain bearers to a tract of land, now about to be surveyed by Natt. Christmas, surveyor; which

is claimed by John Hinson, administrator, with the will annexed of Owen Sullivant, deceased, as part of said deceased's estate, by virtue of a warrant of survey, obtained from the Spanish Government in favor of said deceased; beginning at the mouth of the Three Rivers. Given under my hand and seal, this 9th day of March, 1804.

FIGURES LEWIS, J. P. [L. s.]

The Board ordered that the case be postponed for consideration.

DANIEL JOHNSON's case, No. 43 on the docket of the Board, and No. 70 on the books of the Register.

Claim—Of eight hundred acres, by virtue of a Spanish warrant of survey, under the first section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the following words and figures, to wit:

To the Commissioners appointed in pursuance of the act of Congress, passed the 3d day of March, 1803, for receiving and adjusting claims to lands south of Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situated on the west side of Tombigbee river, in the county of Washington, beginning at the water oak on the river Tombigbee, and running west, one hundred and twenty chains seventy links to a post oak; thence, south, sixty-three chains twenty-five links, to an ironwood; thence, east, one hundred and forty chains and twenty links, to a sycamore on the river bank; thence, up the various courses of the river, to the beginning; containing eight hundred acres, and hath such forms and marks, both natural and artificial, as are fully represented in the plot annexed: is claimed by Daniel Johnson, in and by virtue of a Spanish warrant of survey; and is now exhibited to the Register of the Land Office established east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to a copy of the plot herewith filed.

DANIEL JOHNSON.

MARCH 20, 1804.

[Plot omitted.]

Surveyed 20th March, 1804, by John Dease. Chain bearers, James Dean and Amos Reed.

In support of this claim, a Spanish warrant of survey was exhibited in words and figures following, to wit:

His Excellency the GOVERNOR GENERAL:

FORT ST. STEPHEN's, May 11, 1795.

Daniel Johnson, with the profoundest respect, represents and lays before your excellency, and says, that he being desirous of settling himself on Tombigbee river, there is a tract of land about sixteen leagues distance below Fort St. Stephen's, containing twenty acres front, with its customary profounder back, bounded on the north by a bayou or creek, called the Three Mouth creek, and on the south by vacant land; he desires to cultivate the same, not causing prejudice to any person whatever: he begs your excellency to grant him the above petition, with papers of titles necessary, which may correspond with the grant; for which favor from your excellency he will be forever thankful.

DANIEL JOHNSON.

His Excellency the GOVERNOR GENERAL:

FORT ST. STEPHEN's, May 11, 1795.

By the best information taken from the inhabitants of this post, that the land the above petitioner solicits is vacant lands, and King's commons, your excellency may dispose as is best, as it cannot cause any prejudice to any person.

ANTONIO PALAO.

NEW ORLEANS, June 10, 1795.

The Surveyor General of this province shall establish that part of twenty acres front, with the profounder back, as customary, of forty acres, which the petitioner solicits in the above petition, as the land is vacant, and at the same place as abovementioned in the petition, without causing any prejudice to any neighbors, with the precise conditions of making the road and clearing regularly, in peremptory space of one year; and if at the precise space of three years the land is not settled, during which period it cannot be alienated, this grant remains null; under which supposition, the business of settling the limits will be carried on in the tract, and remitted me to provide the interested party with titles in form.

THE BARON OF CARONDELET.

FORT ST. STEPHEN's, September 15, 1795.

Certifieth that the above is copy of the original in these archives, under my charge.

FERNANDO LISORE.

The above was compared exact with the original in this office, by me,

JOAQN. DE OSORNO. [L. s.]

The above is a copy of the Spanish grant.

THOS. PRICE.

I, Thomas Price, of the post of Mobile, English interpreter for His Majesty the King of Spain, do solemnly swear by the Almighty God, and by the Holy Cross, that this is a true and faithful translation of the Spanish grant or writing hereto annexed.

THOS. PRICE.

Subscribed and sworn before the Board, March 21, 1804.—Attest: DAVID PARMELEE 2d, Clerk.

Entered in record of claims, vol. 1, page 199, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

The Board ordered the case postponed for consideration.

JOHN JOHNSON's case, No. 44 on the docket of the Board, and No. 76 on the books of the Register.

Claim—Of four hundred acres, by virtue of a Spanish warrant of survey, under the second section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the words and figures following, to wit:

To the Commissioners appointed in pursuance of the act of Congress, passed the 3d day of March, 1803, for receiving and adjusting the claims to lands south of Tennessee and east of Pearl river.

MARCH 20, 1804.

Please to take notice, that the following tract of land, situated on the west side of Tombigbee river, in the county of Washington, beginning on said river at a pine; thence, south, forty-seven degrees west, one hundred and twenty-six chains forty-nine links, to a corner pine; thence, north, forty-three degrees west, thirty-one chains, to a corner stake; thence, north, forty-seven degrees east, one hundred and twenty-six chains forty-nine links, to a corner red oak; thence, down the meanders of the river, to the beginning; containing four hundred acres, and hath such forms and marks, both natural and artificial, as are fully represented in the plot annexed: is claimed by John Johnson, in and by virtue of a Spanish warrant of survey; and is now exhibited to the Register of the Land Office established east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to a copy of the plot herewith filed.

JOHN HINSON, for

JOHN JOHNSON.

[Plot omitted.]

Surveyed for John Johnson four hundred acres of land. Chain carriers, James Bilbo and Joseph Lawrence.
MARCH 21, 1803.

THOMAS BILBO.

The claimant exhibited a Spanish warrant of survey in the following words and figures, to wit:

His Excellency the GOVERNOR GENERAL:

ST. STEPHEN'S, May 11, 1795.

John Johnson, inhabitant in the jurisdiction of St. Stephen's, with the greatest respect due to your excellency, represents and lays before your excellency, and says, that he is established on a tract of land, about eighteen leagues distance from this fort, containing ten acres front, with its customary profounder, or back, bounded the south by Moses Moor, and on the north by William Powell, and, until this present, has no other proprietor but the one who has possession; but, not being legal, begs your excellency to grant him the above petition, with papers necessary from the Secretary of Government, which may correspond with the grant; for which favor from your excellency he will be forever thankful.

JOHN JOHNSON.

His Excellency the GOVERNOR GENERAL:

ST. STEPHEN'S, May 11, 1795.

By the best information from the inhabitants of this post, that the land the above petitioner solicits is King's commons, therefore cannot cause any prejudice to neighbors, your excellency may dispose as it may seem best.

ANTONIO PALAO.

NEW ORLEANS, June 10, 1795.

The Surveyor General of this province, or some other individual named by him for that business, shall establish that part of land of ten acres front, with its forty acres back, as customary, in the profounder, without causing prejudice to neighbors, as the land proves vacant, at the same place mentioned in the above petition, with the precise conditions of making the road and clearing regularly, in the peremptory space of one year; and if at the precise space of three years the land is not settled, during which period it cannot be alienated, this grant to remain null; under which supposition, the business of settling the limits will be carried on in the tract, and remitted me, to provide the interested party with titles in form.

THE BARON OF CARONDELET.

ST. STEPHEN'S, September 15, 1795.

Certifieth the above is a true copy of the original that remains in this office under my charge.

FERNANDO LISORE.

The above is a true copy of the Spanish grant.

THOS. PRICE.

The above was compared exact with the original in this office under my charge.

JOAQN. DE OSORNO. [L. s.]

I, Thomas Price, of the post of Mobile, English interpreter for His Majesty the King of Spain, do solemnly swear by the Almighty God, and by the Holy Cross, that this is a true and faithful translation of the Spanish grant or writing hereto annexed.

Subscribed and sworn before the Board, March 21, 1804.—Attest: DAVID PARMELEE 2d, Clerk.
Entered in record of claims, vol. 1, page 221 by EDW. LLOYD WAILES, for,

JOSEPH CHAMBERS, Register.

James Bilbo and Joseph Lawrence came before me, and made oath that, as chain bearers for Thomas Bilbo, surveyor, in surveying a tract of land for John Johnson, they gave a true account of the admeasurement, to the best of their knowledge.

MARCH 21, 1804.

JAMES CALLER, J. P.

The Board ordered that the case be postponed for consideration.

YOUNG GAINS's case, No. 45 on the docket of the Board, and No. 84 on the books of the Register.

Claim—Of seven hundred and eighty acres, by virtue of a Spanish warrant of survey, under the first section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the words and figures following, to wit:

To the Commissioners appointed in pursuance of the act of Congress, passed the 3d day of March, 1803, for receiving and adjusting the claims to lands south of Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situated on the Tombigbee river, beginning at a sycamore on the bank of the river, and running thence, south, thirty-nine degrees west, one hundred and twenty-six chains and forty-nine links, to a corner red oak; thence, south, sixty-six degrees east, sixty-three chains twenty-two links, to a corner post oak; thence, north, thirty-nine degrees east, one hundred and twenty-six chains forty-nine links, to the river; thence, with the meanders of the river, to the beginning; containing seven hundred and eighty acres, having such shape, forms, and marks, natural and artificial, as are represented in the plot annexed: is claimed by Young Gains, in and by virtue of a Spanish warrant of survey, bearing date the 22d day of October, 1787, and is now exhibited to the Register of the Land Office east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to a copy of the plot herewith filed.

YOUNG GAINS.

MARCH 20, 1804.

[Plot omitted.]

Surveyed 25th March, 1804, by Thomas Bilbo. Chain carriers, George Gullett and Joseph Lawrence.

In support of this claim, a Spanish warrant of survey was exhibited, in the following words and figures: viz.

His Excellency Don ESTEVAN MIRO, Colonel of the royal army, Governor civil and military of the city and province of the Louisiana, &c.

MOBILE, October 10, 1787.

Young Gains, inhabitant of Mobile jurisdiction, with the greatest respects to your excellency, represents and says, that there is a tract of land on Tombigbee river, containing twenty acres, formerly the property of Mr. Dallas, limited on the north by John Arnot, and on the south by vacant land; said tract, since the year 1780, never has been claimed by the proprietor, nor any other person empowered by him; the above petitioner begs your excellency to grant him the above tract of land, with the profounder; as customary, with papers of titles from the Secretary of Government, which may correspond with the concession; for which favor he will be forever thankful.

YOUNG GAINS.

MOBILE, October 10, 1787.

Don Vicent Folch, captain in the Louisiana regiment, and commandant civil and military of Mobile and its jurisdiction, certifieth that the land the above petitioner solicits is vacant, and by information from different inhabitants of this district, who have knowledge of said land.

VICENT FOLCH.

NEW ORLEANS, October 22, 1787.

The surveyor of this province, Don Carlos Laveau Trudeau, shall establish that part of land of twenty acres front, by its profounder of forty, as customary, as it is vacant, not causing prejudice to any person, at the same place mentioned in the above petition, with the precise conditions of making the road and clearing regularly in the peremptory space of one year; and if at the precise space of three years the land is not settled, during which period it cannot be alienated, this grant to remain null; under which supposition, the business of settling limits will be carried on in the tract, and remitted me to provide the interested party with titles in form.

ESTEVAN MIRO.

MOBILE, December 4, 1798.

MANUEL DE LANZOS.

THOMAS PRICE.

The above was compared exact with the original in this office, under my charge, by me,

JOAQUIN DE OSORNO.

I, Thomas Price, of the post of Mobile, English interpreter for His Majesty the King of Spain, do solemnly swear by the Almighty God, and by the Holy Cross, that this is a true and faithful translation of the Spanish grant or writing hereto annexed.

THOMAS PRICE.

Subscribed and sworn before the Board, March 21st, 1804.—Attest: DAVID PARMELEE 2d, Clerk.

Entered in record of claims, vol. 1, page 242, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

Joseph Lawrence and George Gullett, chain carriers for the survey in this case, were sworn before John Callier, Esq., Justice of Peace.

The Board ordered that the case be postponed for consideration.

YOUNG GAINS's case, No. 46 on the docket of the Board, and No. 85 on the books of the Register.

Claim—Of eight hundred acres, as assignee and legal representative of Dominique de Olive, by virtue of a Spanish warrant of survey, under the first section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the following words and figures, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March 1803, for receiving and adjusting the claims to lands south of Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situated on the west side of Tombigbee river, beginning at a cotton, running north, seventy degrees west, thirty-seven chains, to a stake; thence, west, eighty-four chains, to a corner oak; thence north, twenty-eight degrees west, forty-three chains, to a corner gum; thence, north, twenty-four chains, to a stake on the bank of Bassett's creek; thence, east, one hundred and forty-four chains, to a branch; thence, south, forty-five degrees east, twenty chains, to a corner maple on the bank of the river; thence, with the river to the beginning, containing eight hundred acres; is claimed by Young Gains, legal representative of Dominique de Olive, having such forms and marks, both natural and artificial, as are represented in the plot annexed: the said land is claimed in and by virtue of the first section of the said act of Congress, by a Spanish grant bearing date the 15th March, 1788, and now exhibited to the Register of the Land Office, to be recorded as directed by said act. To all which he begs leave to refer, as also to a copy of the plot hereunto annexed.

YOUNG GAINS,

Legal representative of Dominique de Olive.

[Plot omitted.]

Surveyed 24th February, 1804, by Thomas Bilbo. Chain carriers, George Gullett and David Gains, Jun.

A Spanish warrant of survey and a bill of sale were exhibited in support of this claim, in the words and figures following, to wit:

MOBILE, January 29, 1788.

His Excellency the GOVERNOR GENERAL:

Dominique de Olive, inhabitant of Mobile jurisdiction, with the greatest respect to your excellency, represents and says, that there is a tract of vacant land on Tombigbee river, containing twenty acres, limited on the north by vacant land, and on the north by Monsieur Dubroca, which until now has never had any proprietor; begs your excellency to grant him the above tract of land, with the profounder as customary, with papers of titles necessary from the Secretary of Government, which may correspond with the concession; for which favor he will be forever thankful.

DOMINIQUE DE OLIVE.

MOBILE, May 4, 1788.

Don Vincent Folch, captain in the Louisiana regiment of fixo, and commandant of civil and military of Mobile and its jurisdiction, certify, that by information from the different inhabitants, that part of land the above petitioner solicits remains vacant.

VICENT FOLCH.

NEW ORLEANS, March 15, 1788.

The commandant of Mobile shall establish that part of twenty acres front, with the profounder of forty as customary, as it is vacant, and not causing prejudice to any neighbors, at the same place mentioned in the above petition, with the precise conditions of making the road and clearing regularly, in the peremptory space of one year; and if at the precise space of three years the land is not settled, during which period it cannot be alienated, this grant to remain null; under which supposition the business of settling the limits will be carried on in the tract, and remitted me, to provide the interested party with titles in form.

ESTEVAN MIRO.

MOBILE, March 5, 1804.

JOAQUIN DE OSORNO.

THOMAS PRICE.

The above is compared exact with the original in this office, under my charge, by me,

JOAQUIN DE OSORNO.

This is a copy of the original in this office under my charge.

The above is a copy of the Spanish grant.

I, Thomas Price, of the post of Mobile, English interpreter for His Majesty the King of Spain, do solemnly swear by the Almighty God, and by the Holy Cross, that this is a true and faithful translation of the Spanish grant or writing hereto annexed.

THOMAS PRICE.

Subscribed and sworn before the Board, March 21st, 1804.—Attest: DAVID PARMELEE 2d, *Clerk*.

Know all men by these presents: I, Dominique de Olive, inhabitant of this place, really and effectually sold and delivered unto Young Gains, inhabitant of Tombigbee river, one tract of land of twenty acres front, by forty in the profounder; limited on the south by land of Valentine Dubroca, and on the north by vacant land, above place called the Sunflower: said land obtained first by concession from his excellency the Governor General of these provinces, the original of which exists in the office of this place, dated the 12th day of March, 1788; said land I have sold and delivered unto said Gains for the sum of eighty silver dollars, which I have received, which said sum I am fully satisfied with: for which I pass this bill of sale with form and regularity, renouncing all rights to said land, and give full possession to Young Gains, with all rights and titles for the same; therefore give up all rights, titles, and claims to said land sold and delivered to Young Gains, as above mentioned; in test of which, I sign these presents, in the presence of the commandant of Mobile, the 3d day of December, 1798. I, Don Manuel Lanzos, commandant civil and military of said place, accompanied with two evidences of assistance, who have knowledge of both contracting parties, shall sign these presents with the two evidences of assistance; Dominique de Olive shall sign with a cross, as customary.

YOUNG GAINS,
DOMINIQUE, his \times mark.

JOSE LOPEZ, FRANCISCO CANTERO.

Before me,

MANUEL DE LANZOS.

This is a copy of the original in the office under my charge, which I certify the day and date as abovementioned.

MANUEL DE LANZOS.

The above is a copy of the Spanish bill of sale.
This was compared exact with original, by me,

THOS. PRICE.

JOAQU. DE OSORNO. [L. s.]

I, Thomas Price, of the post of Mobile, English interpreter for His Majesty the King of Spain, do solemnly swear by the Almighty God, and by the Holy Cross, that this is a true and faithful translation of the Spanish grant, or writing hereto annexed.

THOS. PRICE.

Subscribed and sworn before the Board, March 21, 1804. Attest: DAVID PARMELEE 2d, *Clerk*.

Entered in record of claims, vol. 1, page 246, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, *Register*.

David Gains, Jun. and George Gullett, chain carriers for the survey in this case, were sworn before

JOHN CALLIER, *J. P.*

The Board ordered that the case be postponed for consideration.

JAMES FRAZIER's case, No. 47 on the docket of the Board, and No. 80 on the books of the Register.

Claim.—Of sixteen hundred acres, by virtue of a Spanish warrant of survey, under the first section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the words and figures following, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting the claims to lands south of Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situated on the west side of Tombigbee river, including part of Toller creek, in the county of Washington, beginning at a cotton tree, running thence, south, forty-four degrees west, one hundred and thirty-three chains and ninety links, to a red haw; thence, north, forty-six degrees west, ninety-five chains, to Toller creek; thence, with the creek north, forty-four degrees east, eighteen chains fifty links, to a persimmon tree; thence, north, forty-six degrees west, thirty-one chains fifty links, to a stake on the north fork of Toller creek; thence, north, forty-four degrees east, one hundred and three chains, to the river, a sweet gum corner; thence, with the meanders of the river, to the beginning; and hath such forms and marks, both natural and artificial, as are fully represented in the plot annexed, containing sixteen hundred acres: is claimed by James Frazier, in and by virtue of a Spanish warrant of survey, bearing date the 31st day of July, 1787, and is now exhibited to the Register of the Land Office to be established east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to a copy of the plot herewith filed.

MARCH 30, 1804.

J. F. McGREW, for

JAMES FRAZIER.

Surveyed March 20, 1804, by Robert Ligon.

[Plot omitted.]

A Spanish warrant of survey was exhibited in this case, in the following words and figures, to wit:

DON ESTEVAN MIRO, colonel of His Majesty's royal troops, Governor of the city and province of Louisiana, &c. &c.

MOBILE, June 6, 1787.

James Frazier, inhabitant in the jurisdiction of Mobile, with profoundest respect to your excellency, petitions and says, that existeth and is on Tombigbee river forty acres of land, formerly the property of Mr. Farmer, limited on the east side by a tract of land the property of John Turnbull, and on the west side by another of the same, which was forsaken by the widow Farmer in the year 1780, and until this present has never been claimed by the proprietor, nor any other person for him empowered; and as the attention of the above petitioner is to cultivate tobacco and Indian corn, he begs your excellency to grant him the above petition, with papers necessary from the Secretary of Government, which may correspond with the same.

JAMES FRAZIER.

Don Pedro Favrot, captain in Louisiana regiment, commandant civil and military at this place, certifieth, by information from four of the inhabitants of character of this place, the land above mentioned was forsaken by the same individuals as above mentioned, and at the same time as specified above; and as it may be credited at any time, I give these presents at Mobile, this 7th June, 1787.

PEDRO FAVROT.

NEW ORLEANS, July 31, 1787.

The Surveyor General of this province, Don Carlos Laveau Trudeau, shall establish the petitioner on that part of land of forty acres front by its profounder of forty back, as customary, at the same place mentioned in the above petition, not causing prejudice to any person whatsoever, with the precise conditions of making the road and clearing regularly in the peremptory space of one year; and if at the precise space of three years the land is not settled, during which period it cannot be alienated, this grant to remain null; under which supposition, the business of settling the limits will be carried on in the tract, and remitted me, to provide the interested party with titles in form.

ESTEVAN MIRO.

The above was compared with the original in this exact by me,

MOBILE, February 29, 1804.

The above copy is exact from the Spanish grant.

JOAQ. DE OSORNO. [L. s.]

THOS. PRICE.

I, Thomas Price, of the post of Mobile, English interpreter for His Majesty the King of Spain, do solemnly swear by the Almighty God, and by the Holy Cross, that this is a true and faithful translation of the Spanish grant, or writing hereto annexed.

THOS. PRICE.

Subscribed and sworn before the Board, March 21, 1804.—Attest: DAVID PARMELEE 2d, Clerk.

Entered in record of claims, vol. 1, page 232, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

The Board ordered that the case be postponed for consideration.

JAMES POWELL, executor of William Powell, deceased, case No. 48 on the docket of the Board, and No. 63 on the books of the Register.

Claim—Of four hundred acres, by virtue of a Spanish warrant of survey, under the first section of the act.

The claimant exhibited his claim, together with a surveyor's plot of the land claimed, in the words and figures following, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting the claims to lands south of Tennessee and east of Pearl river.

Please to take notice, that the following tract of land, situated on the west side of Tombigbee river, butting and bounding on the east by said river, to the south by John Johnson's land, beginning on a red oak, west by vacant land, and north by James Powell's land, containing four hundred acres; and hath such forms and marks, both natural and artificial, as are fully represented in the plot annexed: is claimed by James Powell, executor for the estate of William Powell, in and by virtue of a Spanish warrant of survey, and is now exhibited to the Register of the Land Office established east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to a copy of the plot herewith filed.

JAMES POWELL,
Executor of William Powell.

MARCH 20, 1804.

[Plot omitted.]

Surveyed 2d ———, 1804, by John Dease. Chain carriers, James Dean and Amos Read.

In support of this claim, a Spanish warrant of survey was exhibited, in the following words and figures, viz:

To His Excellency the GOVERNOR GENERAL:

FORT ST. STEPHEN'S, 11th May, 1795.

William Powell, inhabitant in the jurisdiction of St. Stephen's, with the greatest respect, represents and lays before your excellency, that having been settled on a tract of land these ten years past, situate in distance about eighteen leagues from this Fort St. Stephen's, on up-land, the same leads down to Mobile, which contains about ten acres front, bounded on the south by John Johnson, and on the north by Owen Sullivant; the land being vacant, begs your excellency to grant him the titles of cession: for which favor from your excellency he will be forever thankful.

WILLIAM POWELL.

To His Excellency the GOVERNOR GENERAL:

FORT ST. STEPHEN'S, 11th May, 1795.

By information from the different inhabitants of this post, it appears that the land is vacant, and within the King's dominion; therefore, cannot cause any prejudice to any.

ANTONIO PALAO.

NEW ORLEANS, 10th June, 1795.

The Surveyor of the province shall establish that part of ten acres of land front, the same that solicits the petitioner, with forty back, as customary, as it appears to be vacant land, and not causing any prejudice to the neighbors, with the precise conditions of making the road, and clearing regularly, in the peremptory space of one year; and if at the precise space of three years the land is not settled, during which period it cannot be alienated, this grant to lay null, under which supposition, the business of settling the limits will be carried on in the tract, and remitted me, to provide the interested party with titles in form.

THE BARON OF CARONDELET.

Certifieth that the above is a copy of the original in the office under my charge, at Fort St. Stephen's, October 6th, 1795.

FERNANDO LESORE.

Translated from the Spanish grant—copied.

THOMAS PRICE.

The above was compared to the original in this office, by me,

JOAQ. DE OSORNO, [L. s.]

I, Thomas Price, of the post of Mobile, English interpreter for His Majesty the King of Spain, do solemnly swear by the Almighty God, and by the Holy Cross, that this is a true and faithful translation of the Spanish grant or writing hereto annexed.

THOMAS PRICE.

Subscribed and sworn before the Board, March 21st, 1804.—Attest: DAVID PARMELEE 2d, Clerk.

Entered in record of claims, volume 1, page 182, by EDW. LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

The Board ordered that the case be postponed for consideration.

SIMON ANDREY's case, No. 49 on the docket of the Board, and No. 106 on the books of the Register.

Claim—Of four hundred and seventy-nine acres, by virtue of a Spanish warrant of survey, under the first section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the words and figures following, to wit:

To the Commissioners appointed in pursuance of the act of Congress, passed the 3d day of March, 1803, for receiving and adjusting claims to land south of the Tennessee river, and east of the Pearl river.

FORT STODDERT, March 21, 1804.

Please to take notice, that the following tract of land, lying west of the Mobile river, butting and bounding on the north by Grog Hall creek, and on the south by Joseph Chastang, on the east by the said river, and west by vacant land, is claimed by Simon Andrey, under and by virtue of a Spanish grant, or order of survey, granted to the

said Simon Andrey, as may appear by the original grant now delivered to the Register of the Land Office, (to be established east of Pearl river) to be recorded as directed by that act. To all which he begs leave to refer, as also to the copy of the plot herewith filed.

CHASTANG, Jeune, acting for

SIMON ANDREY.

[Plot omitted.]

Surveyed, 20th March, 1804, by James Gordon. Chain bearers, Gabriel Tissrah and William Weathers.

In support of this claim, a Spanish warrant of survey was exhibited in the words and figures following, viz:

MOBILE, April 13, 1787.

Senor DON ESTEVAN MIRO, colonel of the royal troops, and Governor of civil and military in the province of the Louisiana, &c.:

Simon Andrey, inhabitant of Mobile jurisdiction, with the greatest submission and respect, says, that on the river Tombigbee, there is forty acres of land that has been evacuated by Mr. Magilivrey these eight years past, lying and situate between the property of Mr. Chastang on the southeast side, and on the northeast side by a place called Grog Hall, so named by said Mr. Magilivrey, above mentioned, comprehending both sides of the river; and that the petitioner having slaves in number sufficient to cultivate the above mentioned lands, humbly begs your excellency to favor him with a grant for the same, having paid due attention that no person whatever hath laid any claims since the evacuation of the above mentioned lands; he therefore begs your excellency to favor him of being proprietor of the above mentioned forty acres of land front, with its profounder, that corresponds, as customary; and begs your excellency would give directions to the secretary of despatches for the same.

God preserve you many years.

Signed for

SIMON ANDREY.

Don Pedro Favrot, captain in the Louisiana regiment of fixo, and commandant of civil and military of Mobile, &c. certifieth, that having taken a second information from four credible inhabitants, who declare, that the above mentioned forty acres of land, front on the river, at the place above named, have been abandoned or evacuated by the same person above named, as long as the same term of time of eight years past, as above mentioned; and being convinced of the fact of the above information, I have signed these presents, the 13th of April, 1787.

PEDRO FAVROT.

NEW ORLEANS, May 14, 1787.

The commandant of Mobile post shall establish the petitioner on twelve acres of land only, front on the river, and forty acres back in the profounder, as customary, without causing any detriment; the petitioner may have choice of the above twelve acres front on the river within the boundary of the above mentioned forty acres front on the river, by him petitioned for, with these express obligations: that, within the term of one year, he shall make roads and lawful improvements; and if neglected for the term of three years, the same land shall become vacant; observing these express conditions, that, during the above mentioned term of three years, he, the petitioner, shall not convey, bargain for, or sell, or cause it to be done, any part of the above mentioned twelve acres of lands front on the river, until intelligence shall be given of the above obligation being completed, which may correspond with the titles in due form.

ESTEVAN MIRO.

The above is a true copy of the original in the office of this place.

MOBILE, July 8, 1787.

SANTIAGO DE LA SAUSSAYE,
Public Writer in Mobile.

Translated from a copy of the original in this office.

THOMAS PRICE.

I, Thomas Price, of the post of Mobile, English Interpreter for His Majesty the King of Spain, do solemnly swear by the Almighty God, and by the Holy Cross, that this is a true and faithful translation of the Spanish grant or writing hereto annexed.

THOMAS PRICE.

Subscribed and sworn before the Board, March 21, 1804.—Attest: DAVID PARNELEE 2d, Clerk.

Entered in record of claims, vol. 1, page 331, by EDW. LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

Gabriel Tissrah and William Weathers, chain carriers for the survey in this case, were sworn before JAMES CAILLIER, Esq. Justice of Peace.

The Board ordered that the case be postponed for consideration.

SIMON ANDREY's case, No. 50 on the docket of the Board, and No. 163 on the books of the Register.

Claim.—A right of pre-emption of forty-one acres, as legal representative of Charlotte Haurale, under the third section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the following words and figures, to wit:

To the Commissioners appointed in pursuance of an act of Congress passed the 3d of March, 1803, for receiving and adjusting claims to lands south of the Tennessee river and east of Pearl river.

FORT STODDERT, March 21, 1804.

Please to take notice, that the following tracts of land, one lying on the west, and the other on the east side of Mobile river, beginning at a persimmon tree, and adjoining to lands claimed by Joseph Chastang, for the lands on the west side of the river; the land on the east side of said river beginning at the green oak landing, and running until it also joins to lands of the said Joseph Chastang, is claimed by Simon Andrey, as the legal representative of Charlotte Maurale, under and by virtue of the third section of an act of Congress passed the 3d March, 1803, for pre-emption, to be recorded agreeably to that act. To all which he begs leave to refer, as also to the copy of the plots herewith filed.

CHASTANG, Jeune, acting for

SIMON ANDREY.

[Plot omitted.]

Surveyed February 20, 1804, by James Gordon. Chain carriers, Joseph Campbell and Gabriel Tissrah.

In support of claim, a writing was exhibited in the following words and figures, to wit:

I, the subscriber, Simon Favre, do give, and, by these presents, have given, unto Charlotte Haurale, in consideration of her good services done me, a tract of land on the bluff, beginning at my persimmon tree, until it joins Mr. Chastang's boundary, which contains about one and a half acres on the river; and, on the opposite side of the said river, another tract of land, beginning at my landing, called the Green Oak, until it joins also Mr. Chastang's boundary, forming about two acres front on the river, with the same profounder as customary; and that it may be well understood that the said Charlotte Haurale shall enjoy the same fully and peaceably, she being the only heir to the said lands, in promising her to warrant the same from all troubles or impeachments whatever.

Given, in the presence of evidences, at my plantation, the twenty-third of June, one thousand seven hundred and seventy-three.

DUVAL,
P. SUZAN, } Test.

SIMON FAYRE.

The above is a true copy of the original.

THOS. PRICE.

I, Thomas Price, of the post of Mobile, English interpreter for His Majesty the King of Spain, do solemnly swear by the Almighty God, and by the Holy Cross, that this is a true and faithful translation of the writing hereto annexed.

THOS. PRICE.

Subscribed and sworn before the Board, March 21, 1804.—Attest: DAVID PARMELEE 2d, Clerk.

Entered in record of claims, vol. 1, page 495, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

The Board ordered that the case be postponed for consideration.

GEORGE BREWER, Junior's, case, No. 51 on the docket of the Board, and No. 75 on the books of the Register.

Claim.—Of eight hundred acres, as assignee and legal representative of Valentine Dubroca, by virtue of a Spanish warrant of survey, under the first section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the following words and figures, to wit:

To the Commissioners appointed in pursuance of the act of Congress, passed the 3d day of March, 1803, for receiving and adjusting the claims to lands south of Tennessee and east of Pearl river.

Please to take notice, that the following tract of land, situated on the waters of Tombigbee, in the county of Washington, beginning at sweet gum, and running west, one hundred and five chains, to a sweet gum corner; thence south, sixty-three chains twenty-five links, to a laurel corner; thence, east, one hundred and seventy-seven chains, to a stake corner on the river; thence, with the meanders of the river, to the beginning; containing eight hundred acres, having such shape, form, and marks, both natural and artificial, as are fully represented in the plot annexed: is claimed by George Brewer, Jr., as legal representative of Valentine Dubroca, in and by virtue of a Spanish warrant of survey, and is now exhibited to the Register of the Land Office established east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to a copy of the plot herewith filed.

GEORGE BREWER, Jun.

MARCH 16, 1804.

[Plot omitted.]

Surveyed February 21, 1804, by Robert Ligon.

A Spanish warrant of survey and bill of sale were exhibited in this case, in the following words and figures, viz:

His Excellency the GOVERNOR GENERAL:

MOBILE, October 2, 1787.

Valentine Dubroca, inhabitant of Mobile jurisdiction, with the greatest respects to your excellency, petitions and says, there is found on Tombigbee river twenty acres of land, limited on the north by land of Dominique de Olive, and on the south by vacant land, which never had any proprietor; in attention of which, he expects from your excellency the favor of granting him the above petition, with the corresponding papers of titles, from the Secretary of Government, which may correspond with the concession: for which favor from your excellency he will be forever thankful.

VALENTINE DUBROCA.

MOBILE, October 2, 1787.

Don Vicent Folch, captain in the fixed Louisiana regiment, commandant civil and military of Mobile and its jurisdiction, certifies, that the land the petitioner solicits is found vacant, by information taken to that purpose from several inhabitants knowing the same.

VICENT FOLCH.

NEW ORLEANS, October 22, 1787.

The surveyor of this province, Don Carlos Laveau Trudeau, shall establish this individual on that part of land of twenty acres front, which he solicits, with the profounder as customary, of forty, at the same place mentioned in the above petition, as it is vacant, not causing any prejudice to any neighbors, with the precise conditions of making the road and clearing regularly in the preceptory space of one year; and if, at the precise space of three years, the land is not settled, after which period it cannot be established, this grant to remain null; under which supposition, the business of settling the limits will be carried on in the tract, and remitted me, to provide the interested party with titles in form.

This is a copy, compared to the original existing in the archives under my charge, which I certify.

JOAQUIN DE OSORNO. [L. s.]

MOBILE, February 24, 1804.

The above is a copy of the Spanish grant.

THOMAS PRICE.

I, Thomas Price, of the post of Mobile, English interpreter for His Majesty the King of Spain, do solemnly swear by the Almighty God, and by the Holy Cross, that this is a true and faithful translation of the Spanish grant or writing hereto annexed.

THOMAS PRICE.

Subscribed and sworn before the Board, March 21, 1804.—Attest: DAVID PARMELEE 2d, Clerk.

To all to whom these may come:

I, Valentine Dubroca, neighbor of Mobile jurisdiction, hath really and effectually sold to George Brewer, inhabitant of Tombigbee river, one tract of land, containing twenty acres, situate at a place called Sunflower, on said river, limited on the north side by one of Dominique de Olive, and on the south by another of Arban Durny: said land is my own property, by concession from his excellency the Governor General, in the year one thousand seven hundred and eighty-seven, the original of which exists in the archives of this place, the copy of which I sold to the purchaser, safe, without mortgage or claims on the same, for the sum of sixty silver dollars, which I have received, and am satisfied; renouncing all rights, titles, and claims, me and my heirs, to said land and possessions thereunto belonging, and give full possession to the purchaser, his heirs, and assigns, forever, to dispose or make use of for him, his heirs, and assigns; and, being present said George Brewer, he accepts this bill of sale and titles to said land above mentioned, for the same sum we bargained for, in which he is well satisfied. In testimony of which, this is dated at Mobile, the twenty-sixth day of June, one thousand seven hundred and ninety-eight.

I, Don Manuel de Lanzos, commandant civil and military of said province, accompanied with two evidences of assistance, knowing both parties contracting, and sign, with the two evidences. And I, the said commandant, &c.

VALENTINE DUBROCA.

FRANCISCO CONTERO, } Witnesses.
GARONEMO YAUNAS, }

Before me,

MANUEL DE LANZOS.

This is a copy of the original that passed before me, for which I certify.

MOBILE, June 26, 1798.

The above is a bill of sale of the Spanish original.

MANUEL DE LANZOS.

The above was compared exact with the original in this office under my charge, by me,

THOMAS PRICE.

JOAQUIN DE OSORNO. [L. s.]

Entered in record of claims, vol. 1, page 214, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

I, Thomas Price, of the post of Mobile, English interpreter for His Majesty the King of Spain, do solemnly swear by the Almighty God, and by the Holy Cross, that this is a true and faithful translation of the Spanish grant or writing hereto annexed.

THOMAS PRICE.

Subscribed and sworn before the Board, March 21st, 1804.—Attest: DAVID PARMELEE 2d, Clerk.
The Board ordered that the case be postponed for consideration.

JOHN BREWER's case, No. 52 on the docket of the Board, and No. 104 on the books of the Register.

Claim—Of eight hundred acres, as assignee and legal representative of Charles Arbon Demoy, by virtue of a Spanish warrant of survey, under the first section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the following words and figures, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1802, for receiving and adjusting the claims to lands south of Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situated on the Tombigbee river, in the county of Washington, beginning at a cotton tree, being James Denley's corner, running thence, due west, eighty-one chains and fifty links, to a white oak; thence, north, sixty-three chains twenty-five links, to an ironwood; thence, east, one hundred and seventy chains, to a stake corner on the river; thence, with the river, to the place of beginning; containing eight hundred acres, having such shape, form, and marks, both natural and artificial, as are fully represented in the plot annexed: is claimed by John Brewer, as legal representative of Charles Abon Demoy, in and by virtue of a Spanish warrant of survey, and now exhibited to the Register of the Land Office, established east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to a copy of the plot herewith filed.

JOHN BREWER.

Legal representative of Charles Arbon Demoy.

MARCH 16, 1804.

[Plot omitted.]

Surveyed 20th February, 1804, by Robert Ligon. Chain carriers, James Danley, George Dickey.

A Spanish warrant of survey and a bill of sale were exhibited in this case, in the words and figures following, viz:

His Excellency Don ESTEVAN MIRO, Colonel of the royal army, Governor civil and military of the city and province of the Louisiana, &c. &c.

MOBILE, October 10th, 1787.

Charles Abon Demoy, inhabitant in Mobile jurisdiction, with the greatest respect to your excellency, represents and says there is on Tombigbee river forty acres of vacant land, which land never has had any proprietor, limited on the north side by land, the property of Valentine Dubroca, and on the south by a tract of land of Daniel Ward's; and with intention to cultivate tobacco and corn on said land, begs your excellency's goodness in granting me the above forty acres as real proprietor of the same, with the profounder, as customary; for which favor he will be forever thankful.

CHARLES ABON DEMOY.

MOBILE, October 10th, 1787.

Don Vincent Folch, captain in the fixed Louisiana regiment, commandant civil and military of Mobile and its district, certifies, that what the petitioner solicits is found vacant by the information taken for that purpose from several inhabitants knowing the same.

VINCENT FOLCH.

NEW ORLEANS, October 22d, 1787.

The surveyor of this province, Don Charles Laveau Trudeau, shall establish this individual on that part of land of twenty acres front, which he solicits, with its profounder, as customary, of forty, at the same place mentioned in the above petition, as it is vacant, not causing prejudice to any neighbors, with the precise conditions of making the road, and clearing regularly, in the peremptory space of one year; and if, at the precise space of three years, the land is not settled, after which period it cannot be established, this grant to remain null; under which supposition, the business of settling the limits will be carried on the tract, and remitted me, to provide the interested party with titles in form.

ESTEVAN MIRO.

This is exact with the original, from which is written this copy, and existing in the archives of this place, under my charge; the same I certify at Mobile, the 23d of October, 1800.

MANUEL DE LANZOS.

JOAQUIN DE OSORNO. [L. s.]

The above is a copy of the Spanish grant.

THOS. PRICE.

I, Thomas Price, of the post of Mobile, English interpreter for His Majesty the King of Spain, do solemnly swear by the Almighty God, and by the Holy Cross, that this is a true and faithful translation of the Spanish grant or writings hereto annexed.

THOS. PRICE.

Subscribed and sworn before the Board, March 21st, 1804.—Attest: DAVID PARMELEE 2d, Clerk.

To all to whom these may come:

Charles Arbon Demoy, inhabitant of Mobile jurisdiction, hath really and effectually sold unto John Brewer, inhabitant established on Tombigbee river, United States' territory, since the limitation, a tract of land of my own property, containing twenty acres front, with the profounder, as customary, of forty; said land limited on one side by land of Valentine Dubroca, deeded, and on the other side by land, the purchaser's property; the above land proves to be my own property by titles of concession from his excellency the Governor General of these provinces, warranted to me in the year one thousand seven hundred and eighty-seven, the original of which exists in the

archives of this place, of which I took a copy of certification from the commandant; the same I sold to said purchaser, safe from all mortgages or claims, with all the improvements, for the sum of two hundred silver dollars, which I received and am satisfied, and by these renounce all rights, titles, and claims to said lands and possessions thereunto belonging, and by these give full possession to said purchaser, his heirs and assigns, forever, to dispose of for him, his heirs and assigns; and, as the purchaser is not present to accept in his favor the bill of sale with titles for said land, accept for him, and in his favor, John Baptist Dubroca and Thomas Price, who hold themselves satisfied, according to the above contract, passing receipts on both sides, both being satisfied. In testimony of which, these are dated at Mobile, the twenty-third day of October, one thousand eight hundred.

I, Don Manuel De Lanzas, captain retired from the regiment fixed of the Louisiana, commandant civil and military of Mobile place and its jurisdiction, accompanied with two evidences of assistance, who is knowing the vender and the two persons who accepted in favor of the purchaser, having no Notary Public, they all sign these with me, at Mobile, the same day and year above dated.

CHARLES ARBON DEMOY.

For the purchaser: John Baptist Dubroca, Thomas Price. Evidences of assistance: Salvador Gormez, Augustin Blanco.

Before me,

MANUEL DE LANZOS.

This is a copy of the original passed before me, and existing in the archives of this place under my charge, which I certify, the day above dated.

MANUEL DE LANZOS.

THOS. PRICE.

The above is a bill of sale of the Spanish grant.

The above was compared exact with the original in this office under my charge, by me,

JOAQUIN DE OSORNO. [L. s.]

I, Thomas Price, of the post of Mobile, English interpreter for His Majesty the King of Spain, do solemnly swear by the Almighty God, and by the Holy Cross, that this is a true and faithful translation of the Spanish grant or writings hereto annexed.

THOS. PRICE.

Subscribed and sworn before the Board, March 21st, 1804.—Attest: DAVID PARMELEE 2d, Clerk.

Entered in record of claims, vol. 1, page 320, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

The Board ordered that the case be postponed for consideration.

The heirs of JAMES MCGREW, case No. 53 on the docket of the Board, and No. 73 on the books of the Register.

Claim—Of four hundred acres, by virtue of a Spanish warrant of survey, under the first section of the act.

The claimants presented their claim, together with a surveyor's plot of the land claimed, in the following words and figures, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, to receive and adjust claims to lands east of Pearl river.

Please to take notice, that the following tract of land, situated on the west side of the river Tombigbee, butting and bounded as follows: beginning on a corner cotton tree, above Reams's line and lands claimed by Young Gains, &c. about two miles below Fort St. Stephen's, (supposed;) thence, running south, eighteen degrees west, one hundred and twenty-six chains fifty links, to a corner red oak; thence, north, seventy-two degrees west, thirty-one chains and fifty links, to a corner stake; thence, north, eighteen degrees east, one hundred and twenty-six chains fifty links, to a corner cotton tree on the bank of the river; thence, down the meanders of the river to the first mentioned station; having such marks, natural and artificial, as are represented in the plot annexed, containing four hundred acres: is claimed by James McGrew, or by his heirs, to wit: Peggy McGrew, Eliza McGrew, or Eliza De Castro, Alexander McGrew, Giles McGrew, James McGrew, Jane McGrew, Nancy McGrew, Keziah McGrew, John McGrew, and Wm. McGrew, children of said James McGrew, under and by virtue of a Spanish warrant or order of survey, granted unto him, the said James McGrew, on the day of; and the said claimant did, on the 27th day of October, 1795, inhabit and cultivate the tract herein specified, agreeably to the requisitions of the first section of an act of Congress, entitled an act, and the same does not appear to be claimed by any preceding provision of the act, and now exhibited to the Register of the Land Office, established east of Pearl river, to be recorded as is directed by said act. To all which they beg leave to refer, as also to the plot hereto fixed, &c. &c. Presented February 29th, 1804, by ELIZABETH DE CASTRO, her x mark.

Witness, EDWIN LEWIS.

[Plot omitted.]

Surveyed in February, 1804, by Robert Ligon. Chain carriers, Young Gains, Dawson Grimes.

In support of this claim, a Spanish warrant of survey was exhibited in the following words and figures, to wit:

DON ESTEVAN MIRO, Colonel of the royal army, Governor civil and military of the city and province of Louisiana, &c. &c.

MOBILE, 12th January, 1788.

James McGrew, inhabitant of this jurisdiction of Mobile, with the greatest respect to your excellency, represents and says, that there is on the Tombigbee river ten acres of vacant land, which, until now, has never been claimed by any proprietor; he begs your excellency to grant him, with the profounder customary, with papers of titles necessary from the Secretary of Government, that may correspond with the concession; for which favor he will be forever thankful.

JAMES MCGREW.

Don Vicent Folch, captain in regiment of fixed of the Louisiana, commandant civil and military of Mobile and its district, certifieth, that the land the petitioner solicits is vacant, by information from the different inhabitants who are knowing to the same place, for which I sign these presents the day and date above mentioned.

VICENT FOLCH.

NEW ORLEANS, 9th February, 1788.

The surveyor of this province, Don Carlos Laveau Trudeau, shall establish that part of land of ten acres front, with its profounder of forty acres as customary, as it is vacant, and not cause prejudice to any neighbors, at the place mentioned in the above petition, with the precise conditions of making the road, and clearing regularly in the peremptory space of one year; and if at the precise space of three years the land is not settled, during which period it cannot be alienated, this grant to remain null; under which supposition, the business of settling the limits will be carried on in the tract, and remitted me to provide the interested party with titles in form.

ESTEVAN MIRO.

MOBILE, March 6th, 1788.

Certifieth the above is a copy of the original existing in the office of this place.

SANTIAGO DE LA SAUSSAYE, Public Notary.

The above is a copy of the Spanish grant.

THOS. PRICE.

The above is compared exact with the original in this office, under my charge, by me.

JOAQ. DE OSORNO. [L. s.]

I, Thomas Price, of the post of Mobile, English interpreter for His Majesty the King of Spain, do solemnly swear, by the Almighty God, and by the Holy Cross, that this is a true and faithful translation of the Spanish grant, or writing hereto annexed.

THOS. PRICE.

Subscribed and sworn before the Board, March 21st, 1804. — Attest: DAVID PARMELEE 2d, Clerk.

Entered in record of claims, vol. 1, page 206, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

The Board ordered that the case be postponed for consideration.

FRANCIS BOYKIN's case, No. 54 on the docket of the Board, and No. 58 on the books of the Register.

Claim.—Of eight hundred acres, as representative of Adam Hollinger, by virtue of a Spanish warrant of survey, under the first section of the act.

The claimant exhibited his claim, together with a surveyor's plot of the land claimed, in the following words and figures, to wit:

To the Commissioners appointed, in pursuance of an act of Congress, passed the 3d day of March, 1803, for receiving and adjusting the claims to lands south of Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situated on the river Tombigbee, in the county of Washington, beginning at an elm, and running north, sixty-seven degrees west, one hundred and thirty-eight chains, to a stake; thence, south, twenty-three degrees west, sixty-three chains twenty-four links, to a black gum; thence, south, sixty-seven degrees east, one hundred and fifteen chains, to a cotton tree standing on the river; thence, with the river, to the beginning, containing eight hundred acres, having such shape, form, and marks, both natural and artificial, as are represented in the plot annexed: is claimed by Francis Boykin under and by virtue of a Spanish warrant of survey, dated the 10th day of June, 1795, and now exhibited to the Register of the Land Office east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to a copy of the plot herewith filed.

MARCH 15th, 1804.

FRANCIS BOYKIN.

[Plot omitted.]

Surveyed 5th of March, 1804, by Robert Ligon. Chain carriers, Rice Wells, William McGee.

In support of this claim, a Spanish warrant of survey was exhibited, in the words and figures following, viz:

ST. STEPHEN's, May 1st, 1795.

His Excellency the GOVERNOR GENERAL:

Adam Hollinger, with the greatest respect to your excellency, represents and says, that these five years past he has been settled on a tract of land, about ten miles distance from the fort, on Mobile side, the said land contains twenty acres, limited next to the fort by Nathaniel Blackwell, and on the other side by land of Mr. Bassett's; the same was vacant when the petitioner took possession; he begs your excellency to grant him the above petition, with papers of titles necessary which may correspond with the concession; for which favor he will be forever thankful.

ADAM HOLLINGER.

ST. STEPHEN's, 6th May, 1795.

His Excellency the GOVERNOR GENERAL:

By information from the inhabitants of this post, that the land above mentioned is King's commons, and not causing any prejudice to any neighbors, your excellency may dispose as it may seem best.

ANTONIO PALAO.

NEW ORLEANS, 10th June, 1795.

The Surveyor General of this province, or some individual named by him for that business, shall establish that part of land of twenty acres front, with its profunder of forty acres, as customary, as it is vacant, not causing any prejudice to any neighbors, at the same place mentioned in the above petition, with the precise conditions of making the road, and clearing regularly in the peremptory space of one year; and, if at the precise space of three years the land is not settled, during which period it cannot be alienated, this grant to remain null; under which supposition, the business of settling the limits will be carried on in the tract, and remitted me, to provide the interested party with titles in form.

THE BARON OF CARONDELET.

Registered: FERNANDO LISORE.

The above is a copy of the Spanish grant.

THOS. PRICE.

The above was compared exact with the original in this office under my charge, by me,

JOAQ. DE OSORNO. [L. s.]

I, Thomas Price, of the post of Mobile, English interpreter for His Majesty the King of Spain, do solemnly swear by the Almighty God, and by the Holy Cross, that this is a true and faithful translation of the Spanish grant or writing hereto annexed.

THOS. PRICE.

Subscribed and sworn before the Board, March 21st, 1804. Attest: DAVID PARMELEE 2d, Clerk.

On the back of the original Spanish warrant there is an endorsement in the following words and figures, viz:

For value received of Francis Boykin, of the county of Washington, I do assign, transfer, release, and forever quit claim to the said Francis Boykin, all my interest, right, and title to all the lands which can or ought to be claimed or holden by virtue of the foregoing order or warrant of survey from the Spanish Government.

Witness my hand the 21st of March, 1804.

ADAM A. HOLLINGER, his \times mark.

Test: EDWARD LLOYD WAILES.

Entered in record of claims, vol. 1, page 169, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

Rice Wells and William McGee, chain carriers for the survey in this case, were sworn before John Callier, Esq. Justice of Peace.

The Board ordered that the case be postponed for consideration.

ANN LAWRENCE'S case, No. 55 on the docket of the Board, and No. 101 on the books of the Register.

Claim—Of eight hundred acres, as legal representative of Moses Moore, by virtue of a Spanish warrant of survey, under the first section of the act.

The claimant presented her claim, together with a surveyor's plot of the land claimed, in the following words and figures, to wit:

To the Commissioners appointed in pursuance of the act of Congress, passed the 3d day of March, 1803, for receiving and adjusting claims to land south of Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situated on the west side of the river Tombigbee, in the county of Washington, beginning on said river at an oak; thence, south, twenty-five degrees east, fourteen chains; thence, south, thirty-six degrees east, one hundred and ten chains; thence, south, seventeen degrees east, seventeen chains; thence, south, seventy degrees east, seventy-seven chains, to a corner stake; thence, north, seventeen degrees east, ninety-three chains, to a sassafras; thence, west, twenty-five chains; thence, north, sixty-eight degrees west, twenty-five chains; thence up the meanders of said river to the beginning; containing eight hundred acres, and hath such forms and marks, both natural and artificial, as are fully represented in the plot annexed: is claimed by the widow Ann Lawrence, legal representative of Moses Moore, in and by virtue of a Spanish warrant of survey, and is now exhibited to the Register of the Land Office established east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to a copy of the plot herewith filed.

JOSEPH LAWRENCE.

For ANN LAWRENCE, *Legal representative of Moses Moore.*

MARCH 20, 1804.

[Plot omitted.]

Chain carriers, James Bilbo and William Phelps. Surveyed 19th March, 1804, by Thomas Bilbo. In this case, a Spanish warrant of survey was exhibited, in the words and figures following, viz:

MOBILE, October 1, 1787.

His Excellency the GOVERNOR GENERAL of the province of Louisiana:

Moses Moore, inhabitant in the jurisdiction of Mobile, with the greatest respect to your excellency, represents and says, that there is found on Tombigbee river a tract of land of twenty acres, formerly the property of Mr. McIntosh, interpreter and commissary of the Chickasaw Indians, in the English times; limited on the north by the same land, and on the south by Sunflower; which was evacuated by said McIntosh in the year eighty, and, until this present, never has been claimed by him, nor no other for him empowered. The petitioner being necessitated for such a tract to cultivate tobacco and Indian corn, he begs your excellency to grant him the above petition, with the profounder as customary, with papers of titles necessary, from the secretary of Government, which may correspond with the concession; for which favor he will be forever thankful.

MOSES MOORE.

Don Vicent Folch, captain in Louisiana regiment of infantry, and commandant civil and military of Mobile and its jurisdiction, certifies that the land the above petitioner solicits is vacant, by information from the different inhabitants of this district.

VICENT FOLCH.

NEW ORLEANS, October 22, 1787.

The surveyor of this province, Don Carlos Laveau Trudeau, shall establish that part of land of twenty acres front, with its profounder of forty acres, as customary, as it is vacant, not causing any prejudice to any neighbors, at the same place mentioned in the above petition, with the precise conditions of making the road, and clearing regularly, in the preceptory space of one year; and if, at the precise space of three years, the land is not settled, during which period it cannot be alienated, this grant to remain null; under which supposition, the business of settling the limits will be carried on in the tract, and remitted me to provide the interested party with titles in form.

ESTEVAN MIRO.

This is a copy compared with the original in this office, Mobile, March 5, 1804.

JOAQU. DE OSORNO.

The above is a copy of the Spanish grant.

THOMAS PRICE.

The above compared with the original exact in this office under my charge.

JOAQU. DE OSORNO. [L. s.]

I, Thomas Price, of the post of Mobile, English interpreter for His Majesty the King of Spain, do solemnly swear by the Almighty God and the Holy Cross, that this is a true and faithful translation of the Spanish grant or writing hereto annexed.

THOMAS PRICE.

Subscribed and sworn before the Board, March 21, 1804.—Attest: DAVID PARMELEE 2d, *Clerk.*

Entered in record of claims, volume 1, page 308, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, *Register.*

In support of the right of representation, the claimant exhibited the last will and testament of the said Moses Moore, bearing date the 25th of July, 1791, in which he willed and devised to the said Ann Lawrence all his right and title to the land now claimed, which she was to have and possess after the decease of Margaret, the widow of said Moore; which said will was duly executed, proved, and approved.

The Board ordered that the case be postponed for consideration.

JOHN CALLIER'S case, No. 56 on the docket of the Board, and No. 95 on the books of the Register.

Claim—Of seven hundred and eighty-one acres, one rood, and eleven poles, as assignee and legal representative of Adam Hollinger, by virtue of a Spanish warrant of survey, under the first section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the words and figures following, viz:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting the claims to lands south of Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situated on the west side of Tombigbee river, Washington county, butted on said river, and bounded on the north by Carny's old improvement, on the west by vacant land, and on the south by the claims of Francis Stringer and Thomas Malone; beginning on a hackberry on the river bank, and runs south, forty-seven degrees west, at thirty-two chains, the back swamp at one hundred and thirty chains, crossing Stringer's mill branch; in all, one hundred and thirty chains, to a small pine corner; thence, south, forty-three degrees east, at thirty chains, crossing a small branch; in all, sixty-three chains twenty-four links, to a pine corner; thence, north, forty-seven degrees east, at seventeen chains, crossing the mill branch at eighty chains, crossing the back swamp; in all, one hundred and twenty-three chains, to an elm corner on the river bank; thence,

the meanders of the river, to the beginning; having such marks, natural and artificial, as are represented in the annexed plot, containing seven hundred and eighty-one acres, one rood, and eleven poles: is claimed by John Callier, legal representative of Adam Hollinger, under and by virtue of a Spanish grant bearing date the 9th day of February, 1788, and now exhibited unto the Register of the Land Office established east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to the copy of the plot herewith filed.

JOHN CALLIER.

[Plot omitted.]

Chain carriers, Noah Pelcher and Francis Stringer. Surveyed March 20, 1804, by Thomas Malone.

In support of this claim, a Spanish warrant of survey was exhibited, in the following words and figures, to wit:

MOBILE, January 21, 1788.

His Excellency Don ESTEVAN MIRO, colonel of the royal army. Governor civil and military of the city and province of Louisiana, &c.

Wilford Hoggatt, inhabitant in Mobile jurisdiction, with the greatest respect to your excellency, says, there are found on this river Tombigbee twenty acres of vacant land: said land until now never had any proprietor; in attention of this, begs your excellency's generosity in granting him the proprietary of said land, with the profounder, as customary, with papers of titles from the secretary of Government, which may correspond with the concession; for which favor he will be forever thankful.

WILFORD HOGGATT.

Don Vicent Folch, captain in the fixed Louisiana regiment, commandant civil and military of the abovementioned place and district, certifies that the land the petitioner solicits is found vacant, as by information taken to that effect of several inhabitants who are well acquainted with the same; for which I sign these presents, at the place abovementioned, the day and date above.

VICENT FOLCH.

NEW ORLEANS, February 9, 1788.

The Surveyor General of this province, Don Carlos Laveau Trudeau, shall establish that part of land of twenty acres front, with the profounder, as customary, of forty, at the same place mentioned in the above petition, as it is vacant, not causing prejudice to any neighbors, with the precise conditions of making the road, and clearing regularly, in the peremptory space of one year: and if, at the precise space of three years, the land is not settled, after which period it cannot be established, this grant to remain null; under which supposition, the business of settling the limits will be carried on in the tract, and remitted me to provide the interested party with titles in form.

ESTEVAN MIRO.

This is a copy of the original existing in the archives under my charge.

MOBILE, March 16, 1804.

The above is a copy of the Spanish grant.

JOAQ. OSORNO.

THOMAS PRICE.

I, Thomas Price, of the post of Mobile, English interpreter for His Majesty the King of Spain, do solemnly swear by the Almighty God and by the Holy Cross, that this is a true and faithful translation of the Spanish grant or writing hereto annexed.

THOMAS PRICE.

Subscribed and sworn before the Board, March 21, 1804.—Attest: DAVID PARMELEE 2d, Clerk.

Entered in record of claims, volume 1, page 289, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

The claimant exhibited a bill of sale from the said Adam Hollinger, bearing date the 20th day of February, 1800, duly executed, assigning and conveying to the said John Callier all his, the said Hollinger's, right, title, and claim to the said tract of land, and the improvements and buildings made thereon.

The Board ordered that the case be postponed for consideration.

JAMES DENLEY'S case, No. 57 on the docket of the Board, and No. 88 on the books of the Register.

Claim—Of four hundred acres, by virtue of a Spanish warrant of survey, under the first section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the following words and figures, to wit:

To the Commissioners appointed in pursuance to the act of Congress passed the 3d of March, 1803, for recording and adjusting claims to lands south of the Tennessee, and east of Pearl river.

MARCH 16, 1804.

Please to take notice, that the following tract of land, situated on the west side of Tombigbee river, in the county of Washington, beginning at Perkins's line, and extending thirty-one chains and sixty-two links for a front; thence, north, twenty degrees, east to the river, and then return back to the beginning, and reverse the course ninety-eight chains fifty links to a sweet gum, in high water, where it was impassable; and hath such forms and marks, both natural and artificial, as are fully represented in the plot annexed, containing four hundred acres: is claimed by James Denley in and by virtue of a Spanish warrant of survey, and is now exhibited to the Register of the Land Office east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to a copy of the plot herewith filed.

JAMES DENLEY.

[Plot omitted.]

Surveyed by Robert Ligon. Chain carriers, James Denley and George Dickey.

The claimant produced a Spanish warrant of survey in the following words and figures, to wit:

MOBILE, October 9, 1787.

His Excellency the GOVERNOR GENERAL:

James Denley, inhabitant of Mobile jurisdiction, with the greatest respect to your excellency, says, there is found on Tombigbee river ten acres of land, formerly the property of Mr. Magillivrey, by the name of Sunflower, situate on the east side by land of Daniel Johnson, and on the west side by vacant land; the above land was abandoned in the year '80, and until this present has not been claimed by the proprietor nor any other person empowered for him; in attention of which, begs your excellency's generosity, in granting him as proprietor of said land with the profounder, as customary, with the papers of titles necessary from the Secretary of Government, which may correspond with the concession; for which favor he will be forever thankful.

JAMES DENLEY.

Don Vicent Folch, captain in the fixed Louisiana regiment, commandant civil and military of Mobile and its jurisdiction, certifies, the land the petitioner solicits is existing vacant, by information from the inhabitants who are well knowing the said land.

VICENT FOLCH.

MOBILE, October 9, 1787.

NEW ORLEANS, October 22, 1787.

The surveyor of this province, Don Carlos Laveau Trudeau, shall establish this individual on that part of ten acres front of land, with the profounder, as customary, of forty, at the same place the above petitioner solicits, as it is vacant, and not causing prejudice to any neighbor, with the precise conditions of making the road and clearing regularly in peremptory space of one year; and if at the precise space of three years the land is not settled, after which period it cannot be established, this grant to remain null; under which supposition, the business of settling the limits will be carried on in the tract, and remitted me, to provide the interested party with titles in form.

ESTEVAN MIRO.
This is a copy compared with the original existing in the archives of this place under my charge.

MOBILE, February 24, 1804.

JOAQUIN DE OSORNO. [L. s.]

The above is a copy of the Spanish grant.

THOMAS PRICE.

I, Thomas Price, of the post of Mobile, English interpreter for His Majesty the King of Spain, do solemnly swear by the Almighty God, and by the Holy Cross, that this is a true and faithful translation of the Spanish grant or writing hereto annexed.

THOMAS PRICE.

Subscribed and sworn before the Board, March 21, 1804.—Attest: DAVID PARMELEE 2d, Clerk.

The Board ordered that the case be postponed for consideration.

JAMES DENLEY's case, No. 58 on the docket of the Board, and No. 105 on the books of the Register.

Claim—Of two hundred and eighty acres, as assignee and legal representative of Solomon Johnson, by virtue of a Spanish warrant of survey, under the first section of the act.

The claimant exhibited his claim, together with a surveyor's plot of the land claimed, in the following words and figures, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting claims to lands south of Tennessee, and east of Pearl river.

MARCH 21, 1804.

Please to take notice, that the following tract of land, situated in the county of Washington, butting and bounding on the east side by the Sunflower creek and lands surveyed for Hiram Mounger, and on the south side by Hargrave's claim, and on the west by Murgan's claim, and hath such forms and marks, both natural and artificial, as are fully represented in the plot annexed, containing two hundred and eighty acres: is claimed by James Denley, legal representative of Solomon Johnson, in and by virtue of a Spanish warrant of survey, bearing date the 10th day of June, 1795; is now exhibited to the Register of the Land Office established east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to a copy of the plot herewith filed.

JAMES DENLEY.

[Plot omitted.]

Surveyed the 24th of February, 1804, by Robert Ligon.

In support of this claim a Spanish warrant was produced, in the following words and figures, viz:

His Excellency the GOVERNOR GENERAL:

ST. STEPHEN'S, May 11, 1795.

Solomon Johnson, inhabitant of the of district St. Stephen's, with the greatest respect to your excellency, represents and says, that he has been established these four years on a tract of land, in distance about six leagues below fort St. Stephen's on Mobile side, containing seven acres front, with the profounder, as customary, limited on one side by James Donnelly and on the north side by John Brewer; and, as it has no proprietor, prays your excellency to grant him the said land, with papers of titles from the Secretary of the Government, which may correspond with the concession in form; for which favor he will be for ever thankful.

SOLOMON JOHNSON.

His Excellency the GOVERNOR GENERAL:

By information from the inhabitants of this post, the land the petitioner solicits is vacant, and King's commons; and not causing prejudice to any neighbors, your excellency may dispose of it as may seem best.

ANTONIO PALAO.

NEW ORLEANS, June 10, 1795.

The Surveyor General of this province, or any individual named by him, shall establish this individual on that part of seven acres of land front, with the profounder back as customary, of forty, at the same place the above petitioner solicits, as it is vacant, not causing prejudice to any neighbor, with the precise conditions of making the road and clearing regularly in peremptory space of one year; and if at the precise space of three years the land is not settled, after which period it cannot be established, this grant to remain null; under which supposition, the business of settling the limits will be carried on in the tract, and remitted me to provide the interested party with titles in form.

THE BARON OF CARONDELET.

Certifies the above to be a copy of the original existing in the archives under my charge.

ST. STEPHEN'S, September 21, 1795.

FERNANDO LESORE.

The above is a copy of the Spanish grant.

THOMAS PRICE.

The above was compared exact with the original in this office under my charge, by me,

JOAQUIN DE OSORNO. [L. s.]

I, Thomas Price, of the post of Mobile, English interpreter for His Majesty the King of Spain, do solemnly swear by the Almighty God, and by the Holy Cross, that this is a true and faithful translation of the Spanish grant hereto annexed.

THOMAS PRICE.

Subscribed and sworn before the Board, March 21, 1804.—Attest: DAVID PARMELEE 2d, Clerk.

On the back of the said Spanish warrant of survey is an endorsement in the following words and figures, to wit:

FORT STODDERT, March 20, 1804.

I hereby assign all my right, title, and interest, of the within Spanish warrant of survey to James Denley, for value received.

Test: EDWARD LLOYD WAILES.

JOHN BREWER.

Entered in record of claims, vol. 1, page 327, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

The Board ordered that the case be postponed for consideration.

NICHOLAS PERKINS's case, No. 59 on the docket of the Board, and No. 92 on the books of the Register.

Claim—Of three hundred and six acres, as assignee and legal representative of Thomas Wheat, by virtue of a Spanish warrant of survey, under the first section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the following words and figures, to wit:

To the Commissioners appointed in pursuance to the act of Congress passed the 3d day of March, 1803, for receiving and adjusting claims to land south of Tennessee and east of Pearl river.

Please to take notice, that the following tract of land, situated on the west side of Tombigbee river, in the county of Washington, beginning at a sassafras, being Ward's corner, running south, twenty degrees west, one hundred and fifteen chains, to a sweet gum corner; thence south, twenty degrees east, twenty-six chains, to a stake corner; thence north, twenty degrees east, one hundred and twenty-two chains, to a stake on the river; thence, with the river, to the beginning; and hath such forms and marks, both natural and artificial, as are fully represented in the plot annexed, containing three hundred and six acres: is claimed by Nicholas Perkins, legal representative of Thomas Wheat, in and by virtue of a Spanish warrant of survey, and is now exhibited to the Register of the Land Office established east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to a copy of the plot herewith filed.

MARCH 21, 1804.

[Plot omitted.]

NICHOLAS PERKINS,
Representative of Thomas Wheat.

The claimant produced a Spanish warrant of survey in the words and figures following, to wit:

His Excellency Don ESTEVAN MIRO, Colonel of the royal army, Governor civil and military of the city and province of the Louisiana, &c.

Thomas Wheat, inhabitant of Mobile jurisdiction, with the greatest respect to your excellency, says, there are found on Tombigbee river eight acres of land, formerly the property of Mr. Magillevrey, in the year eighty, situated on the east of land of Mr. Daniel Wards, and on the west of John Johnson; since which, said land has not been claimed by the owner, nor any other person empowered by him; he begs your excellency to grant him the above petition, with the profounder, as customary, with papers of titles necessary from the Secretary of Government, which may correspond with the concession; for which favor he will be forever thankful.

MOBILE, October 9, 1787.

THOMAS WHEAT.

Don Vicent Folch, Captain in the Louisiana fixed regiment, commandant civil and military of Mobile and its district, certifies, the land the above petitioner solicits is vacant, by the best information from the different inhabitants of this place, for which I sign these presents at said place, day and date above mentioned.

VICENT FOLCH.

NEW ORLEANS, October 22, 1787.

The surveyor of this province, Don Carlos Laveau Trudeau, shall establish that part of land of eight acres front, with its profounder of forty acres, as customary, at the same place mentioned in the above petition, as it is vacant, not causing any prejudice to any person, with the precise conditions of making the road, and clearing regularly in the preperatory space of one year; and if at the precise space of three years the land is not settled, during which period it cannot be alienated, this grant to remain null; under which supposition, the business of settling the limits will be carried on in the tract, and remitted me to provide the interested party with titles in form.

ESTEVAN MIRO.

Certify the above copy was compared with the original in the office of this place. Mobile, December 16, 1787.

SANTIAGO DE LA SAUSSAYE.

The above is a copy of the Spanish grant.

THOMAS PRICE.

The above was compared exact with the original in this office under my charge, by me,

JOAQN. DE OSORNO. [L. s.]

I, Thomas Price, of the post of Mobile, English interpreter for His Majesty the King of Spain, do solemnly swear by the Almighty God, and by the Holy Cross, that this is a true and faithful translation of the Spanish grant or writing hereto annexed.

THOMAS PRICE.

Subscribed and sworn before the Board, March 21, 1804.—Attest: DAVID PARMELEE 2d, Clerk.

Entered in record of claims, vol. 1, page 266, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

The claimant produced a deed of conveyance from Thomas Wheat, bearing date the 19th day of August, 1803, duly executed, assigning and conveying to the said Nicholas Perkins, his heirs, &c., all the said Wheat's right, title, and interest to the said tract of land, and the improvements made thereon; also, a letter of attorney, of the same date, from said Wheat, authorizing the said Perkins to prosecute said claim before the Board of Commissioners, for his own use and benefit.

The Board ordered that the case be postponed for consideration.

NICHOLAS PERKINS's case, No. 60 on the docket of the Board, and No. 93 on the books of the Register.

Claim—Of two hundred acres, as assignee and legal representative of Daniel Johnson, by virtue of a Spanish warrant of survey, under the first section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the following words and figures, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting the claims to lands south of Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situated on the west side of Tombigbee, in the county of Washington, beginning at a stake on the river, and runs south, twenty degrees west, one hundred and twenty-two chains, on Wheat's line, to his stake corner; thence, south, seventy degrees east, fifteen chains and seventy-five links, to a sweet gum corner; thence, north, twenty degrees east, one hundred and forty-one chains, to Tombigbee; thence, with the river to the beginning; containing two hundred acres, having such shape, forms, and marks, natural and artificial, as are represented in the plot annexed: is claimed by Nicholas Perkins, legal representative of Daniel Johnson, in and by virtue of a Spanish warrant of survey, and is now exhibited to the Register of the Land Office east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to a copy of the plot herewith filed.

NICHOLAS PERKINS,
Legal representative of Daniel Johnson.

MARCH 21, 1804.

[Plot omitted.]

Surveyed by William Gilliam.

A Spanish warrant of survey was exhibited in the following words and figures, to wit:

To His Excellency ESTEVAN MIRO, Colonel of the royal armies, civil and military, Governor of the city and province of Louisiana, &c.

Daniel Johnson, inhabitant in the jurisdiction of Mobile, with the most profound respect, says to your excellency, that there is five acres of land on the river of Tombigbee, formerly belonging to Mr. McGillivray, named Suuflower,

situated on the east side of a tract of land belonging to Thomas Wheat, and on the west side of James Denley's tract of land: the which land was abandoned in the year eighty, and since has not been reclaimed by the proprietor, nor by his agent: in consideration whereof, your excellency will be pleased to grant him said acres, running back as usual, ordering that the necessary titles may be delivered through the Government's Secretary's Office. He humbly petitions you may grant his request, in which he will receive a favor.

DANIEL JOHNSON.

MOBILE, October 9, 1787.

Don Vicent Folch, captain of the fixed regiment of Louisiana, civil and military commandant of the place of Mobile and its district, certifies that the land petitioned for as above, is found vacant, according to information taken from inhabitants who could have knowledge of this circumstance.

VICENT FOLCH.

MOBILE, October 9, 1787.

NEW ORLEANS, October 22, 1787.

The surveyor of this province, Don Carlos Laveau Trudeau, will settle the petitioner on the five acres of land for which he petitioned, running back as usual forty acres, in the place mentioned in the preceding memorial, it being vacant, and not causing any injury, with the precise conditions of making the road and proper clearing, in the precise space of one year; this concession to be null, if, at the precise expiration of three, the land may not be found settled; under which position the survey shall be made, remitting it to me, to provide to the interested titles in form.

ESTEVAN MIRO.

MOBILE, March 17, 1804.

I do hereby certify that the above is a faithful and true translation rendered from the original copy in the Spanish language that remains in these archives.

JOAQUIN DE OSORNO. [L. S.]
THOMAS PRICE.

I, Thomas Price, of the post of Mobile, English interpreter for His Majesty the King of Spain, do solemnly swear by the Almighty God, and by the Holy Cross, that this is a true and faithful translation of the Spanish grant or writing hereto annexed.

THOMAS PRICE.

Subscribed and sworn to before the Board, March 21st, 1804.—Attest: DAVID PARMELEE 2d, Clerk.
Entered in record of claims, vol. 1, page 272, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

The claimant exhibited a deed of conveyance from Daniel Johnson, bearing date 17th August, 1801, duly executed, assigning and conveying to Solomon Johnson, his heirs, &c. all the said Daniel's right and title to said tract of land, and the improvements made thereon; also, a deed of conveyance from the said Solomon, bearing date 21st May, 1803, duly executed, releasing and conveying to William H. Hargrave all the said Solomon's right and title to said premises; also, a deed of conveyance from the said Hargrave, dated the 1st day of September, 1803, duly executed, releasing and conveying to the said Perkins all the said Hargrave's right and title to the said tract of land and the improvements thereon made.

The Board ordered that the case be postponed for consideration.

CORNELIUS RAIN's case, No. 61 on the docket of the Board, and No. 100 on the books of the Register.

Claim—Of four hundred acres, by virtue of Spanish warrant of survey, under the first section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the following words and figures, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting claims to lands south of Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situated on the west side of Tombigbee river, in the county of Washington, beginning at a gum on said river, and running north, eighty-five degrees west, one hundred and ten chains, to a water oak; thence north, five degrees east, to cotton wood, forty-six chains sixty-two and a half links, to said river; thence, down the meanders of the river, to the beginning; containing four hundred acres, and hath such forms and marks, both natural and artificial, as are fully represented in the plot annexed; is claimed by Cornelius Rain, in and by virtue of a Spanish grant, and is now exhibited to the Register of the Land Office established east of Pearl river, to be recorded as directed by the said act. To all which he begs leave to refer, as also to a copy of the plot herewith filed.

CORNELIUS RAIN.

MARCH 19, 1804.

[Plot omitted.]

Surveyed, March 20, 1804, by John Dease. Chain carriers, James Powel and James Dean.

The claimant produced a Spanish warrant of survey, in the words and figures following, to wit:

HIS EXCELLENCY THE GOVERNOR GENERAL:

FORT ST. STEPHEN'S, May 11, 1795.

Cornelius Rain, inhabitant of Tombigbee river, with the greatest respect, represents and lays before your excellency, that there is a tract of land, distance about eighteen leagues and two miles below Fort St. Stephen's, and about half a league from where he is now a residenter, containing ten acres front with its corresponding profundor, bounded on the north by land the property of Moses Moore, and on the south by a creek called Lawrence's creek: he begs your excellency to grant him the above petition, with papers necessary from Secretary of the Government, which may correspond with the cession: for which favor from your excellency he will be forever thankful.

CORNELIUS RAIN.

HIS EXCELLENCY THE GOVERNOR GENERAL:

FORT ST. STEPHEN'S, May 11, 1795.

By the best information from the different inhabitants of this post, the land the above petitioner solicits is vacant and within the King's dominion, King's commons.

ANTONIO PALAO.

NEW ORLEANS, June 10, 1795.

The Surveyor General of this province shall establish that part of ten acres of land front on the river, the same that the above petitioner solicits in the above petition, with forty acres back, as customary, without causing prejudice to any neighbors, with the precise conditions of making the road and clearing regularly in the peremptory space of one year; and if, at the precise space of three years, the land is not settled, during which period it cannot be alienated, this grant to remain null; under which supposition, the business of settling the limits will be carried on in the tract, and remitted me to provide the interested party with titles in form.

THE BARON OF CARONDELET.

The above is a copy of the Spanish grant, copied.

The above compared exact with the original in this office, by me,

THOMAS PRICE.

JOAQUIN DE OSORNO.

I, Thomas Price, of the post of Mobile, English interpreter for His Majesty the King of Spain, do solemnly swear by the Almighty God, and by the Holy Cross, that this is a true and faithful translation of the Spanish grant or writing hereto annexed.

THOMAS PRICE.

Subscribed and sworn before the Board, March 21, 1804.—Attest: DAVID PARMELEE 3d, Clerk.

Entered in record of claims, vol. 1, page 305, by EDWARD LLOYD WAILLES, for

JOSEPH CHAMBERS, Register.

The Board ordered that the case be postponed for consideration.

JOHN F. M'GREW AND CLARK M'GREW's case, No. 62 on the docket of the Board, and No. 59 on the books of the Register.

Claim—Of three hundred and thirty-five acres and thirty-one poles, as assignees and legal representatives of Julian de Castro, by virtue of a Spanish warrant of survey, under the first section of the act.

The claimants presented their claim, together with a surveyor's plot of the land claimed, in the following words and figures, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting the claims to lands south of the Tennessee and east of Pearl river.

Please to take notice, that the following tract of land, situated on the west side of Tombigbee river, Washington county, butted on said river, and bounded on the south by the claim of Thomas Malone, on the west by vacant land, and the north by the claim of Mrs. Conner M'Grew, or the heirs of James M'Grew; beginning on a small sweet gum on the river bank, and runs a conditional line between the claimants and Thomas Malone, south, twenty-four degrees west, one hundred and twenty-six chains and forty-nine links, to a corner stake, with a post oak, red oak, and two pines, pointers, (having crossed two branches, one at thirty chains fifty links, the other at thirty-two chains eighty links;) thence, north, sixty-six degrees west, twenty-six chains fifty links, to a red oak corner; thence, north, twenty-four degrees east, one hundred and twenty-six chains forty-nine links, to a cherry corner on the river bank; thence, the meanders of the river, to the beginning; having such marks, natural and artificial, as are represented in the plot annexed, containing three hundred and thirty-five acres and thirty-one poles: is claimed by John F. M'Grew, legal representative of Julian de Castro, under and by virtue of a Spanish grant, bearing date the 10th day of June, 1795, and now exhibited unto the Register of the Land Office established east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to the copy of the plot herewith filed.

J. F. M'GREW AND CLARK M'GREW,
Legal representatives of Julian de Castro.

[Plot omitted.]

Surveyed 21st March, 1804, by J. Malone. Chain carriers, Richard Burney and George Brewer.

The claimants exhibited a Spanish warrant of survey, in the words and figures following, to wit:

His Excellency the GOVERNOR GENERAL:

St. STEPHEN's, May 1, 1795.

Julian de Castro, with the profoundest respect, represents to your excellency, and says, that he has been a residenter for these eight years on Tombigbee river, without obtaining any concession for land; and, being desirous of remaining a residenter, and there being a tract of land of ten acres on the upland, the same that runs down to Mobile, bounded on the north side by James M'Grew, and on the south side by Tobias Reams, and not causing prejudice to any person, begs your excellency to grant him the above petition, with the corresponding titles, in form; for which favor he will be forever thankful.

JULIAN DE CASTRO.

His Excellency the GOVERNOR GENERAL:

St. STEPHEN's, May 5, 1795.

By the best information from the inhabitants of this post, that the land the above petitioner solicits is King's commons, and cannot cause any prejudice to any neighbors, your excellency may dispose as it may seem best.

ANTONIO PALAO.

NEW ORLEANS, June 10, 1795.

The Surveyor General of this province, or a person appointed by him for that business, shall establish that part of land of ten acres front, with the profounder, as customary, of forty back, at the same place as is mentioned in the above petition, with the precise conditions of making the road, and clearing regularly, in the peremptory space of one year; and if at the precise space of three years the land is not settled, during which period it cannot be alienated, this grant to remain null; under which supposition, the business of settling the limits will be carried on the tract, and remitted me, to provide the interested party with titles in form.

THE BARON OF CARONDELET.

Registered. The above is a true copy of the Spanish original.

THOMAS PRICE.

The above was compared exact with the original in this office, by me,

JOAQU. DE OSORNO.

I, Thomas Price, of the post of Mobile, English interpreter for His Majesty the King of Spain, do solemnly swear by the Almighty God, and by the Holy Cross, that this is a true and faithful translation of the Spanish grant or writing hereto annexed.

THOMAS PRICE.

Subscribed and sworn before the Board, March 21, 1804.—Attest: DAVID PARMELEE 2d, Clerk.

The claimants also exhibited a writing, which is attached to said Spanish warrant of survey, in the following words and figures, to wit:

I transfer the within grants of land to J. F. McGrew and Clark McGrew, it being for value received. Witness my hand and seal, this 23d of July, 1802.

JULIAN DE CASTRO.

Entered in record of claims, vol. 1, page 173, by EDWARD LLOYD WAILLES, for

JOSEPH CHAMBERS, Register.

The Board ordered that the case be postponed for consideration.

JAMES DENLEY's case, No. 63 on the docket of the Board, and No. 99 on the books of the Register.

Claim—Of one thousand acres, as assignee and legal representative of Daniel Ward, by virtue of a Spanish warrant of survey, under the first section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the following words and figures, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting the claims to lands south of the Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situated on the river Tombigbee, butting and bounding as follows: beginning at a red bud, running west, one hundred and twenty-six chains and forty-nine links, to an oak corner; north, seventy-nine chains and fifty-five links, from an oak corner to a magnolia; east, one hundred and thirty chains and forty-nine links, from a magnolia to a cotton wood; and from thence, to the beginning; having such marks, natural and artificial, as are represented in the plot annexed, containing one thousand acres: is claimed by James Denley, under and by virtue of a Spanish grant, bearing date the 23d day of October, 1787, and now exhibited unto the Register of the Land Office established east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to the copy of the plot herewith filed.

JAMES DENLEY.

[Plot omitted.]

Chain bearers, Hiram Moulger, George Dickey. Surveyed by Thomas Bilbo, for James Denley, 15th October, 1801.

In this case, a Spanish warrant of survey was produced in support of this claim, in the words and figures following, viz:

His Excellency the GOVERNOR GENERAL:

MOBILE, October 12, 1787.

Daniel Ward, inhabitant of Mobile jurisdiction, with the greatest respects to your excellency, petitions and says, there are found on Tombigbee river fifty acres of land, formerly of James Mackintosh, deceased, which was abandoned in the year 1781, and until this present has not been claimed by the proprietor, nor any other person empowered for him; situate on the north side by land called the Sunflower; in attention of which, he expects from the generosity of your excellency, in granting him the proprietary of said land, with the profounder, as customary, with papers of titles from the Secretary of Government, which may correspond with the concession; for which favor he will be forever thankful.

DANIEL WARD.

Don Vicent Folch, captain in the fixed Louisiana regiment, commandant civil and military of Mobile and its jurisdiction, certifies that the land the above petitioner solicits is found vacant by information, taken to the above purpose, from several inhabitants, who are knowing to the same.

VICENT FOLCH.

NEW ORLEANS, October 22, 1787.

The Surveyor General of this province shall establish this individual on that part of land of twenty-five acres front, in the place of fifty he solicits in the above petition, with its profounder, as customary, of forty, at the same place mentioned in the above petition, as it is vacant, not causing any prejudice to any neighbors, with the precise conditions of making the road and clearing regularly in the peremptory space of one year; and, if at the precise space of three years, the land is not settled, after which period it cannot be established, this grant to remain null; under which supposition, the business of settling the limits will be carried on in the tract, and remitted me to provide the interested party with titles in form.

ESTEVEAN MIRO.

MOBILE, February 24, 1804.

This is compared with the original existing in the archives under my charge, by me.

JOAQUIN DE OSORNO.

The above is a copy of the Spanish grant.

THOMAS PRICE.

I, Thomas Price, of the post of Mobile, English interpreter for His Majesty the King of Spain, do solemnly swear by the Almighty God, and by the Holy Cross, that this is a true and faithful translation of the Spanish grant or writing hereto annexed.

THOMAS PRICE.

Subscribed and sworn before the Board, March 21, 1804.—Attest: DAVID PARMELEE 2d, Clerk.

Entered in record of claims, vol. 1, page 300, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

The claimant exhibited a bill of sale from John Joyce, as executor of Daniel Ward, deceased, bearing date the 12th of August, 1795, duly executed, relinquishing and conveying to the said James Denley all his, the said Joyce's, right, title, and claim, as executor aforesaid, to the said tract of land now claimed.

The Board ordered that the case be postponed for consideration.

LEMUEL HENRY, attorney for Antonio Espaho, case No. 64 on the docket of the Board, and No. 94 on the books of the Register.

Claim.—Of five hundred acres, as assignee and legal representative of John Turnbull, by virtue of a Spanish warrant of survey, under the first section of the act.

The claimant presented his claim, together with a surveyor's plot of land claimed, in the following words and figures, viz:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting claims to lands south of Tennessee, and east of Pearl river.

MARCH 20, 1804.

Please to take notice, that the following tract of land, situate on the west side of the Tombigbee river, on the lower end of Nanna Hubba, (a bluff so called,) in the county of Washington; beginning at a stake on said bluff, near Creighton's old houses; thence, south, fifty-nine degrees west, seventy-four chains, to a large chestnut corner; thence, south, sixty-two degrees east, fifty-one chains fifty links, to Howel Dupree's line; thence, north, forty degrees east, twenty-one chains, to Dupree's corner pine; thence, south, sixty-two degrees east, fifty-nine chains, to a stake; thence, north, thirty-nine degrees east, fifty-seven chains fifty links, to the river; thence, up the river, as plotted, to the beginning; and has such form and marks, both natural and artificial, as are fully represented in the plot annexed, containing five hundred acres, is claimed by Lemuel Henry, attorney in fact: for Antonio Espaho, legal representative of John Turnbull, in and by virtue of a Spanish warrant or order of survey, and is now exhibited to Register of the Land Office established east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to a copy of the plot herewith filed, this 20th of March, 1804.

LEMUEL HENRY,
Attorney in fact for Antonio Espaho.

Surveyed 21st March, 1804, by John Milliken.

[Plot omitted.]

The claimant exhibited a Spanish warrant of survey, in the words and figures following, viz:

His Excellency **ESTEVAN MIRO**, Governor General of this province, &c. &c.

MOBILE, June 6, 1787.

John Turnbull, inhabitant in the district of Mobile, declares to your excellency, that there are situated on the Tombigbee river five hundred acres of land, at the distance of sixteen leagues from Mobile, in the place called La Naniaba, on the side of the firm land; and, for the greater security of the petitioner, he prays your excellency to grant him the proprietary, and that you may give to the Secretary of Government orders to render him the necessary titles and rights, to the end that he may be put in actual possession; and which favor he will ever bear in mind.

JOHN TURNBULL.

Don Pedro Favrot, captain of the Louisiana regiment, civil and military commandant of Mobile and its jurisdiction, certifies that, according to information taken from four of the most respectable inhabitants, this land, that the above named demands, belongs to him, per verbal testimony; and that he may make appear, whenever it is requisite, I here deliver him these presents, in Mobile, the 7th day of June, 1787.

NEW ORLEANS, July 31, 1787.

The Surveyor General of this province, Don Carlos Trudeau, will establish this petitioner on the five hundred acres in the place above mentioned in the foregoing memorial, not being prejudicial; on which supposition, the measurement will be extended in continuation, and remitted to me, that the requisite titles may be forwarded in form.

ESTEVAN MIRO.

MOBILE, March 6, 1804.

Don Joaquin de Osorno, captain of regiment of infantry of Louisiana, civil and military commandant of Mobile and its jurisdiction, &c., certifies that the above writing is copy of the original that exists in the archives at his charge.

JOAQUIN DE OSORNO.

The above is a copy of the Spanish grant.

THOMAS PRICE.

This was compared exact with the original in this office under my charge, by me,

JOAQUIN DE OSORNO. [L. s.]

I, Thomas Price, of the post of Mobile, English interpreter for His Majesty the King of Spain, do solemnly swear, by the Almighty God, and by the Holy Cross, that this is a true and faithful translation of the Spanish grant or writing hereto annexed.

THOMAS PRICE.

Subscribed and sworn before the Board, March 21st, 1804.—Attest: DAVID PARMELEE 2d, Clerk.

Entered in record of claims, volume 1, page 281, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

The said Henry produced a deed of conveyance from Manuel Cheney, bearing date 20th of January, 1801, duly executed, relinquishing and conveying to Don Benjamin Dubroca all the said Cheney's right, title, and claim to said tract of land; also, produced a bill of sale from the said Dubroca, dated the 20th of February, 1801, duly executed, conveying to the said Antonio Espaho, all his, the said Dubroca's, right and title to said land; also, produced a certificate, in the words and figures following, to wit:

Don Joaquin de Osorno, captain of the royal troops, and commandant civil and military of Mobile and its jurisdiction, and sub-delegate to the royal intendency, &c. This certifieth that, in the Office of Records, under my charge, is a grant of a tract of land of John Turnbull, lying and situate on Nanna Hubba's bluff, Tombigbee river, containing five hundred acres; also, a tract of land lying and situate opposite Nanna Hubba's bluff aforesaid, containing twenty acres front on the river Tombigbee, and forty acres back, field or swamp land.

Given under my hand and seal, at Mobile, this fifth day of December, 1801.

JOAQUIN DE OSORNO. [L. s.]

There was also produced a power of attorney from said Espaho, bearing date 14th of May, 1803, duly executed, authorizing the said Lemuel Henry to transact all the said Espaho's business respecting the two tracts of land mentioned in the preceding certificate, and to bring suit or suits, if necessary, to recover said land, &c.

FRANCISCO FONTANILLA's case, No. 65 on the docket of the Board, and No. 102 on the books of the Register.

Claim.—Of eight hundred acres, by virtue of a Spanish warrant of survey, under the first section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the following words and figures, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d of March, 1803, for receiving and adjusting claims to lands south of Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situated on the west side of Tombigbee river, near Fort St. Stephen's, beginning on a sycamore, running south, thirty-two degrees west, one hundred and twenty-six chains forty-nine links, to a black-jack; thence, north, fifty-eight degrees west, sixty-three chains twenty-four links, to a hickory; thence, north, thirty-two degrees east, one hundred and twenty-six chains forty-nine links, to an oak on the river; thence, with the meanders of the river, to the beginning; containing eight hundred acres, having such shape, form, and marks, as are represented in the plot annexed; is claimed by Francisco Fontanilla, and now exhibited to the Register of the Land Office east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer.

[Plot omitted.]

Chain carriers, Young Gains and David Gains. Surveyed, 17th March, 1804, by Thomas Bilbo.

The claimant exhibited a Spanish warrant of survey, in the following words and figures, to wit:

His Excellency the GOVERNOR GENERAL:

ST. STEPHEN'S, May 4, 1795.

Francisco Fontanilla, with the greatest respect to your excellency, represents and says, that, having purchased from Julian de Castro the possessions he had on a tract of vacant land, near Fort St. Stephen's, formerly the property of an inhabitant by the name of Smith, the same is deceased, and left no heir; which land contains twenty acres front, with its corresponding proflunder of forty acres, limited on the north by land the property of Stewart, and on the south by land the property of John Chastang, and causing no prejudice to any of the neighbors, begs your excellency to grant him the above petition, with papers of titles necessary from the Secretary of the Government, which may correspond with the concession; for which favor he will be forever thankful.

FRANCISCO FONTANILLA.

His Excellency the GOVERNOR GENERAL:

ST. STEPHEN'S, May 5, 1795.

By information from the inhabitants of this post, that the land above mentioned is King's commons, and not causing any prejudice to any neighbors, your excellency may dispose as it may seem best.

NEW ORLEANS, June 10, 1795.

The Surveyor General of this province, or some individual named by him for that business, shall establish that part of land of twenty acres front, with its profounder of forty acres, as customary, as it is vacant, not causing prejudice to any neighbors, at the same place mentioned in the above petition, with the precise conditions of making the road and clearing regularly, in the preceptory space of one year; and if, at the precise space of three years, the land is not settled, during which period it cannot be alienated, this grant to remain null; under which supposition, the business of settling the limits will be carried on in the tract, and remitted me, to provide the interested party with titles in form.

THE BARON OF CARONDELET.

The above is a copy of the Spanish grant.

THOMAS PRICE.

The above was compared exact with the original in this office under my charge, by me,

JOAQUIN DE OSORNO. [L. S.]

I, Thomas Price, of the post of Mobile, English interpreter for His Majesty the King of Spain, do solemnly swear, by the Almighty God, and by the Holy Cross, that this is a true and faithful translation of the Spanish grant or writing hereto annexed.

THOMAS PRICE.

Subscribed and sworn before the Board, March 21, 1804.—Attest: DAVID PARMELEE 2d, Clerk.

Entered in record of claims, volume 1, page 314, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

The Board ordered the case to be postponed for consideration.

SAMUEL MIMS's case, No. 66 on the docket of the Board, and No. 74 on the books of the Register.

Claim—Of sixteen hundred acres, as assignee and legal representative of John Turnbull, by virtue of a Spanish warrant of survey, under the first section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the words and figures following, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting the claims to lands south of the Tennessee, and east of Pearl river.

MARCH 20, 1804.

Please to take notice, that the following tract of land, situated on the west side of Tombigbee, on Toller creek, in the county of Washington, beginning at a gum on the river, and runs south, fifty-six degrees west, one hundred and twenty-six chains fifty links, to a stake in a prairie; thence, north, thirty-four degrees west, one hundred and twenty-six chains fifty links to a post and red oak; thence, north, fifty-six degrees east, one hundred and twenty-six chains fifty links to two red oaks on the bank of said river; thence, down the meanders of the river, to the beginning; and hath such forms and marks, both natural and artificial, as are fully represented in the plot annexed, containing sixteen hundred acres: is claimed by Samuel Mims, legal representative of John Turnbull, in and by virtue of a Spanish warrant of survey, and is now exhibited to the Register of the Land Office established east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to a copy of the plot herewith filed.

SAMUEL MIMS.

[Plot omitted.]

Surveyed 29th October, 1801, by Natt. Christmas. Sworn chain carriers, John Baker, Evin Boles.

In this case, the claimant produced a Spanish warrant of survey, in the following words and figures, viz:

His Excellency Don ESTEVAN MIRO, Colonel of the royal army, Governor civil and military of the city and province of Louisiana, &c.

MOBILE, June 6, 1787.

John Turnbull, neighbor in Mobile jurisdiction, by the great respect due to your excellency, represents and says, that there is a certain tract of land on Tombigbee river of forty acres, formerly of Mr. Farmer's; said land was abandoned by the widow Farmer in the year eighty; said land never has been claimed by the owner, nor any other person: limited on the east side by a large creek, and on the west side by land abandoned by the widow Farmer; in consequence of which, as the petitioner is necessitated for a tract of land to employ his negroes in raising tobacco and Indian corn, he begs your generosity to grant him the proprietary of said land with the profounder as usual, and begs your excellency to give orders to the Secretary of State to deliver him the titles of concession.

JOHN TURNBULL.

Don Pedro Favrot, captain of the fixed Louisiana regiment, commandant civil and military of the place of Mobile, certified, by informations taken from four inhabitants of note, who are knowing the land above petitioned for, that it has been abandoned by said Farmer; in consequence of which, I give this information at the request of the petitioner.

PEDRO FAVROT.

MOBILE, June 7, 1787.

NEW ORLEANS, July 31, 1787.

The Surveyor General of this province, Don Carlos Laveau Trudeau, shall establish that part of land of forty acres front, which the above solicits, by its profounder of forty acres, as customary, as it is vacant, not causing prejudice to any neighbors, at the same place mentioned in the above petition, with the precise conditions of making the road and clearing regularly in the preceptory space of one year; and if, at the precise space of three years, the land is not settled, during which period it cannot be established, this grant to remain null; under which supposition, the business of settling the limits will be carried on in the tract, and remitted me, to provide the interested with titles in form.

ESTEVAN MIRO.

Certified that the above is a copy of the original in the office of this place.

SANTIAGO DE LA SAUSSAYE, P. Writer.

MOBILE, September 3, 1787.

The above is a copy of the Spanish grant.

THOMAS PRICE.

The above was compared exact with the original in this office under my charge, by me,

JOAQN. DE OSORNO. [L. S.]

I, Thomas Price, of the post of Mobile, English interpreter for His Majesty the King of Spain, do solemnly swear by the Almighty God, and by the Holy Cross, that this is a true and faithful translation of the Spanish grant or writing hereto annexed.

THOMAS PRICE.

Subscribed and sworn before the Board, March 21, 1804.—Attest: DAVID PARMELEE 2d, Clerk.

Entered in record of claims, vol. 1, page 210, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

The claimant produced a deed of conveyance from Anthony Espaho, bearing date the 10th day of March, 1801, duly executed, conveying to the said Samuel Mims all the said Espaho's right and title to the tract of land now claimed.

The Board ordered that the case be postponed for consideration.
Adjourned until Thursday, the 22d instant.

THURSDAY, March 22, 1804.

The Board met according to adjournment. Present: Ephraim Kirby, Robert C. Nicholas, Joseph Chambers.

JAMES CALLIER and JOSEPH CAMPBELL, executors of Maria Josephia Narbone, case No. 67 on the docket of the Board, and No. — on the books of the Register.

Claim—Of fifteen hundred and ninety-nine acres and three-tenths of an acre, by virtue of a sale at public auction, under authority of the French Government, in the year 1756, of lands previously owned and cultivated, and which have since continued to be inhabited and cultivated, by virtue of the title derived from said sale, under the respective Governments of England, Spain, and the United States, under the first section of the act.

The claimants presented their claim, together with a surveyor's plot of the land claimed, in the words and figures following, to wit:

To the Commissioners appointed in pursuance of an act of Congress passed the 3d day of March, 1803, for receiving and adjusting claims to land south of the Tennessee river and east of Pearl river.

Please to take notice, that the following tract of land, lying west of the Mobile river, bounded eastwardly by the said river, and on all other sides by vacant land, is claimed by the executors of the estate of Maria Josephia Narbone, wife of Anthony Narbone, deceased, for the use and benefit of the legatees of said estate, under and by virtue of the last will and testament of the late Maria Josephia Narbone, deceased, claimed under the first section of the above mentioned act of Congress; to all which the said executors beg leave to refer, as also to the copy of the plot now delivered, (to the Register of the Land Office, to be established east of Pearl river) which plot is herewith filed.

FORT STODDERT, March 22, 1804.

JAMES CALLIER,
JOSEPH CAMPBELL, } *Executors.*

[Plot omitted.]

Surveyed 12th March, 1804, by James Gordon. Chain bearers, Gabriel Tissrah, William Weathers.

In support of this claim, the following written documents were produced, viz:

[Contract of adjudication of the plantation in partnership of the late Montclair with Flandrin, No. 1.]

To Monsieur BOBE DESCLOUSEAUX, King's Counsellor, Commissary of the Marine, and Judge of the royal jurisdiction of Mobile.

Humbly prays Guillaume Marcellin, substitute procurator for the vacant estates of this town, acting for and in the name of the succession of late Barthelemy Montclair whilst living, merchant of this town, setting forth his desire to arrive before you at the sale of the estate, moveables, and immoveables of the said succession contained in the inventory taken after his decease, as well as the plantation of the said succession, in partnership with the named Louis Flandrin, inhabitant of this town, that the whole should be judicially sold to the highest and last bidder; the purchasers paying the costs of the said adjudication.

The petitioner further begs, as it is time to transmit to the hands of the procurator, for vacant estates at New Orleans, the amount of the said succession, that a dividend thereof may be made to the creditors of the same by the superior council, and that there may be in this town some that would be adjudicators at the sale, and who would purpose to retain for their debts the amount of the articles that might be adjudged to them, which cannot be done but for ready money:

May it please you to order that, notwithstanding there may be among the adjudicators at the said sale creditors of that succession; that, notwithstanding their debts, they may be obliged to pay into my hands, at the expiration of the term, you will please to limit the amount of their adjudication; and of which ordinance a mention shall be made in the publications and advertisements, that they may not plead ignorance thereof; and you will do justice.

MARCELLIN.

At MOBILE, July 22, 1756.

ADVERTISEMENT BY THE KING.

Judicial sale of Plantation.

It is made known to all it may concern: That, on the petition of the substitute procurator for vacant estates, in virtue of our ordinance at the foot of the said petition, that it shall be proceeded to the sale and adjudication of a plantation, situate on the river of Mobile, eleven leagues from Mobile, the half of which belongs to the succession of late Barthelemy Montclair, on account of his partnership with the named Louis Flandrin, in the said plantation, which consists as follows:

First, the place formerly called the plantation of Madame le Sueur, whereon is built a new house, thirty feet long, on twenty wide posts in the ground, covered with bark, clayed between said posts, with six windows and two doors, with a clayed chimney in the said house, and a piazza on one side, to the gable end whereof is an appentis, with a chimney, serving as a kitchen; beside said house is another small building, with posts in the ground, enclosed with stakes, serving as a fowl-house. To the right, in the entrance of the said plantation, is a great building sixty feet long, on thirteen wide, closed in with stakes, posts in the ground, and bark covered, serving for a negro house; to the left is a barn of twenty-five feet long, on eighteen wide posts in the ground, and enclosed with palisades, to the gable end whereof is an appentis, with a chimney; all which buildings are enclosed with stakes set upright, which form a yard of twenty-five toises square. Aside of said plantation, on the river, to the left going up, is a desert of fifteen arpents in front on the river, on two in depth; on the other side, to the right, is another desert of ten arpents, on two of depth. The whole sale of plantation, with its circumstances and dependencies above mentioned, shall be made by public sale, for three Sundays running, at the door of this parish church, at the going out of the mass, to be definitively adjudged at the said fifteenth day to the highest and last bidder, in paying the costs of his adjudication; the purchaser whereof may enter in possession. But, in the course of the month of January of the next year, on account of the crop and other effects of which it cannot be cleared before that time, the purchaser is likewise to observe that, in case he should be a creditor of the said succession, he will be obliged, notwithstanding his credit, to pay the price of the said plantation into the hands of the said substitute.

BOBE DESCLOUSEAUX.

MARCELLIN, Notary, or Register.

At MOBILE, July 23, 1756.

Adjudication of the plantation of the partnership of late Montclair with the named Flandrin.

In the year 1756, Sunday, the 24th of July of the said year, at the request of Mr. Guillaume Marcellin, substitute to the procurator for vacant estates in this town, acting for and in the name of the succession of the late Barthelemy Montclair, whilst living, merchant of this town, tending to his grant that sale should be made before us in a judicial manner, of the effects of the said deceased, and that proclamations should be made, and advertisements set up, to arrive at the sale of the immoveables thereof in the usual and accustomed house; in consequence whereof, and according to our ordinance, the plantation that the said deceased had on the river of Mobile, in partnership with the named Louis Flandrin, inhabitant of this place, the half of which is belonging to his succession, had been pub-

lished and advertised to be entirely sold, with its buildings and its deserts, such as they are specified by the publications and advertisements set up by the adjudication, to the highest and last bidder, subject to the charges, clauses, and conditions mentioned in the advertisements.

Whereon, we, Jean Baptiste Claude Bobé Descloseaux, King's Counsellor, Commissary of the Marine, and Judge of the royal jurisdiction of Mobile, accompanied with Mr. Francis Cesar Bernoudy, deputy King's Attorney General, and of our Register, at the door of this parish church, at the going out of the great mass, after having caused the said advertisement to be publicly read and proclaimed aloud by Cerinque, the crier, the judiciary sale of said plantation warranted against all trouble, debts, hypothecations, and other hindrances that might be thereon, advertising that he may not enter in possession but in the course of the month of January of the ensuing year 1757, on account of the crop and other effects of which the plantation cannot be cleared but at the time; and a sufficient number of people being assembled, and none opposing, we have proceeded, in presence of the said Flandrin, to the first adjudication as follows:

First, after many publications, the said plantation has been set up by Mr. Oliver to the sum of eight hundred livres; and, after many outcries on the said price of eight hundred livres, and that none bid higher, we have adjourned to Sunday next, the second adjudication, and have for that purpose ordered new proclamations and fixings as where it may be needful. Done the day, month, and year as above.

FLANDRIN.
BOBE DESCLOSEAUX,
MARCELLIN, *Notary or Register.*

MARCELLIN, *Notary or Register.*

And Sunday, the 1st of August, of the said year, after the proclamations and setting up of advertisements, we have order to the proceeding to the second adjudication of the sale of the said plantation; and after having caused *de nouveau* the reading of the said advertisement to be made aloud by the said crier, the judicial sale thereof at the door of this parish church, at the going out of the great mass, with a sufficient number of persons present, and the calling out of the price of eight hundred livres of the first and present adjudication; and Monsieur Aubert has appeared, who bid up to the sum of nine hundred livres; and after many callings out of the bidding of nine hundred livres by Mr. Aubert, and that none offered that bid higher, we have referred to next Sunday to proceed to the third and last adjudication of the said plantation, and have ordered for that purpose new publications and setting up of advertisements, where may be needful. Done the day, month, and year as above.

BOBE DESCLOSEAUX,
MARCELLIN, *Register.*

MARCELLIN, *Register.*

And Sunday, the 8th of August, of the said year 1756, after the proclamations and setting up of advertisements, ordered to proceed to the adjudication, simple and definitive, of the sale of said plantation, at the church door of this parish, at the going out of high mass, where we again ordered new proclamations by Cerinque, the crier; and, a sufficient number of people having assembled, we proceeded as follows, subject to the charges, clauses, and conditions mentioned in the advertisement; and after many publications of the price of nine hundred livres of Sunday last, appeared Mr. Bobé, who bid up to the sum of one thousand livres.

By Mr. Chastang, to that of twelve hundred livres;
By Mr. Bonnille, to that of twelve hundred and twenty livres;
By Flandrin, to that of fifteen hundred livres;
By Mr. Aubert, to that of seventeen hundred livres;
By Mr. Chastang, to that of eighteen hundred livres;
By Flandrin, to that of two thousand livres;
By Mr. Bobé, to that of two thousand two hundred livres;
By Mr. Bonnille, to that of two thousand four hundred livres;
By Flandrin, to that of two thousand four hundred and fifty livres;
By Monsieur Bonnille, to that of two thousand five hundred livres;
By Flandrin, to that of two thousand five hundred and twenty livres;

And as none offered to bid higher on the price of two thousand five hundred and twenty livres, after having got the said highest offer, and that the said Flandrin required of us to adjudge him the said plantation, purely and simply:

Whereon, we, King's Counsellor and Judge as above said, have, to Flandrin, as highest and last bidder, adjudged, and do adjudge, purely and simply, the said plantation above mentioned in the advertisement, with its circumstances and dependencies, to be enjoyed by him, his heirs, &c. in all property, in consideration of the sum of twelve hundred and sixty livres, which he shall pay to the succession of said deceased Barthelémy Montclair, for the half of the price of his bidding, on account of the partnership with him therein, at the end of the present year; for which purpose, the said Flandrin has affected and hypothecated all his goods, and has signed. Done the day, month, and year as above signed.

FLANDRIN.
BOBE DESCLOSEAUX.
MARCELLIN, *Register.*

MARCELLIN, *Register.*

For copy conformable to the original remaining in the registry of the jurisdiction of Mobile, compared by us, Notary and Register of the said jurisdiction, at Mobile, 28th December, 1756.

MARCELLIN, *Register.*

I, the subscribing Notary and Register of the jurisdiction of Mobile, and deputy procurator for vacant estates in said place, acknowledge to have received of Louis Flandrin, inhabitant, the sum of twelve hundred and sixty livres for the one half of the sale, by adjudication of the plantation of the partnership of the late Montclair with him, and of which, in my said capacity as procurator for vacant estates, I acquit and discharge him of the sum of twelve hundred and sixty livres, to be accounted for to the profit of the succession of the said deceased, in the account which I shall render of the said succession. Done at Mobile, 28th December, 1756.

MARCELLIN.

A just translation of the annexed No. 1.

E. LAGARDERE, *P. T. & J.*

[REGISTERED No. 2.]

We, Pierre Annibai Deville, Knight of the royal and military order of St. Louis, ancient King's Lieutenant of Mobile, do certify that Mr. Francois and Bernard Bernoudy, brothers, and Flandrin, hold and possess, since about seven years and a half, a plantation of twenty arpents in front on the usual depth, seated on the river of Mobile, eleven leagues above, and of the same side as the town, at the bluff formerly called the plantation of Mr. Lesueur, as well as a desert; also of twenty arpents front on the usual depths, where they make provisions for their negroes of the other side of the river facing the said plantation; the which plantations and deserts, partly proceeding from the succession of late Montclair, have been adjudged the 8th of August, 1756, to the said Flandrin, who has ceded the one half of both to the said Messrs. Francois and Bernard Bernoudy.

In testimony whereof, we have delivered to the said Messrs. Francois and Bernard Bernoudy, and Flandrin, the present certificate, to serve and avail to confirm their titles of property to the said plantations and deserts, as well as their dependencies.

At MOBILE, Dec. 24, 1763.

DEVILLE.

We, the Director General commanding for the King at New Orleans, do certify that the plantation and desert, and their dependencies, mentioned of the other side, are to belong in full property to the said Francois and Bernard Bernoudy, and Flandrin, conformable to the intentions of His M. C. M., and to the power by him given to his governors and ordonators, to permit his subjects to settle in this department of Mobile, where they thought fit.

In testimony whereof, we have signed the present certificate, and caused our seal at arms to be set thereto, and countersigned by our Secretary, at Mobile, 24th December, 1763.

DABBADIE.

By my Lord DUVERGE.

A just translation of the annexed No. 2.

E. LAGARDERE, *P. T. & J.*

No. 3.

I, the underwritten Francis Bernoudy, acknowledge to have this day sold, yielded, quitted, transferred, and made over, from henceforth and forever, with promise to warrant from all trouble and hindrance generally, whatsoever, Mr. Anthony Narbon, inhabitant of this city, the half of a plantation to me belonging, and that I had in partnership with the deceased Mr. Flandrin, spouse of the wife of said Narbon: the said plantation situated upon the river of Mobile, about eleven leagues above, upon the same side of this city.

[*torn**] bluff called formerly the plantation of Mrs. [*torn**] as well as the half of a desert, also of twenty arpents of front, with the accustomed depth this sale made paying the price and sum of four hundred dollars, money of Spain, that the said Mr. Narbon has paid me in his obligation one-half payable on the tenth of January next, and the other half in the course of the month of August of the year one thousand seven hundred and sixty-five; for which payment, the said plantation shall continue made over and mortgaged even until the perfect payment thereof; after which I consent that the said Mr. Narbon enjoys the said plantation as of a property belonging to him, having delivered to him, for that effect, the titles concerning the said plantation.

Done and passed at the seventh of September, one thousand seven hundred and sixty-four, in presence of the witnesses under written; thus signs:

BERNOUDY,
NARBON, his x mark.

Witnesses, Vidal, Vincent, Robert Farmer.

A just translation of the annexed No. 3.

E. LAGARDERE, *P. T. & J.*BOARD OF COMMISSIONERS, *March 22, 1804.*

Doctor John Chastang, being under oath, did solemnly swear that this is a true translation from the papers in the French language hereto attached.—Attest: DAVID PARMELEE 2d, *Clerk.*

Entered in record of claims, vol. 1, page —, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, *Register.*

BOARD OF COMMISSIONERS, WASHINGTON COUNTY,

Thursday, March 22, 1804.

James Callier, Esquire, one of the executors of the last will and testament of Maria Josephia Narbon, having appeared before the Board, and on solemn oath declared that there is a claim now depending before said Board by said executors, for and in behalf of the legatees of said deceased, for fifteen hundred and ninety-nine acres and three-tenths of an acre, on the west side of Mobile or Tombigbee river, founded upon a title derived under the French Government of Louisiana, in the year 1756; and that Simon Andrey, of the county of Washington, is deemed to be an important witness in support of said claim, and that he is now confined by severe sickness, and in such a state of health that it is impracticable to have him before said Board, to give his testimony in the premises:

Whereupon, it is ordered by the Board that the said Simon Andrey be duly qualified before some lawful magistrate of said county, to give true and correct answers to the interrogatories hereto subjoined, and to such other interrogatories as shall be proposed to him; and that his answers shall be certified to this Board by the magistrate taking the same, in due form of law.

Attest:

DAVID PARMELEE 2d, *Clerk*

The Board ordered that the case be postponed for consideration.

JOSIAH SKINNER's case: Edward Gatlan was produced as a witness, and, being duly sworn, deposed:

Question. Have you, or do you expect any interest from this claim?

Answer. I have no interest, nor do I expect any in virtue thereof.

Josiah Skinner did inhabit and cultivate the land now in question on the third day of March, 1803, and before and since that time; and that, on the third day of March, 1803, Josiah Skinner was the head of a family.

Question. Do you know whether this land is claimed in virtue of any British, Spanish, or donation claim?

Answer. I do not certainly know by what species of claim; but both James Callier and Thomas Carson have surveyed a part of this land.

Question. Has Skinner removed from the land now claimed, and, if so, about what time?

Answer. He did remove from the same, and his removal took place after the 11th day of March, 1803; for I well recollect, from writings and other circumstances, that he was living on this land on the said 11th day of March; his removal, therefore, took place soon after this day, but do not recollect the particular day.

Question. To what place did Skinner remove, and for what purpose?

Answer. He removed from the land now in question to the pine woods, for the benefit of range for his own stock, and to take care of the cattle of Adam Hollinger; but, by an advertisement which I saw posted on the side of the house at the place now claimed, signed by Josiah Skinner, he forbade any person entering into the houses or premises he had quitted, for that he meant to continue his claim to this land.

Question. Did Josiah Skinner cultivate any land on that part of the tract now claimed, which lies next adjoining the Tombigbee river, on the 3d day of March, 1803?

Answer. He did not cultivate on that part of the tract now claimed on the 3d day of March, 1803, but had cleared land, and made preparations to cultivate.

The Board ordered that the case be postponed for consideration.

EDWARD CREIGHTON's case, No. 68 on the docket of the Board, and No. 91 on the books of the Register.

Claim.—A right of pre-emption of thirty-two acres and six-tenths, as assignee and legal representative of Benjamin King, under the third section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the following words and figures, to wit:

To the Commissioners appointed in pursuance of the act passed the 3d of March, 1803, for receiving and adjusting claims south of Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, beginning on a water oak, and running south, twenty-seven degrees west, five chains seventy-two links, to a stake; and from thence, south, eighty degrees west, fifteen chains, to an unknown bush; thence, north, seventeen degrees west, five chains, to a pine; and from thence, north, two degrees west, twelve chains, to a stake on the creek; and from thence, meandering the creek, to the beginning: this

* The original MS. is here defective.

small tract of land is claimed by Edward Creighton, in virtue of Benjamin King's improvement, and erecting thereon a cotton ginn, as described in the plot annexed, about the year 1800, transferred by the said Benjamin King to this reporter, who claims by right of pre-emption; John Callier, Esq. being a witness to the declaration of Joseph Bates Senior, of the said tract of land, as plotted, being unclaimed or vacant land, now delivered to the Register of the Land Office to be established east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to the copy of the plot herewith filed.

MARCH 14, 1804.

EDWARD CREIGHTON,
Representative of Benjamin King.

[Plot omitted.]

Surveyed by Robert Ligon.

The claimant produced a deed of conveyance from Benjamin King bearing date the 11th day of March, 1803, duly executed and duly proven before James Farr, Justice of the Peace, relinquishing and conveying to the said Edward Creighton, in consideration of five hundred dollars, all his, the said King's, right, title, and interest to the said tract of land, and the buildings and improvements made thereon.

Entered in record of claims, vol. 1, page 261, by EDWARD LLOYD WAILES, for
JOSEPH CHAMBERS, *Register.*

John Hinds, chain carrier for the preceding survey, was sworn before John Brewer, Esquire, Justice of Peace.

Wilson Carman, and Andrew Barnard, were produced as witnesses, and, being duly sworn, the said Carman deposed, in answer to a question put to him by the Board, that he had no interest in, nor did he expect any, by the establishment of this claim.

That Benjamin King inhabited and improved upon the land now claimed in the month of June, 1801; but how long after he continued to inhabit the same, he did not know.

Question. Do you know whether this land was inhabited or cultivated on the 3d day of March, 1803, either by Benjamin King or Edward Creighton?

Answer. I do not know that either of them did inhabit the land in question on that day.

Question. Do you know whether this land is claimed by any British, Spanish, or donation claim?

Answer. I do not know that it is.

The said Barnard deposed:

Question. Have you or do you expect any interest in and by virtue of this claim?

Answer. I have not, nor do I expect any interest.

That Benjamin King built upon the land now in question, two years and a half before he conveyed the same to Edward Creighton, and part of the said time cultivated a garden; and that said King did inhabit and cultivate the same on the 3d of March, 1803; that he put Creighton in possession of the premises in the month of April, 1803; and that Creighton has continued to inhabit and cultivate the same ever since; and that Benjamin King was, on the 3d day of March, 1803, above twenty-one years of age.

The Board ordered that the case be postponed for consideration.

Adjourned until Friday the 23d instant.

FRIDAY, March 23, 1804.

The Board met according to adjournment. Present: Ephraim Kirby, Robert C. Nicholas.

EDWIN LEWIS's case, No. 69 on the docket of the Board, and No. 109 on the books of the Register.

Claim.—A right of pre-emption of six hundred and ninety-six acres, under the third section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the following words and figures, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, to receive and adjust the claims to lands south of Tennessee, and east of Pearl river.

WASHINGTON COUNTY, MISSISSIPPI TERRITORY, March 16, 1804.

Please to take notice, that the following tract of land, situate on the west side of the river Tombigbee, butting and bounded as follows: beginning above Dr. Chastang's upper corner, and below Edwin Lewis's cotton house, above the first bayou above the Fort St. Stephen's, on the river bank, on an old line run by John Baker and Peter Malone; thence, runs the course of said line along the same, supposed to be forty-two degrees west, forty chains, to a corner stake; thence, north, forty-eight degrees west, one hundred and twenty chains, to a corner stake; thence, north, forty-two degrees east, one hundred and twelve chains, to a corner stake, on the river bank; thence, down the meanders of the river, to the first station; having such marks, natural and artificial, as are represented in the plot annexed, containing six hundred and ninety-six acres; is claimed by Edwin Lewis, under and in virtue of a settlement or occupancy, he, the said claimant, having inhabited and cultivated the tract herein specified, agreeable to the third section of the act of Congress, entitled "An act regulating the grants of lands, and providing for the disposal of the lands of the United States south of the State of Tennessee," and the same does not appear to be claimed by any of the preceding provisions of the act; and the same was not inhabited nor cultivated, agreeable to the requisitions of said act, by any other person, &c.

This claimant further setteth forth, that he settled the same by consent of John Baker, in December, 1802, and he does not set forth this claim to injure or to impede said John Baker's right; but in case the same proves insufficient, then this claimant claims the first right to purchase the same, or any part thereof, to which there are no legal and superior claims, all of which are now exhibited to the Register of the Land Office established east of Pearl river, to be recorded as is directed by said act. All of which he begs leave to refer, as also to the plot herewith filed, &c. &c.

EDWIN LEWIS.

[Plot omitted.]

Entered in record of claims, volume 1, page 342, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, *Register.*

Thomas Price was produced as a witness, and, being duly sworn, did depose:

Question. Have you any interest, direct or indirect, in the establishment of this claim?

Answer. I have none.

Question. Did Edwin Lewis, the present claimant, inhabit and cultivate the land in question on the 3d of March last?

Answer. I do not know.

Question. Was he twenty-one years of age at that time?

Answer. I do not know.

Question. Is the land now in question claimed by virtue of any British or Spanish title?

Answer. I understand that it is claimed by the heirs of one Stewart, under an English title, but have no particular knowledge of the fact.

Question. Who inhabited this land at the evacuation of Fort St. Stephen's?

Answer. On part of the tract, there lived a man by the name of John Woods, and on another part a man by the name of John Berry; these were the only men living on the land at that time to my knowledge.

The Board ordered that the case be postponed for consideration.

RICHARD BARROW's case, No. 70 on the docket of the Board, and No. 28 on the books of the Register.

Claim.—A donation of six hundred and forty acres, under the second section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the words and figures following, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting the claims to lands south of Tennessee, and east of Pearl river.

MARCH 7, 1804.

Please to take notice, that the following tract of land, situated on the Mobile river, in the county of Washington, beginning at a gum corner, on the edge of Barrow's swamp, on the lake, running thence, south, seventy-seven degrees east, one hundred and fifty-five chains, to a willow corner, standing near two hickories on the bank of Mobile river, at the point of a sand bar, seven chains from the southern point of Joney's island; thence, north, forty degrees east, seven chains, to a cotton tree on the lower part of said island; thence, up the west side of said island, north, ten degrees east, thirty-two chains and fifty links, to a willow corner; thence, west, five chains, to a birch corner; thence, north, ten degrees east, three chains, to a stake corner on Helverston's line, to the bank of the river; thence, north, seventy-seven degrees west, one hundred and fifty-five chains with Helverston's line, to a pine corner; thence, south, ten degrees west, forty chains, to the beginning, containing six hundred and forty acres: is claimed by Richard Barrow, in and by virtue of the second section of the said act, as a donation, and is now exhibited to the Register of the Land Office east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to a copy of the plot herewith.

RICHARD BARROW.

[Plot omitted.]

Chain bearers, Zachariah Worsly and Edmund Smith. Surveyed 2d March, 1804, by Natt. Christmas.

Entered in record of claims, volume 1, page 78, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

The said chain bearers were sworn before James Callier, J. P.

Joseph Bates and Thomas Bates were produced as witnesses, and, being duly sworn, they did depose:

Question to said witnesses. Are you directly or indirectly interested in the establishment of this claim?

Answer. We are not.

Both testified, that Richard Barrow, the present claimant, did, antecedent to the year 1797, during that year, and subsequent thereto, inhabit and cultivate the land now by him claimed, and that he was at that time an aged man, and the head of a family.

Question to both witnesses. Is this land claimed by any British or Spanish grant, warrant, or order of survey?

Answer. Not to our knowledge.

The Board ordered that the case be postponed for consideration.

RACHEL HELVERSTON, in behalf of the heirs of Godfrey Helverston, deceased, case No. 71 on the docket of the Board, and No. 27 on the books of the Register.

Claim.—A donation of six hundred and forty acres, under the second section of the act.

The claimants presented their claim, together with a surveyor's plot of the land claimed, in the following words and figures, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting the claims to lands south of Tennessee, and east of Pearl river.

MARCH 7, 1804.

Please to take notice, that the following tract of land, situated on the waters of Alabama river, on the west side, in the county of Washington, beginning at a cypress, and running thence, north, seventy-seven degrees west, one hundred and sixty chains, to a pine; thence, south, ten degrees west, forty chains, to a pine, it being Richard Barrow's corner; thence, south, seventy-seven degrees east, one hundred and sixty chains, along Richard Barrow's line, to a stake on the bank of Mobile river; thence, up the said river, north, ten degrees east, forty chains, to the beginning, containing six hundred and forty acres, having such shape, forms, and marks, both natural and artificial, as are fully represented in the plot annexed; which said tract of land is claimed by Rachel Helverston, for the heirs of Godfrey Helverston, deceased, in and by virtue of a donation, and is now exhibited to the Register of the Land Office east of Pearl river, to be recorded as directed by said act. To all which they beg leave to refer, as also to a copy of the plot herewith filed.

RICHARD BARROW, for

RACHEL HELVERSTON,

Acting for the heirs of Godfrey Helverston.

[Plot omitted.]

Chain bearers, Edmund Smith, Zachariah Worsly. Surveyed 2d March, 1804, by Natt. Christmas.

Entered in record of claims, volume 1, page 76, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

The said chain bearers were sworn before James Callier, Esq. J. P.

Richard Barrow and Joseph Bates were produced as witnesses, and, being duly sworn, deposed:

Question. Are you directly or indirectly interested in the establishment of this claim?

Answer by each witness. I am not.

Both testified, that Godfrey Helverston, now deceased, commenced his improvements, on the land in question, in the year 1795, by building a house, and the following year by raising of crops; and that he continued to inhabit and cultivate the same from that time until the time of his death, which was in June last; and that, during said whole period, he was the head of a family, and twenty-one years of age; and that his widow and orphan children have lived on and cultivated the same land since the death of the said Godfrey.

Question to both witnesses. Is this land claimed by virtue of any British or Spanish grant, order, or warrant of survey?

Answer. Not to our knowledge.

Question. Do you know whether the deceased claimed or held any lands in this territory, by virtue of any English or Spanish grant, order, or warrant of survey?

Answer by both. He did not.

The Board ordered that the case be postponed for consideration.

PETER MALONE's case, No. 72 on the docket of the Board, and No. 47 on the books of the Register.

Claim.—A donation of two hundred and seventy-eight acres, two roods, and eight poles, as assignee and legal representative of John Woods, under the second section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the following words and figures, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting the claims to lands south of the Tennessee, and east of Pearl river.

WASHINGTON COUNTY, MISSISSIPPI TERRITORY, February 21, 1804.

Please to take notice, that the following tract of land, situated on the southwest side of Tombigbee river, butting and bounded as follows: by a line commencing on a cedar bush on the river bank, about five chains above the Fort St. Stephen's; thence, south, forty-seven degrees west, thirty-one chains seventy links, to a corner pine; thence, south, sixty-four degrees west, fifteen chains fifty links, to a red oak corner; thence, north, twenty-two degrees west, twenty-five chains, to a red bush; thence, north, fifty-four degrees west, eleven chains fifty links, to a small sassafras corner; thence, north, twenty-one degrees west, twenty-six chains fifty links, to a hickory corner; thence, north, fifty degrees east, thirty-eight chains, to a maple on the bank of the river; thence, the meanders of the river, to the beginning; having such marks, natural and artificial, as are represented in the plot annexed; containing two hundred and seventy-eight acres, two roods, and eight poles; is claimed by Peter Malone, the legal representative of John Woods, under and by virtue of the second section of the act, he, the said claimant, Peter Malone, having (as representative of said Wood,) no other claim to land in the territory; and that the same was cultivated and inhabited agreeable to the act of Congress entitled "An act, &c.;" and likewise, the said land does not appear to be claimed by virtue of the preceding provisions of the act, &c.

PETER MALONE.

[Plot omitted.]

Surveyed 13th February, 1804, by J. Malone. Chain carriers, Peter Malone and Colonel Josiah Bullock.

Entered in record of claims, vol. 1, page 120, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

The claimant exhibited a writing in the words and figures following, to wit:

St. ESTEVAN, March 25, 1800.

This is to certify, that I have delivered my house and rails to Mr. Andres, according to Mr. Callier's letter to me. Given from under my hand, the day and date above written.

JOHN WOODS.

On the back of which writing is an endorsement in the words and figures following, viz:
I endorse this instrument of writing over to Peter Malone, this 11th day of March, 1804.

ANDRAIS BARNAUD.

Josiah Bullock, one of the chain carriers for the preceding survey, was sworn, as such, before William Pierce, Justice of Peace.

Thomas Price was produced as a witness, and, being duly sworn, deposed:

Question. Are you directly or indirectly interested in the establishment of this claim?

Answer. I am not.

He then testified, that he did not know the land represented by the plot before the Board, but knew that John Woods did, in the year 1798, live on a tract of land called Stewart's Reserve; that, in the fall of that year, he built his house, and commenced his cultivation in the year following; that John Woods was at this time a married man; that the place where Woods lived he always understood to be the property of one Stewart, who claimed the same by virtue of a British grant; and that he always understood that the Spanish Government refused to grant this land on the same account.

The Board ordered that the case be postponed for consideration.

JOHN TROUILLET, Executor of Peter Trouillet, case No. 73 on the docket of the Board, and No. 103 on the books of the Register.

Claim—Of eight hundred acres, by virtue of a Spanish warrant, under the first section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the words and figures following, to wit:

To the Commissioners appointed in pursuance of an act of Congress, passed the 3d day of March, 1803, for receiving and adjusting claims to land south of the Tennessee river and east of the Pearl river.

FORT STODDERT.

Please to take notice, that the following tract of land, lying west of the Tombigbee river, beginning on a maple, Thomas Bassett's corner, on the river aforesaid, and runs with his line, north, sixty-seven degrees west, one hundred and twenty-nine chains forty-nine links, to a stake corner; thence, south, twenty-three degrees west, sixty-three chains twenty-five links, to a stake; thence, south, sixty-seven degrees east, one hundred and twenty-three chains forty-nine links, to a stake on the river bank; thence, the meanders of the river, to the beginning; is claimed by John Trouillet, executor to the estate of Peter Trouillet, deceased, for the use and benefit of the heirs of the said Peter Trouillet, under and by virtue of a Spanish grant, or order of survey, granted to the before named Peter Trouillet, as may appear by the original grant now delivered to the Register of the Land Office to be established east of Pearl river. To all which he begs leave to refer, as also to the copy of the plot herewith filed.

JOSEPH CAMPBELL.

[Plot omitted.]

Surveyed by J. Malone.

The claimant exhibited a Spanish warrant of survey in the following words and figures, to wit:

His Excellency the GOVERNOR GENERAL:

MOBILE, January 16, 1788.

Peter Trouillet, native and inhabitant of Mobile, with great respect to your excellency, represents and says, that, with intention to cultivate tobacco, and being informed that it was good land for that effect, begs your excellency to grant him a concession of twenty acres of land on said river, limited on the north by land the property of Madam Bassett, and on the south by land that is vacant; he begs your excellency to grant him the land above mentioned; for which favor he will be forever thankful.

PETER TROUILLET.

Don Vicent Folch, captain in the Louisiana regiment of *fixo*, commandant of civil and military of the said place and district, certifieth, that the land the above petitioner solicits is vacant, by information from the inhabitants who have knowledge of the same. In justification of which, I sign these presents at the said place and date as above mentioned.

VICENT FOLCH.

NEW ORLEANS, February 9, 1788.

The surveyor of this province, Don Carlos Laveau Trudeau, shall establish the above petitioner on that part of land of twenty acres front, with its profounder back as customary, of forty acres, at the same place mentioned in the above petition; as it is vacant, it cannot cause prejudice to any person; with the precise conditions of making the road and clearing regularly in peremptory space of one year; and if, at the precise space of three years, the land is not settled, during which period it cannot be alienated, this grant to remain null; under which supposition, the business of settling the limits will be carried on in the tract, and remitted me, to provide the interested party with titles in form.

ESTEVAN MIRO.

Don Joaquin Osorno, captain in the Louisiana regiment of infantry, and commandant of civil and military of Mobile and its jurisdiction, &c., certifieth, that the above is a copy taken from the original, in this office under my charge. Given from under my hand, in Mobile, the 18th of October, 1802.

JOAQN. DE OSORNO.

The above is a copy of the Spanish grant.

THOS. PRICE.

The above was compared with the original exact in this office.

JOAQN. DE OSORNO. [L. s.]

I, Thomas Price, of the post of Mobile, English interpreter for His Majesty the King of Spain, do solemnly swear by the Almighty God, and by the Holy Cross, that this is a true and faithful translation of the Spanish grant or writing hereto annexed.

THOS. PRICE.

Subscribed and sworn before the Board, March 23d, 1804.—Attest: DAVID PARMELEE 2d, Clerk.

Entered in record of claims, volume 1, page 317, by EDWARD LLOYD WAILES for

JOSEPH CHAMBERS, Register.

The Board ordered that the case be postponed for consideration.

Adjourned until Saturday, the 24th instant.

SATURDAY, March 24, 1804.

The Board met according to adjournment. Present: Ephraim Kirby, Robert C. Nicholas.

JOHN BAKER's case, No. 74 on the docket of the Board, and No 107 on the books of the Register.

Claim.—Of fifteen hundred and ninety-nine acres, three roods, and twelve poles, by virtue of a Spanish warrant of survey, under the first section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the words and figures following, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting claims to lands south of Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situated on the west side of Tombigbee, in the county of Washington, beginning at a stake near about the middle of a field on the river below my house; thence, south, twenty-nine degrees west, ninety-one chains; thence, south, forty-seven degrees east, one hundred and twenty-six chains forty-nine links; thence, north, twenty-nine degrees east, seventy-three chains seventy-five links, to the river; thence, with the river, to the beginning; fifteen hundred and ninety-nine acres, three roods, and twelve poles; and hath such forms and marks, both natural and artificial, as are fully represented in the plot annexed: is claimed by John Baker, in and by virtue of a Spanish warrant of survey, bearing date the 9th day of January, 1787, and is now exhibited to the Register of the Land Office established east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to a copy of the plot herewith filed.

JOHN BAKER.

MARCH 24, 1804.

[Plot omitted.]

The claimant produced a Spanish warrant of survey; in the following words and figures, viz:

His Excellency Don PEDRO FAVROT, Commandant of this place:

John Baker, with the greatest respect due to your excellency, has the honor to represent his intention to quit the navigation, and endeavor to cultivate the land by two negroes; he expects to buy at the return of the schooner; in consequence of which, I beg your honor to grant me permission to establish one tract of land, containing forty acres front, and forty deep, as customary, formerly the property of Charles Walker, deceased, in the city of this place, situated on Tombigbee, and desire the petitioner to live peaceably and subject to His Catholic Majesty, by the conditions, to be a good settler and real Spaniard: the land above mentioned has no proprietor, and is right good to cultivate tobacco; I beg your excellency to grant the above land: for which favor from your excellency he will be forever thankful.

JOHN BAKER.

MOBILE, January 9, 1787.

It is granted to the above petitioner, and laid off agreeably to the Governor's royal orders; and the petitioner to give his oath to be true to the King and country, according to the orders from the General Government.

FAVROT.

MOBILE, November 12, 1803.

Don Joaquin de Osorno, captain of the regiment of infantry of Louisiana, commandant civil and military of Mobile and its jurisdiction, certifieth, existing in one bundle of concessions of land, in this office, is found the original in French writing, which I translate by the petitioner's demand, which I sign.

JOAQUIN DE OSORNO.

The above was compared exact by the original existing in this office under my charge.

JOAQUIN DE OSORNO.

I, Thomas Price, of the post of Mobile, English interpreter for His Majesty the King of Spain, do solemnly swear, by the Almighty God, and the Holy Cross, that, having examined the foregoing translation of the Spanish grant or writing thereto annexed, I find no material or essential errors contained in the same; but that all the substantial parts of said writing, viz: the dates, names of persons, the description of the lands, and number of acres &c., are truly and correctly translated.

THOMAS PRICE.

Subscribed and sworn before the Board, March 24, 1804.—Attest: DAVID PARMELEE 2d, Clerk.

Entered in record of claims, vol. 1, page 335, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

Doctor John Chastang was produced as a witness, and, being duly sworn and questioned by the Board, testified, that he was not directly or indirectly interested in the establishment of this claim; that, in the year 1790, he removed on to his lands near to Fort St. Stephen's, and at that time found John Baker, the present claimant, settled on his plantation near the same place, where he continued to live and cultivate until the year 1796, when he, Chastang, removed from that neighborhood; that he understood that Baker had been at the same place some years previous to this time, and that he believed he continued there still, and was, as the deponent fully believed, more than twenty-one years of age in the year 1787.

Rolley Green and Joseph Westmoreland, chain carriers for the preceding survey, were sworn before Ransom Harwell, Esq. Justice of Peace.

The Board ordered that the case be postponed for consideration.

JOHN BAKER's case, No. 75 on the docket of the Board, and No. 108 on the books of the Register.

Claim—Of four hundred acres, by virtue of a Spanish warrant of survey, under the first section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the following words and figures, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting claims to lands south of Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situated on the west side of Tombigbee river, in the county of Washington, beginning at a stake about the middle of my bottom field, on the river below my dwelling house; running thence, south, twenty-nine degrees west, one hundred and thirty-four chains twenty-five links, to a stake; thence, north, sixty-one degrees west, thirty-one chains sixty links, to a stake; thence, north, twenty-nine degrees east, one hundred and fifteen chains, to the river; thence, with the river, to the beginning; containing four hundred acres, and hath such forms and marks, both natural and artificial, as are fully represented in the plot annexed: is claimed by John Baker, in and by virtue of a Spanish grant, bearing date 2d day of July, 1787, and is now exhibited to the Register of the Land Office established east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to a copy of the plot herewith filed.

JOHN BAKER.

MARCH 24, 1804.

[Plot omitted.]

The claimant produced a Spanish warrant of survey, in the words and figures following, viz:

His Excellency DON ESTEVAN MIRO, Colonel of the royal army, Governor General of this city and province of Louisiana &c. &c.

MOBILE, June 21, 1787.

John Baker, inhabitant of the jurisdiction of Mobile, with the great respect due to your excellency, represents and says, as having a small stock of cattle, and no pasture for them, he begs your excellency's goodness to grant him ten acres of land, situate on Tombigbee river, limited to the north side land, property of John Joyce, and on the south by land the King's commons; the above land was evacuated by Charles Walker, seven years past, and never been claimed by the proprietor nor any other person empowered by him: he begs your excellency to grant him the above petition, with the papers necessary from the Secretary of Government, which may correspond with the concession; for which favor from your excellency he will be ever thankful.

JOHN BAKER.

MOBILE, June 22, 1787.

Don Vicente Folch, captain of the Louisiana regiment, Commandant civil and military of Mobile and its district, certifieth, that the land the petitioner solicits is vacant, by information of the inhabitants of this district.

VICENTE FOLCH.

NEW ORLEANS, July 2, 1787.

The Commandant of Mobile shall establish this individual on that part of the ten acres of land front, by the profunder of forty back as customary, at the same place he solicits in the above petition, as it appears vacant, and not causing any prejudice to the neighbors, by the precise conditions of making the road and clearing regularly in the peremptory space of one year; and if, at the precise space of three years the land is not settled, after which period it cannot be established, and this grant to remain null; under which supposition, the business of settling the limits will be carried on in the tract, and remitted me, to provide the interested party with titles in form.

ESTEVAN MIRO.

MOBILE, 3d September, 1787.

Certifieth that the above is a copy from the original existing in archives of this place.

SANTIAGO DE LA SAUSSAYE.

The above is compared exact by the original existing in this office under my charge.

JOAQN. DE OSORNO.

I, Thomas Price, of the post of Mobile, English interpreter for His Majesty the King of Spain, do solemnly swear, by the Almighty God, and the Holy Cross, that, having examined the foregoing translation of the Spanish grant or writing hereto annexed, I find no material or essential errors contained in the same; but that all the substantial parts of said writing, viz: the dates, names of persons, the description of lands, number of acres, &c., are truly and correctly translated.

THOMAS PRICE.

Subscribed and sworn before the Board, March 24, 1804. Attest, DAVID PARMELEE 2d, Clerk.

Entered in record of claims, volume 1, page 338, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

The testimony of Dr. John Chastang, recorded in the preceding case, was given and applied in support of this claim also.

The chain carriers for the survey in this case were the same persons, and sworn, as mentioned in the preceding case.

The Board ordered that the case be postponed for consideration.

JOHN DEASE's case, No. 76 on the docket of the Board, and No. 29 on the books of the Register.

Claim.—A right of pre-emption of fifty acres, under the third section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the following words and figures, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting the claims to lands south of Tennessee, and east of Pearl river.

MARCH 9, 1804.

Please to take notice, that the following tract of land, situated on the waters of Tombigbee river, in the county of Washington, beginning at a pine, and running thence, north, twenty-two chains thirty-five links, to a corner pine; thence, west, twenty-two chains thirty-five links, to a pine; thence, south, twenty-two chains thirty-five links, to a pine; thence, east, twenty-two chains thirty-five links, to the beginning; containing fifty acres, having such shape, forms, and marks, natural and artificial, as are fully represented in the plot annexed; which said land is claimed by John Dease, in and by virtue of the third section of the said act, as a pre-emption; and is now exhibited to the Register of the Land Office east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to a copy of the plot herewith filed.

JOHN DEASE.

[Plot omitted.]

Chain bearers, James Powell, John Hinson. Surveyed, 23d day of February, 1804, by Natt. Christmas.

Entered in record of claims, volume 1, page 80, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

Daniel Johnson and James Powel, chain carriers for the preceding survey, were sworn before Ransom Harwell, Esq. Justice of the Peace.

James Powel and Daniel Johnson were produced as witnesses, and were duly sworn, and, being interrogated by the Board, both testified, that they were not directly or indirectly interested in the establishment of this claim; that, some time in the fall of the year 1802, John Dease, the present claimant, entered upon the land now claimed, and commenced the building of a mill; that he had, from that time to the present, continued the prosecution of said work; that he had built a house upon said land, for the accommodation of himself and workmen, and the last year cultivated a small garden; that he was twenty-one years of age on the 3d of March, 1803.

The Board ordered that the case be postponed for consideration.

RANSOM HARWELL'S case. No. 77 on the docket of the Board, and No. 87 on the books of the Register.

Claim.—A right of pre-emption of one hundred and ninety-seven acres, one rood, and twenty-seven poles, under the third section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the following words, and figures, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting the claims to lands south of the Tennessee and east of Pearl river.

Please to take notice, that the following tract of land, situated on Tawler creek, Washington county, bounded on the southwest by the claim of Elisha Simmons, on the southeast by the claim of James Hockeby, and on the northeast by the claim of William Murrell, Senior, beginning at a willow oak, and runs north, thirteen degrees west, thirty-one chains sixty-two links, to a bay corner, near the creek Tawler; thence, south, seventy-five degrees west, at ten chains fifteen links, crossing his spring branch, in all twenty-six chains fifteen links, to a cherry corner, on Simmons's line; thence, with his line, south, forty-seven degrees west, at twelve chains fifty links, crossing the creek; at thirteen chains fifty links, crossing again; at seventeen chains thirty links, again; at twenty-four chains eighty-three links, crossing again; in all, forty-three chains fifty links, to a willow oak corner; thence, with Simmons's or Hockeby's southeast line, south, forty-five degrees east, forty-two chains fifty links, to a chinquapine corner; thence, north, twenty degrees east, twenty-three chains fifty links, to a large chestnut corner; thence, north, three degrees east, three chains thirty-eight links, to a hickory corner; thence, north, sixty degrees east, thirteen chains, to a hickory corner; thence, north, seventy-five degrees east, fourteen chains, to the beginning; having such marks, natural and artificial, as are represented in the plot annexed; containing one hundred and ninety-seven acres, one rood, and twenty-seven poles: is claimed by Ransom Harwell, of Washington county, under and by virtue of the third section of the above recited act, and now exhibited unto the Register of the Land Office established east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to the copy of the plot herewith filed.

[Plot omitted.]

Chain carriers, William Murrell, Senior, and William Murrell, Junior. Surveyed, 7th day of March, 1804, by J. Malone.

Entered in record of claims, volume 1, page 253, by EDWARD LLOYD WAILES, for JOSEPH CHAMBERS, Register.

The said chain carriers for the survey, in this case, were sworn before John M'Grew, Esq. Justice of the Peace.

John Baker and Edwin Lewis were produced as witnesses, and duly sworn; and, being interrogated by the Board, they both testified, that they were not, directly or indirectly, interested in the establishment of this claim; that Ransom Harwell, the present claimant, antecedent to, and on the 3d of March, 1803, did inhabit and cultivate the land now by him claimed; that he had a number of buildings, such as a dwelling house and necessary out-houses erected thereon, at the time above mentioned; that he has since continued to inhabit and cultivate the same; and that, on said 3d day of March, he was more than twenty-one years of age, and the head of a family.

The Board ordered that the case be postponed for consideration.

WILLIAM MURRELL'S case. No. 78 on the docket of the Board, and No. 90 on the books of the Register.

Claim.—A right of pre-emption of one hundred and seventy-five acres, one rood, and twenty-one poles, under the third section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the following words and figures, viz:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting the claims to lands south of the Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situated on the waters of Tawler creek, bounded on the southwest by the claim of Ransom Harwell, and on the northeast by vacant land, beginning on a chinquapine, and runs south, forty-eight degrees west, thirteen chains fifty links, to a post oak; thence, south, ten degrees east, sixteen chains fifty links, to a red oak corner; thence, north, sixty-five degrees east, thirty-five chains fifty links, to a hickory corner; thence, north, twenty-one degrees east, thirty-three chains fifty links, to a lightwood stake corner, with a hickory, dogwood, white oak, and chestnut pointers; thence, north, thirteen degrees west, fifteen chains, to Ransom Harwell's beginning corner, water oak; thence, their dividing lines, south, seventy degrees west, fifteen chains, to a hickory corner; thence, south, sixty degrees west, thirteen chains, to a hickory corner; thence, south, three degrees west, three chains, thirty-eight links, to a large chestnut corner; thence, south, twenty degrees west, twenty-three chains fifty links, to the beginning; having such marks, natural and artificial, as are represented in the plot annexed, containing one hundred and seventy-five acres, one rood, and twenty-one poles: is claimed by William Murrell, senior, under and by virtue of the third section of the above recited act, and now exhibited to the Register of the Land Office established east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to the copy of the plot herewith filed.

Witness, EDWIN LEWIS.

WILLIAM MURRELL.

[Plot omitted.]

Surveyed 7th March, 1804, by J. Malone. Chain carriers, William Murrell, Jun. and Ransom Harwell.

Entered in record of claims, vol. 1, page 260, by EDWARD LLOYD WAILES, for JOSEPH CHAMBERS, Register.

The chain carriers above named were sworn before James Callier, Esq. Justice of the Peace.

John Baker and Ransom Harwell were produced as witnesses, and, being duly sworn and interrogated by the Board, they both testified, that they were not directly or indirectly interested in the establishment of this claim; that William Murrell, the present claimant, settled on the land by him now claimed, previous to the 3d of March, 1803; that on that day, and ever since, he has there lived and cultivated largely; and that, on the 3d of March, 1803, he was advanced in life and the head of a family.

The Board ordered that the case be postponed for consideration.

JOHN JOHNSON'S case, commenced in page 678.

James Powel and Daniel Johnson were produced as witnesses, and, being duly sworn and interrogated by the Board, they both testified that they had no interest in the establishment of this claim; that, in the year 1794, John

Johnson, the present claimant, lived on and cultivated the land by him now claimed; that he had continued to live on and cultivate the same until the present time; and that he was at that time of full age and the head of a family. The Board ordered that the case be postponed for consideration.

JOHN HINSON, administrator of Owen Sullivan; case commenced in page 677.

Daniel Johnson and James Powel were produced as witnesses, and, being duly sworn and interrogated by the Board, they both testified that they had no interest in the establishment of this claim; that, in the year 1793, Owen Sullivan, lately deceased, did cultivate the lands now claimed by his administrator; that he continued to cultivate the same annually until the time of his death, which happened about one year ago; that the same lands have since been cultivated by the administrator of the deceased; that said Sullivan's place of dwelling was near said lands, on the other side of the lake, the said lands being low ground and not suitable for the erection of dwelling houses; that the said Sullivan had a cabin on said land for the purpose of protecting his workmen from the weather; and that the said Sullivan was, in the year 1795, a man in years and the head of a family.

The Board ordered that the case be postponed for consideration.

DANIEL JOHNSON'S case, commenced in page 678.

James Powel was produced as a witness, and, being duly sworn and interrogated by the Board, he deposed, that he had no interest in the establishment of this claim; that, in the spring of the year 1795, Daniel Johnson, the present claimant, began to cultivate the land now by him claimed, and raised a crop the ensuing season; that he hath continued to cultivate the same land ever since; but, being an unmarried man, he lived in the family of his father, near by.

Question. Did this claimant cultivate this land for his own use solely, or for the benefit of his father?

Answer. I do not know positively, but always understood that he cultivated for himself solely.

Question. Was this claimant twenty-one years of age on the 11th day of June, 1795, or the head of a family?

Answer. He was not the head of a family, and I do not know positively that he was twenty-one years of age.

The Board ordered that the case be postponed for consideration.

JAMES POWEL, executor of William Powel; case commenced in page 682.

John Baker and Daniel Johnson were produced as witnesses, and, being duly sworn and interrogated by the Board, they both testified, that they were not interested in the establishment of this claim; that, in the year 1793, the said William Powel, since deceased, lived upon and cultivated the land now claimed by James Powel, his executor; that he continued to cultivate and annually to raise crops on the said land until the time of his death, which happened in the year 1796; that his widow and family continued in the same cultivation and possession until the death of said widow, which took place about three months since; that, since that time, the family have continued in possession as before; and that the said William Powel was an aged man and the head of a family in the year 1793.

The Board ordered that the case be postponed for consideration.

JAMES POWEL'S case, No. 79 on the docket of the Board, and No. 64 on the books of the Register.

Claim.—Of five hundred and ninety-four acres, under the second section of the act, as a donation.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the following words and figures, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d of March, 1803, for receiving and adjusting claims to lands south of Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situated on the west side of the river Tombigbee, in the county of Washington, beginning at a water oak on William Powel's corner, and runs west forty-five chains, to a pine; thence, north, sixty-three chains, to a red oak; thence, east, forty-five chains, to a pine; thence, south, sixteen chains ninety-three links, to a pine; thence, east, one hundred and forty-one chains, to a sycamore on the river bank; thence, down the various courses of the river, to the beginning; containing five hundred and ninety-four acres, and hath such forms and marks, both natural and artificial, as are fully represented in the plot annexed; is claimed by James Powel, in and by virtue of the second section of the said act as a donation, and is now exhibited to the Register of the Land Office established east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to a copy of the plot herewith filed.

JAMES POWEL.

MARCH 24, 1804.

[Plot omitted.]

Surveyed 23d March, 1804, by John Dease. Chain bearers, James Dean and Amos Reed.

Entered in record of claims, vol. 1, page 186, by EDWARD LLOYD WAILES, for
JOSEPH CHAMBERS, Register.

Daniel Johnson was produced as a witness, and, being duly sworn and interrogated by the Board, deposed, that he had no interest in the establishment of this claim; that James Powel, the present claimant, commenced the cultivation of the land now by him claimed in the year 1795 or 1796; that he has continued annually to cultivate and raise crops on the same until the present time, and had a small cabin thereon, but resided near by the land in his mother's family, who was a widow; that he cultivated and improved this land for his own use and benefit; and that he was twenty-one years of age, and, as the witness believed, the head of a family in the year 1797.

The Board ordered that the case be postponed for consideration.

Adjourned until Monday, the 26th instant.

MONDAY March 26, 1804.

The Board met according to adjournment. Present: Ephraim Kirby, Robert C. Nicholas.

ROBERT SORREL, Senior's case, No. 80 on the docket of the Board, and No. 140 on the books of the Register.

Claim.—A right of pre-emption of three hundred and twenty acres, under the third section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the words and figures following, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, to receive and adjust the claims to lands south of Tennessee, and east of Pearl river.

WASHINGTON COUNTY, MISSISSIPPI TERRITORY, March 23, 1804.

Please to take notice, that the following tract of land, lying and situated on Little creek, south branch of Bassett's creek, butting and bounded as follows: beginning on a station pine on the hill a little below Robert Sorrell's house; thence, running south, forty degrees west, fifty chains, to a corner pine; thence, south, sixty-six degrees west, one hundred and six chains, to a corner pine, near the bank of said creek; thence, north, thirty-three degrees west, twenty chains, to a corner stake; thence, north, fifty-two degrees east, eighty-eight chains, to a corner stake; thence, to the beginnings; having such marks, natural and artificial, as are represented in the plot annexed; containing three hundred and twenty acres; is claimed by Robert Sorrel, Senior, under and by virtue of occupancy, the said claimant having inhabited and cultivated the tract herein specified on the 3d day of March, 1803, agreeable to the third section of the recited act, &c., and now exhibited to the Register of the Land Office established east of

Pearl river, to be recorded as directed by said act. All of which he begs leave to refer, as also to the plot hereto fixed.

FOR ROBERT SORREL, Senior,
EDWIN LEWIS.

[Plot omitted.]

Entered in record of claims, vol. 1, page 466, by EDWARD LLOYD WAILES, for
JOSEPH CHAMBERS, Register.

Thomas Goodwin was produced as a witness, and, being duly sworn and interrogated by the Board, he testified, that he had no interest whatever in this claim; that, before the 3d of March, 1803, on that day, and since, Robert Sorrel, Sen. the present claimant, did inhabit and cultivate the land now by him claimed; and that he was at that time near seventy years of age and the head of a family.

EDWIN LEWIS's case, commenced in page 700.

John Pickering was produced as a witness, and, being duly sworn and interrogated by the Board, he deposed, that he had no interest whatever in this claim; that, in the last of the year 1802, Edwin Lewis, the present claimant, employed him to erect certain buildings for said Lewis, on the land now in question; that he built a store, a kitchen, a dwelling house, and a warehouse, for the storage of cotton; that the said Lewis had, from that time to the present, continued to inhabit the same; that he had cultivated a small piece of land connected with said buildings; that he was thus inhabiting and cultivating on the 3d of March, 1803; and that the said Lewis was at that time more than twenty-one years of age.

The Board ordered that the case be postponed for consideration.

PATRICK DONNELLY's case, No. 81 on the docket of the Board, and No. 141 on the books of the Register.

Claim.—A right of pre-emption of four hundred and forty-eight acres and sixteen poles, under the third section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the words and figures following, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting the claims to lands south of Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situated on the waters of Bassett's creek, on the west side of Tombigbee river, in the county of Washington, beginning at a pine corner, and runs south, thirty-two degrees east, forty chains, to a stake; thence, north, thirty-seven degrees east, one hundred and twenty-five chains fifty links, to a pine; thence, north, forty degrees west, forty chains, to a stake corner; thence, south, forty degrees west, one hundred and eleven chains, to the beginning; and hath such forms and marks, both natural and artificial, as are fully represented in the plot annexed, containing four hundred and forty-eight acres and sixteen poles: is claimed by Patrick Donnelly, in and by virtue of the third section of the said act, as a pre-emption, and is now exhibited to the Register of the Land Office established east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to a copy of the plot herewith filed.

Exhibited by HARDY WOTTON, his X mark, for
PATRICK DONNELLY

MARCH 26th, 1804.

[Plot omitted.]

Surveyed 28th February, 1804, by William Gilliam. Chain carriers, Jordon Morgan and Henry Hill.

Entered in record of claims, vol. 1, page 467, by EDWARD LLOYD WAILES, for
JOSEPH CHAMBERS, Register.

The said Jordon Morgan and Henry Hill, chain carriers for the preceding survey, were sworn before William H. Hargrave, Esq. Justice of the Peace.

Jordon Morgan and John Kennedy were produced as witnesses, and, being duly sworn and interrogated by the Board, they both testified that they had no interest whatever in this claim; that Patrick Donnelly, the present claimant, had lived upon the land now claimed ever since the year 1802; that the land is a pine barren, not fit for profitable cultivation; that the claimant has thereon a dwelling house, negro houses, cow-pens, &c. for the convenience of managing his stock of cattle, which subsist in the range, but no other cultivation than garden vegetables for the use of his household; and that the said Donnelly was, on the 3d day of March, 1803, more than twenty-one years of age.

William Gilliam, surveyor, was produced as a witness, and, being duly sworn, deposed, that the plot now exhibited to the Board is a true representation of the land now claimed, according to the best of his knowledge and belief; that it includes the buildings and improvements of the claimant; that he, the deponent, knew of no interfering claims, except the claim of Robert Sorrel, Sen. which runs nearly half a mile into the northeast end of this tract.

The Board ordered that the case be postponed for consideration.

JOSEPH WILSON's case, No. 82 on the docket of the Board, and No. 142 on the books of the Register.

Claim.—A right of pre-emption of five hundred and sixty-one acres and sixteen poles, as assignee and legal representative of Joseph Dunbar, under the third section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the following words and figures, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting claims to land south of Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situated on Tombigbee river, on the west side, in the county of Washington, beginning at a cedar post on the river bank, and runs north, eighty-five degrees east, sixty-five chains, to Cannady's hickory corner; thence, with Cannady's line south, five degrees east, thirty chains, to a stake; thence, south, seventy-eight degrees east, eighty-five chains, to the river, a maple corner; thence, with the meanders of the river, to the place of beginning; and hath such forms and marks, both natural and artificial, as are represented in the plot annexed, containing five hundred and sixty-one acres and sixteen poles: is claimed by Joseph Wilson, legal representative of Joseph Dunbar, in and by virtue of the third section of the said act, as a pre-emption, and is now exhibited to the Register of the Land Office established east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to a copy of the plot herewith filed.

JOSEPH WILSON,
Legal representative of Joseph Dunbar.

MARCH 26, 1804,

[Plot omitted.]

Chain carriers, John Cannady and Henry Hill. Surveyed by William Gilliam.

Entered in record of claims, vol. 1, page 468, by EDWARD LLOYD WAILES, for
JOSEPH CHAMBERS, Register.

The said chain carriers were sworn before William H. Hargrave, Esq. Justice of the Peace.

The claimant exhibited a deed of conveyance from Joseph Dunbar, bearing date the 12th day of March, 1804, duly acknowledged, relinquishing and assigning to the said Wilson all the said Dunbar's right, title, and interest to improvements made upon said tract of land.

Jordon Morgan and John Kennedy were produced as witnesses, and, being duly sworn and interrogated by the Board, they both testified that they had no interest whatever in this claim; that, in December, 1803, Joseph Dunbar did live upon and cultivate the land now claimed by Joseph Wilson, as his legal representative; that he, Dunbar, continued there to live and cultivate until December, 1803, and raised a considerable crop on said land in the summer of 1803; that he sold his improvements to Joseph Wilson, the present claimant, who thereupon took possession of the premises, and has since continued to occupy and improve the same; that the said Joseph Dunbar was, on the 3d of March, 1803, apparently more than twenty-one years of age, and the head of a family.

William Gilliam, surveyor, was produced as a witness, and, being duly sworn, he deposed that the plot now before the Board is a true and correct representation of the land claimed, according to his best knowledge and belief; that it includes the buildings and improvements of the claimant; that he did not know of any interfering claim of any kind; that the figure of the plot was occasioned by other lines confining it to its present shape.

The Board ordered that the case be postponed for consideration.

EDMUND SMITH'S case, No. 83 on the docket of the Board, and No. 139 on the books of the Register.

Claim.—A right of pre-emption of four hundred and twenty-two acres, under the third section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the following words and figures, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting claims to lands south of Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situated on the west side of Tombigbee, in the county of Washington, beginning at a live oak, and runs north, seventy degrees west, one hundred and twenty-five chains, to a pine; thence, north, fifteen chains, to a pine on Howel Dupree's line; thence, with the said line, north, eighty degrees east, twenty chains, to a gum; thence, north, eighty-eight degrees east, ninety-four chains, to an elm on Gatlin's line; thence, with the said line, south, four degrees east, fifty-eight chains, to the beginning; and hath such forms and marks, both natural and artificial, as are fully represented in the plot annexed, containing four hundred and twenty-two acres: is claimed by Edmund Smith, in and by virtue of the third section of the said act as a pre-emption, and is now exhibited to the Register of the Land Office established east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to a copy of the plot herewith filed.

EDMUND SMITH.

MARCH 26, 1804.

[Plot omitted.]

Chain bearers, Sterling Dupree and Howel Dupree. Surveyed the 17th day of March, 1804, by Natt. Christmas.

Entered in record of claims, vol. 1, page 464, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

The above named chain bearers were sworn before James Callier, Esq. Justice of the Peace.

Howel Dupree was presented as a witness, and, being duly sworn and interrogated by the Board, he deposed that he had no interest, direct or indirect, in the establishment of this claim; that Edmund Smith, the present claimant, entered upon the land in question in the year 1801, built a house, and raised a crop on the land the next season; that he has continued to inhabit and cultivate the same until the present time; and that, on the 3d of March, 1803, he had a wife and family of children.

The Board ordered that the case be postponed for consideration.

JAMES SCOTT, representative of Gabriel Burrows; case commenced in page 663.

William Gilliam, surveyor, was presented as a witness, and, being duly sworn, he deposed that the plot presented is truly made, according to his knowledge and belief; that the irregularity of the figure of this land was occasioned by an accommodation with the adjoining claimants, to avoid litigation; that he did not know of any interfering claims of any kind with the land now claimed.

The Board ordered that the case be postponed for consideration.

EDWIN LEWIS'S case, No. 84 on the docket of the Board, and No. 20 on the books of the Register.

Claim.—A right of pre-emption of one hundred and seventy-five acres, as assignee and legal representative of Dennis McClelendon and John McCole, under the third section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the following words and figures, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed on the 3d day of March, 1803, for receiving and adjusting the claims to land south of the Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situated on Fulson's and Tawler creeks, butting and bounded as follows: beginning on a water oak on Tawler, at the mouth of Fulson's creek; thence, running down the said Tawler creek, twelve chains, to a corner stake; thence, an east course, sixty-four chains, to a corner stake; thence, south, seven degrees west, forty-six chains, to a corner maple on the bank of Fulson's creek; thence, west, fourteen chains, to a line run by Edwin Lewis, representative of William Green; thence, north, seven degrees east, to a white pine corner; thence, down the meanders of the said Fulson's creek, to the first mentioned station; having such marks, natural and artificial, as are represented in the plot hereunto annexed, containing one hundred and seventy-five acres: is claimed by Edwin Lewis, as the legal representative of John McCole and Dennis McClelendon, under and by virtue of occupancy; the aforesaid persons legally represented said Edwin Lewis, having inhabited and cultivated the tract herein specified, on the third day of March, 1803, agreeable to the third section of the act of Congress, entitled "An act," &c. and for a considerable time before that time; and the same does not appear to be claimed by any of the preceding provisions of the act, and now exhibited to the Register of the Land Office established east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to the plot hereunto fixed, &c.

EDWIN LEWIS.

MISSISSIPPI TERRITORY, WASHINGTON COUNTY, February 22, 1804.

[Plot omitted.]

Entered in record of claims, vol. 1, page 53, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

The claimant exhibited a deed of conveyance from Dennis McClelendon, bearing date the 14th day of February, 1803, duly executed, relinquishing and conveying to John McCole all the said McClelendon's claim, title, and interest to the said tract of land, and the improvements made thereon.

The claimant also produced a deed of conveyance from the said John McCole, bearing date the 25th of February, 1804, duly executed, assigning and conveying to the said Edwin Lewis all the said John McCole's title, claim, and interest to the said land, and the improvements thereon made.

John Pickering and John McCole were presented as witnesses, and, being duly sworn and interrogated by the Board, they both deposed, that they had no interest in the establishment of this claim.

The said Pickering testified, that, in the year 1802, Dennis McClendon entered upon the land now claimed by Edwin Lewis, as the legal representative of McCole and McClendon; that said McClendon erected a house, and raised some corn on the same land in that year, and continued to inhabit and cultivate the same until the 15th of April, 1803; and that the said McClendon had, on the 3d day of March, 1803, a wife and family of children.

The said McCole testified, that, on the 3d of March, 1803, Dennis McClendon lived upon the land now claimed by Edwin Lewis, and continued there until the 15th of April, 1803, when he removed off; and that he, the deponent, took possession thereof, having, previous to the 3d of March, 1803, purchased the improvements of said Dennis McClendon; that, in the course of the summer 1803, he, the said McCole, agreed to sell said improvements to Edwin Lewis, the present claimant; that, in pursuance of said agreement, did, on the 25th of February, 1804, execute a written conveyance for that purpose.

The Board ordered that the case be postponed for consideration.

JOSEPH BATES, Junior's, case, No. 85 on the docket of the Board, and No. 162 on the books of the Register.

Claim.—A donation of six hundred and forty acres, under the second section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the words and figures following, viz:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting the claims to lands south of Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situated on the west side of the Tombigbee, in the county of Washington, beginning on a gum corner on the west bank of the Tombigbee; running thence, north, forty-five degrees west, one hundred and nine chains, to a pine; thence, south, forty-five degrees west, one hundred and three chains, to a post oak; thence, south, forty-five degrees east, thirty-two chains, to a post oak corner; thence, south, sixty-two degrees east, fifteen chains, to a dogwood, near a spring on the bank of a branch; thence, down the meanders of the branch, as laid down in the plot, to the river; thence, up the river the various courses, as laid down in the plot, to the beginning; containing six hundred and forty acres: is claimed by Joseph Bates, Jun. by virtue of the second section of the said act, as a donation, having such forms and marks, both natural and artificial, as are fully represented in the plot annexed, and is now exhibited to the Register of the Land Office established east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to a copy of the plot herewith filed.

JOSEPH BATES, Jun.

[Plot omitted.]

Surveyed February 18, 1804, by Natt. Christmas. Chain bearers, Sterling Dupree, Thomas Bates.

Entered in record of claims, vol. 1, page 493, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

Richard Turvin and Thomas Bates, Jun. were presented as witnesses, and, being duly sworn and interrogated by the Board, they both deposed, that they had no interest whatever in this claim.

The said Thomas testified, that Joseph Bates, Jun. the present claimant, was twenty-two years of age in the year 1797; that, being unmarried, he lived in the family of his father, Joseph Bates, Sen. upon the land now in question; that he acted for himself, independent of his said father, and did, during the years 1797 and 1798, cultivate the land now by him claimed, for his own use and benefit; that his father lived upon the land, and did also cultivate some part of it at the same time, but claims no part of it.

The said Turvin testified, that Joseph Bates, Jun. the present claimant, lived on the land now by him claimed in the year 1797, in the family with his father.

The Board ordered that the case be postponed for consideration.

HARDY WOOTTON's case, No. 86 on the docket of the Board, and No. 188 on the books of the Register.

Claim.—A donation of six hundred and fifteen acres and fifty-six poles, as assignee and legal representative of William Hunt, under the second section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the words and figures following, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting the claims to lands south of Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situated on the Sunflower creek, in the county of Washington, on the west side of Tombigbee, beginning at Carter's line, south, twenty-one degrees east, sixty chains, to a pine station; thence, forty chains, to a corner on Sunflower creek, standing in the prison bounds; thence, south, eighty-seven degrees east, through Richard Brashears's field, to a pine station, forty-one chains twenty-five links, to a hazel corner, twenty-three chains seventy-five links; thence, north, twenty-one degrees west, seventeen chains, to a red oak station; thence, continuing the same course, seven chains and fifty links, to a new line; thence, on the same course, to a gum station, continuing the same course to Carter's line, sixty-four chains on Carter's line, south, seventy-five degrees east, forty-one chains fifty links, to a tupelo gum corner; thence, north, eighty degrees east, twenty-six chains, to the beginning stake corner; containing six hundred and fifteen acres and fifty-six poles. As a donation, this land is claimed by Hardy Wootton, legal representative of William Hunt, having such shape, forms, and marks, both natural and artificial, as are represented in the plot annexed, and is now exhibited to the Register of the Land Office established east of Pearl river, to be recorded as by said act directed. To all which he begs leave to refer, as also to a copy of the plot herewith filed.

HARDY L. WOOTTON, his \times mark.
Legal representative of William Hunt.

MARCH 26, 1804.

[Plot omitted.]

Surveyed March 14, 1804, by William Gilliam. Chain carriers, Solomon Wheat and Joseph Wheat.

Entered in record of claims, vol. 1, page 553, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

The claimant exhibited a deed of conveyance from William Hunt, bearing date the 8th day of November, 1800, duly executed and acknowledged, relinquishing and conveying to the said Hardy Wootton all the said Hunt's right, title, and claim to the improvements made upon said tract of land.

On the back of said deed are two endorsements, in the following words and figures, to wit:

I do hereby assign over all my right, title, and claim to the within, for the use mentioned, from myself and my heirs forever, to Thomas Ware and his heirs; likewise the said Ware is to have possession the 1st day of February, 1802: as witness my hand, this 26th day of January, 1802.

HARDY WOOTTON.

JOSEPH SHARP, } Test.
CHARLES REED, }

I do hereby sign over all my right, title, and claim to the above privileges, as witness my hand, this 6th November, 1802.

THOMAS WARE.

A deed of conveyance was also produced from Daniel Johnson, as attorney for John Linder, bearing date the 29th day of February, 1804, duly executed, relinquishing and assigning to the said Hardy Wootton all the said Linder's right, title, and claim, to the abovementioned improvements.

Jordan Morgan and Solomon Wheat were produced as witnesses, and, being duly sworn and interrogated, they both testified, that they had no interest in the establishment of this claim; that, in the summer season of the year 1797, William Hunt entered upon the lands now claimed, erected a house, sowed some turnips, &c. the same year; that he raised a crop the year following, and continued to live on and cultivate the said land until he sold his improvements to Hardy Wootton in the year 1800, when he removed off, and Wootton entered into possession; that, in the year 1797, William Hunt had a wife and two children.

The said Wheat further testified, that he was not confident that Hunt sowed turnips on the land in the year 1797, but knew that he lived there, because he, the deponent, helped him to raise his house.

William Gilliam, surveyor, was presented as a witness, and, being duly sworn, deposed, that the plot, by him returned, of the land now claimed is a true representation thereof, according to the best of his knowledge and belief; that he knew of no interfering claim to that part of this tract which lies northerly of Watley's upper line; that there were several claims, houses, and possessions on the other part.

The Board ordered that the case be postponed for consideration.

HEZEKIAH CARTER's case, No. 87 on the docket of the Board, and No. 138 on the books of the Register.

Claim.—A donation of three hundred and fifty-eight acres and thirty-six poles, as assignee and legal representative of Robert Jones, under the second section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the following words and figures, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting claims to land south of Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situated on Sunflower creek, on the west side of Tombigbee river, in the county of Washington, beginning at a white pine, running, south, forty-five degrees west, fifty-two chains, to a red oak; thence, south, twenty-five degrees east, thirty-one chains, to a pine; thence, north, eighty degrees east, thirty-three chains, to a gum corner; thence, south, seventy-five degrees east, forty-two chains, to a hornbeam corner; thence, south, seventy degrees east, twenty chains, to a mulberry corner; thence, north, sixty degrees east, three chains, to a yellow leaf sapling; thence, north, thirty degrees west, forty-six chains, to a cypress; thence, north, sixty-five degrees west, twenty-five chains, to a red oak; thence, north, forty-five degrees west, thirty-five chains twenty-five links, to the beginning; and hath such forms and marks, both natural and artificial, as are fully represented in the plot annexed, containing three hundred and fifty-eight acres and thirty-six poles: is claimed by Hezekiah Carter, legal representative of Robert Jones, in and by virtue of the second section of the said act, as a donation, and is now exhibited to the Register of the Land Office established east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to a copy of the plot herewith filed.

HEZEKIAH CARTER, his \times mark.

MARCH 26, 1804.

[Plot omitted.]

Chain carriers, Jeremiah Morgan and Benjamin Harrison.

Entered in record of claims, vol. 1, page 462, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

The claimant exhibited a deed of conveyance from Robert Jones, bearing date the 10th day of November, 1800, duly executed, relinquishing and assigning to Hardy Wootton all the said Jones's right and interest to the improvements made on said tract of land. On the back of which deed is an endorsement in the words and figures following, viz:

I do hereby assign over all my right, title, and claim to the within mentioned, to Hezekiah Carter, his heirs, from me and my heirs forever. In witness whereof, I have set my hand this 25th day of January, 1802.

HARDY WOOTTON.

Witnessed: JOHN CLOOP,
JOSEPH SHARP.

Solomon Wheat and Jordan Morgan were produced as witnesses, and, being duly sworn and interrogated by the Board, they both testified, that they were in no way interested in this claim; that, in the latter part of January, or the beginning of February, in the year 1798, Robert Jones entered upon the land now claimed, built a house, cleared about six or seven acres, and raised a crop that season; that he continued to inhabit and cultivate the same until the year 1800, when he sold his improvements to Hardy Wootton, who entered into the possession and cultivation, and so continued until he sold to Hezekiah Carter, the present claimant, who then entered into the possession and cultivation of the same, and had so continued until the present time; and that the said Robert Jones was, in the year 1798, an aged man, and the head of a family.

William Gilliam, surveyor, was presented as a witness; and, being duly sworn, deposed, that the plot by him returned is truly and correctly made, according to the best of his knowledge and belief; that this land is bounded on all sides by other claims, except the line on the northwest end, which is the reason of the irregularity of its shape; that Mr. Lee has since varied the figure of his survey; and that he, the deponent, knew of no interfering claim of any kind.

The Board ordered that the case be postponed for consideration.

JOHN CANNEDA's case, No. 88 on the docket of the Board, and No. 77 on the books of the Register.

Claim.—A right of pre-emption of five hundred and thirty-three acres, under the third section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the following words and figures, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting the claims to lands south of Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situated on the river Tombigbee, in the county of Washington, beginning at a cedar post, and runs north, eighty-five degrees east, sixty-five chains, to a hickory corner; thence, south, five degrees east, sixty-five chains, to an elm; thence, south, eighty-five degrees west, one hundred chains, to a stake on Denley's line; thence, north, twenty degrees east, fifty-one chains, fifty links, to the river; thence, with the river, to the beginning; and hath such shape, form, and marks, both natural and artificial, as are represented in the plot annexed, containing five hundred and thirty-three acres: is claimed by John Canneda, in and by virtue of the third section of the said act, as a pre-emption, and is now exhibited to the Register of the Land Office established east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to a copy of the plot herewith filed.

JOHN CANNEDA.

MARCH 20, 1804.

[Plot omitted.]

Surveyed 9th March, 1804, by William Gilliam. Chain carriers, Joseph Wilson and Henry Hill.

Entered in record of claims, vol. 1, page 225, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

The said Henry Hill and Joseph Wilson, chain carriers for the preceding survey, were sworn before William H. Hargrave, Justice of the Peace.

Jordan Morgan and Thomas Wheat were presented as witnesses; and, being duly sworn and interrogated by the Board, they both testified, that they were not interested in the establishment of this claim; that John Canneda, the present claimant, inhabited and cultivated the land now in question, in the year 1802, and ever since; that he was, on the 3d of March, 1803, more than twenty-one years of age.

William Gilliam, surveyor, was produced as a witness; and, being duly sworn, deposed, that the plot now presented to the Board contains a true and correct representation of the land claimed, according to the best of his knowledge and belief; that it includes the buildings and improvements of the claimant; and that he knew of no interfering claims of any kind.

The Board ordered that the case be postponed for consideration.

SOLOMON WHEAT's case, commenced in page 58.

William Gilliam, surveyor, was produced as a witness; and, being duly sworn, deposed, that the plot now presented is truly and correctly made, according to the best of his knowledge and belief; that this claim is bounded by other claims, and, therefore, necessarily surveyed in its present form; that he knew of no interfering claims.

The Board ordered that the case be postponed for consideration.

JOHN PICKERING's case, No. 89 on the docket of the Board, and No. 137 on the books of the Register.

Claim.—A right of pre-emption of two hundred and eighty acres, under the third section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the words and figures following, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting claims to lands south of Tennessee, and east of Pearl river.

WASHINGTON COUNTY, M. TERRITORY, March 5, 1804.

Please to take notice, that the following tract of land, situated on Pickering's branch, north of Tawler creek, butting and bounded as follows: beginning on a wild plum tree, in a prairie called the Cow Stump prairie, on the east side of Pickering's branch; thence, west, sixty chains, to a corner stake; thence, north, twenty degrees east, fifty chains, to a corner stake; thence, east, sixty chains, to a corner stake; thence, south, twenty degrees west, fifty chains, to the beginning; having such marks, natural and artificial, as are represented in the plot annexed; containing two hundred and eighty acres: is claimed by John Pickering, under and by virtue of occupancy, he, the said claimant, having inhabited and cultivated the tract herein specified, on the 3d day of March, 1803, agreeable to an act of Congress, entitled An act, &c. and the same does not appear to be claimed by any of the preceding provisions of said act, and now exhibited to the Register of the Land Office established east of Pearl river, to be recorded as directed by said act. All of which he begs leave to refer, as also to the plot hereto fixed, &c.

For JOHN PICKERING,

EDWIN LEWIS.

[Plot omitted.]

Entered in record of claims, vol. 1, page 461, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

William Coleman was presented as a witness; and, being duly sworn, deposed, that he was in no wise interested in this claim; that he was in the State of Georgia on the 3d of March, 1803, and could not say that the present claimant inhabited and cultivated the land in question at that time; that, when he returned from Georgia, in the month of May, 1803, he found John Pickering, the present claimant, working upon this land; that he had a house partly raised, about ten acres under fence, and five or six acres cleared, which appeared to have been cleared the preceding winter; that he raised on said land a crop of corn that season; that the said John Pickering had at that time a wife and a number of children.

The Board ordered that the case be postponed for consideration.

RICHARD S. BRYAN and GEORGE BREWER, senior's case, No. 90 on the docket of the Board, and No. 6 on the books of the Register.

Claim.—A right of pre-emption of three hundred and nineteen acres, under the third section of the act.

The claimants presented their claim, together with a surveyor's plot of the land claimed, in the following words and figures, viz:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting the claims to lands south of Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situated on the waters of Tawler creek, in the county of Washington, beginning at a corner cherry tree, and running thence, south, seventy degrees west, sixty-five chains; thence, south, twenty degrees east, forty-nine chains; thence, north, twenty degrees east, sixty-five chains; thence, north, twenty degrees, west forty-nine chains, to the beginning; containing three hundred and nineteen acres, having such forms and marks, both natural and artificial, as are represented in the plot annexed; which said tract of land is claimed by Richard Smith Bryan and George Brewer, senior, under the firm of Bryan and Brewer, in and by virtue of right of pre-emption, and is now exhibited to the Register of the Land Office established east of Pearl river, to be recorded as by said act directed. To all which they beg leave to refer, as also to a copy of the plot herewith filed.

RICHARD SMITH BRYAN,
GEORGE BREWER, Senior.

FEBRUARY 22, 1804.

[Plot omitted.]

Surveyed 13th February, 1804, by Thomas Bilbo. Chain carriers, James Huckaby and John McCole.

John McCole was produced as a witness, and, being duly sworn, testified, that he had no interest in the establishment of this claim; that John Sluder entered upon the lands now claimed in the fall of the year 1802, built a small house, cut over about four acres of land, and commenced the cultivation of a garden on the same; that he continued to inhabit and cultivate the same until the month of April, 1803, when he moved off, having previously sold his improvement; that the said John Sluder was, on the 3d of March, 1803, the head of a family.

That, some time in the month of February, 1803, Richard S. Bryan, one of the firm of Bryan and Brewer, and one of the present claimants, began to make improvements on another part of the land now claimed, to wit: on Tawler's creek, near where they have since erected a mill; that the improvement then commenced was, as the deponent understood, the building of a dwelling house; that the present claimants had purchased the improvements which had been made by John Sluder on the other part of said land; took possession of the same in the month of June, 1803.

The Board ordered that the case be postponed for consideration.

EDWIN LEWIS's case, No. 91 on the docket of the Board, and No. 21 on the books of the Register.

Claim.—A right of pre-emption of four hundred acres, as assignee and legal representative of William Green, under the third section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the following words and figures, to wit:

To the Commissioners appointed in pursuance of the act of Congress, passed the 3d day of March, 1803, for receiving and adjusting the claims to lands south of Tennessee, and east of Pearl river.

WASHINGTON COUNTY, M. TERRITORY, February 22, 1804.

Please to take notice that the following tract of land, situated on Tawler's bayou or creek, above Fulsom's creek, butting and bounded as follows: By a line commencing at a water oak, at the mouth of Fulsom's creek, on the bank of Tawler; thence, up the said Fulsom's creek, about south, sixty degrees east, fifty-eight chains, to a corner white pine, on the south side of said creek; thence, south, seven degrees west, seventy chains, to a corner hickory; thence, north, eighty-three degrees west, fifty chains, to a corner stake; thence, north, seven degrees east, to the first mentioned water oak or beginning; having such marks, natural and artificial, as are represented in the plot annexed, containing four hundred acres: is claimed by Edwin Lewis, as the legal representative of William Green, under and by virtue of occupancy, he, the said William Green, having settled the same in January, 1802, and did likewise inhabit and cultivate the tract herein specified on the 3d day of March, 1803, agreeable to an act of Congress, entitled an Act, &c.; and the said William Green did, on the 7th day of June, 1803, assign a deed of conveyance of his right unto the said Edwin Lewis, and likewise two depositions on the sixth day of August, (of the same date,) and the said Edwin had, a long time previous to those assignments, agreed with the said William Green, for a part of the said premises; and the same does not appear to be claimed by any of the preceding provisions of the act, and no part thereof was inhabited and cultivated, at that time required by the said act, by any other person, and now exhibited unto the Register of the Land Office east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to the plot hereto fixed, &c.

EDWIN LEWIS.

[Plot omitted.]

Surveyed, 15th of February, 1804, by Robert Ligon.

Entered in record of claims, vol. 1, page 55, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

The claimant exhibited a deed from William Green, dated the 7th day of June, 1803, conveying to Edwin Lewis all the said Green's right, title, and claim to the said tract of land and the improvements thereon.

John Pickering was presented as a witness, and, being duly sworn and interrogated by the Board, deposed, that he had no interest in the establishment of this claim; that William Green entered upon the land, now claimed by Edwin Lewis, as his legal representative, in the month of January, 1802, erected a house, cleared and fenced a few acres, and raised a crop that year; that he continued to live on and cultivate the same land until the fall of the year 1803, and raised a crop thereon in the summer of the same year; that the said Green was, on the 3d of March, 1803, more than twenty-one years of age, and the head of a family.

The Board ordered that the case be postponed for consideration.

JAMES CALLIER, representative of Bryant and Snellgrove; case commenced in page 651.

Richard Smith Bryant was produced as a witness, and, being duly sworn and interrogated by the Board, he deposed, that he had no interest in this claim; that, on the 4th of June, 1803, he was present when Henry Snellgrove agreed to convey to James Callier, Esquire, his improvement and all his right to the land now in question, and when he did actually convey the same by an instrument under his hand, to which he, the deponent, subscribed as a witness; that, according to his understanding, the transaction was fair and *bonâ fide*.

The Board ordered that the case be postponed for consideration.

NATHAN BLACKWELL's case, commenced in page 643.

William Gilliam, surveyor, was presented as a witness, and, being duly sworn, deposed, that this plot is truly and correctly made, to the best of his knowledge and belief; that Francis Boykin's line, as it is now surveyed, takes nine poles and twenty links upon the lower or southwardly side of the present claim; that he, the witness, had surveyed and measured the lands claimed by said Boykin, and found that the survey of said Boykin includes more than his quantity of acres, to the amount of this interference; that he knew of no other claim that interfered with this plot.

The Board ordered that the case be postponed for consideration.

Adjourned until Tuesday the 27th instant.

TUESDAY, March 27, 1804.

The Board met according to adjournment. Present: Ephraim Kirby, Robert C. Nicholas.

BENJAMIN HARRISON's case, No. 92 on the docket of the Board, and No. 168 on the books of the Register.

Claim.—A donation of three hundred and seventy-eight acres, as assignee and legal representative of Jacob Miller, under the second section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the following words and figures, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d of March, 1803, for receiving and adjusting of claims to lands south of Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situated on the west side of Tombigbee, in the county of Washington, beginning at Thomas Goodwin's stake corner, and runs, north, sixty-five degrees east, eighty chains thirty links, to Ryan's upper corner; thence, south, sixty degrees east, eighty-three chains, to a sweet bay corner; thence, north, forty-two degrees east, three chains, to a sweet gum corner on Ryan's lake; thence, down Ryan's lake to Thomas Goodwin's elm corner, nineteen chains; thence, south, forty degrees west, eleven chains, to a hornbeam; thence, north, thirty degrees west, one hundred and eight chains, to the beginning; containing three hundred and seventy-eight acres, having such shape, form, and marks, both natural and artificial, as are represented in the plot annexed: is claimed by Benjamin Harrison, legal representative of John Acworth, attorney in fact for Jacob Miller, in and by virtue of the second section of the said act, as a donation, as is now exhibited to the Register of the Land Office, to be recorded as directed by said act. To all which he begs leave to refer, as also to a copy of the plot herewith filed.

BENJAMIN HARRISON,

Representative of John Acworth, Attorney for Jacob Miller.

MARCH 27, 1804.

[Plot omitted.]

Surveyed, 20th February, 1804, by William Gilliam. Chain carriers, Thomas Goodwin and Hezekiah Carter.

Entered in record of claims, vol. 1, page 502, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

The claimant exhibited sundry legal deeds of conveyance, duly executed and on file, by virtue of which all the right and title which the said Jacob Miller had to the said tract of land and the improvements made thereon, became vested in the said Benjamin Harrison; in consequence of which, he obtained and now holds the possession of the premises.

Jordan Morgan was presented as a witness, and, being duly sworn and interrogated by the Board, deposed, that, in the month of October, 1797, Jacob Miller, the person under whom Benjamin Harrison claims the land now in

question, did inhabit and cultivate the same; that he had a cabin and some small improvements; that he continued until some time in the year following, when he sold his improvements and possession to John James, who entered into the possession of the same, and continued some time; then sold his improvement to the deponent; that he entered into possession, and raised one crop on the land, then sold his right to Shered Hatley, who also entered into the possession, and there continued until he sold to Joseph Jackson, who took possession and continued there until he sold to Benjamin Harrison, the present claimant; that he entered into the possession, and had continued therein ever since; that, at the time when he, the deponent, saw Jacob Miller in possession of the premises, in the year 1797, he was a married man, as was John James to whom he sold.

William Gilliam, surveyor, was produced as a witness, and, being duly sworn, deposed, that the plot now before the Board was truly and correctly made, according to the best of his knowledge and belief; that the house and improvements of the claimant were within the plot, and that he knew of no interfering claim or claims.

The Board ordered that the case be postponed for consideration.

WILLIAM GILLIAM's case, No. 93 on the docket of the Board, and No. 127 on the books of the Register.

Claim.—A right of pre-emption of one hundred and two acres, as assignee and legal representative of John Clark, under the third section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the following words and figures, viz:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d of March, 1803, for receiving and adjusting claims to lands south of Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situated on Sunflower creek, on the west side of Tombigbee river, in the county of Washington, beginning at a pine corner, running south, seven degrees east, forty chains, to a lightwood stake; thence, south, sixty-five degrees west, thirty-four chains, to a pine corner; thence, north, seven degrees west, twenty chains, to a pine corner on the creek; thence, north, forty degrees east, forty-five chains, to the beginning; containing one hundred and two acres, and hath such forms and marks, both natural and artificial, as are fully represented in the plot annexed: is claimed by William Gilliam, legal representative of John Clark, in and by virtue of the third section of the said act, as a pre-emption, and is now exhibited to the Register of the Land Office established east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to a copy of the plot herewith filed.

MARCH 26, 1804.

WILLIAM GILLIAM.

[Plot omitted.]

Surveyed, March 13, 1804, by William Gilliam. Chain carriers, James Leonard and Hardy Wootton.

Entered in record of claims, vol. 1, page 447, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

The claimant exhibited a deed of conveyance from John Clark, dated 18th February, 1803, assigning to the said Gilliam all the said Clark's right and claim to said tract of land and the improvements made thereon.

The said Leonard and Wootton, chain carriers for the survey in this case, were sworn before William H. Hargrave, Esq. Justice of Peace.

Solomon Wheat and Hardy Wootton were presented as witnesses, and, being duly sworn and interrogated by the Board, they both testified, that they were not interested in this claim; that the land now claimed by William Gilliam was settled and cultivated by John Clark, in the year 1802; that Clark sold his possession to the present claimant; that he moved his family on to the land, and raised a crop there in the summer of 1803; that they could not positively say whether he resided there on the 3d March, 1803; that he was, at that time, the head of a family.

The Board ordered that the case be postponed for consideration.

JORDAN MORGAN's case, No. 94 on the docket of the Board, and No. 128 on the books of the Register.

Claim.—A donation of six hundred and thirty-eight acres, under the second section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the following words and figures, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting claims to land south of the Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situated on the Sunflower lake, on the west side of Tombigbee, in the county of Washington, beginning at a sassafras corner, on Perkins's line, thence, south, twenty degrees west, sixty-two chains, to a white oak corner; then, due west, ninety-four chains, to a stake on James Denley's line; thence, south, ten degrees east, fifty-eight chains, to a black oak corner on James Denley's line; thence, west, one hundred and twenty-six chains, to the beginning; and hath such forms and marks, both natural and artificial, as are fully represented in the plot annexed, containing six hundred and thirty-eight acres: is claimed by Jordan Morgan, in and by virtue of the second section of the said act, as a donation; and is now exhibited to the Register of the Land Office established east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to a copy of the plot herewith filed.

JORDAN MORGAN, his x mark.

MARCH 26, 1804.

[Plot omitted.]

Chain carriers, Wiley Roberts and Hardy Wootton.

Entered in record of claims, vol. 1, page 449, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

The above named chain carriers were sworn before William H. Hargrave, Esquire, Justice of the Peace.

Solomon Wheat and Thomas Wheat were presented as witnesses, and, being duly sworn and interrogated by the Board, they both deposed, that they were not interested in this claim.

The said Thomas testified, that, in the year 1798, the present claimant, Jordan Morgan, having married his daughter, he agreed to give him half of his improvements where he then lived, which was upon the land now claimed by said Morgan; that he entered upon the same land that year, and cultivated from twelve to fifteen acres in corn; that he afterwards relinquished to Morgan the whole improvements; that he lived there about three years from the time when he first came; and that he was, when he first entered upon said land, above twenty-one years of age, and a married man.

Question by the claimant. Do you remember that you assisted me to haul my house and to haul rails, when I first came to the land, and at what time of the year was it?

Answer. I do remember it, and it was in the spring season; but I cannot name the exact time.

The said Solomon testified, that, in the spring, or the first part of the summer, of 1798, Jordan Morgan, the present claimant, entered, with his family, upon the land by him now claimed, and raised a crop that year; that he has been off and on several times since, and had raised crops; that he, the deponent, was not able to ascertain, with precision, the years when he was off or on; that, at the time when he first went into the possession of said land, he was above twenty-one years of age, and a married man.

William Gilliam, surveyor, was presented as a witness, and, being duly sworn, he deposed, that the plot of the land claimed, which is now before the Board, was truly and correctly made, according to the best of his knowledge and belief; that it included the buildings and cultivation of the claimant; that he knew of no interfering lines or claims of any kind; that this tract was bounded on three sides by the lines of other claimants.

The Board ordered that the case be postponed for consideration.

JAMES CALLIER's case, No. 95 on the docket of the Board, and No. 160 on the books of the Register.

Claim.—A donation of six hundred and forty acres, as assignee and legal representative of Isabella Trouillet, the wife of Joseph Campbell, under the second section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the following words and figures, to wit:

To the Commissioners appointed in pursuance of an act of Congress passed the 3d day of March, 1803, for receiving and adjusting claims to land south of the Tennessee river, and east of the Pearl river.

Please to take notice, that the following tract of land, lying west of the Mobile river, bounded eastwardly by the said river, and on all other sides by vacant lands, is claimed by James Callier, legal representative of Isabella Trouillet, at present the wife of Joseph Campbell; the said land having been settled in the year 1795, by the said Isabella Trouillet, who has occupied the same down to the present day, under and by virtue of the second section of the above mentioned act of Congress, for granting donation lands. To all which he begs leave to refer, as also to a copy of the plot now delivered to the Register of the Land Office, to be established east of Pearl river, which said plot is herewith filed.

JAMES CALLIER.

FORT STODDERT, March 27, 1804.

[Plot omitted.]

Surveyed 22d March, 1804, by James Gordon. Chain bearers, William Weathers, Joseph Edmonson.

Entered in record of claims, vol. —, page —, by EDWARD LLOYD WAILES, for
JOSEPH CHAMBERS, Register.

The claimant produced a deed of conveyance from Joseph Campbell, bearing date 20th of October, 1802, duly executed, conveying to the said Callier all the said Campbell's right and title to said tract of land.

Doctor John Chastang was presented as a witness, and, being duly sworn and interrogated by the Board, he deposed, that he had no interest in this claim; that, in the years 1796, 1797, and 1798, and, as he believed, in the year 1799, Isabella Trouillet, then the widow of Peter Trouillet, had a number of negroes living upon and cultivating the land now in question; that Madam Trouillet resided, at that time, in Mobile.

The Board ordered that the case be postponed for consideration.

JOSEPH CHASTANG's case, No. 96 on the docket of the Board, and No. 135 on the books of the Register.

Claim.—A donation of six hundred and thirty-nine acres and eight-tenths of an acre, under the second section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the following words and figures, to wit:

To the Commissioners appointed in pursuance of an act of Congress passed the 3d day of March, 1803, for receiving and adjusting claims to land south of the Tennessee and east of the Pearl river.

Please to take notice, that the following tract of land, lying on the west side of the Mobile river, butting and bounding as follows, viz: beginning at a stake at Simon Andry's fence, on the bank of the said river, running north, sixty-two degrees west, ninety-nine chains, to a pine; thence, south, four degrees west, ninety-seven chains, to a stake; thence, due east, ninety-one chains and sixty links, to a red oak on the bank of the river; thence, up the meanders, to the beginning, on a straight line, fifty-one chains; bounded westwardly on vacant land, northwardly by Charlotte Herau's land, and eastwardly by the Mobile river: is claimed by Joseph Chastang, under and by virtue of the second section of the above mentioned act of Congress, for granting donation land. To all which he begs leave to refer; also, to the copy of the plot now delivered to the Register of the Land Office to be established east of Pearl river, which plot is herewith filed.

JOSEPH CHASTANG.

FORT STODDERT, March 26, 1804.

[Plot omitted.]

Surveyed March 24, 1804, by James Gordon. Chain bearers, Gabriel Tissrah, William Weathers.

Entered in record of claims, vol. 1, page 459, by EDWARD LLOYD WAILES, for
JOSEPH CHAMBERS, Register.

Joseph Chastang appeared before the Board, and, on solemn oath, declared; that Simon Andry, of the county of Washington, is (as he believes) a material witness in his case, now pending before the Board, wherein he claims a donation of six hundred and thirty-nine acres and eight-tenths of an acre; and that the said Simon Andry is now confined to his bed by severe sickness, and in such state of health that it is not practicable to have him personally before said Board to give his testimony in the premises.

Whereupon, it is ordered by the Board, that the testimony of the above named witness may be taken in said case, before any lawful magistrate of said county (who is disinterested in said case,) being certified to the Board in due form of law.

Attest: DAVID PARMELEE 2d, Clerk.

John Chastang, Esquire, was presented as a witness, and, being duly sworn and interrogated by the Board, he deposed, that in the year 1766 or 1767, Joseph Chastang, the present claimant, purchased the lands now in question, and went immediately into the possession and cultivation of the same, and continued there until the country was taken from the English by the Spaniards, when the Indians became so troublesome and dangerous that he was obliged to move down to Mobile; that when he, the deponent, came on to his plantation (which was near by the claimant's) in October, 1796, he found one of the sons of the present claimant, on his plantation, with his negroes, conducting his business as overseer; that he believed that one of the claimant's sons was there, with the negroes, as overseer, until the year 1798, when the said Joseph Chastang returned to his plantation now claimed, and had lived there ever since; that the present claimant was near sixty years of age in the year 1797.

Question. You say that this claimant purchased the lands now claimed in the year 1766 or 1767, and has ever since possessed the same; why does he not claim the lands by virtue of that title?

Answer. I have understood that the Indians burnt several of his houses, in one of which were his title papers, and thereby it has become impossible for him to produce this written evidence of his title.

The Board ordered that the case be postponed for consideration.

THOMAS GOODWIN's case, No. 97 on the docket of the Board, and No. 130 on the books of the Register.

Claim.—A donation of three hundred and seventy-four acres, as assignee and legal representative of Hiram Moulter, under the second section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the words and figures following, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting claims to lands south of Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situated on Ryan's lake, on the west side of Tombigbee river, in the county of Washington, beginning at Wheat's pine corner, and running thence, north, sixty degrees east, eighteen chains, to a lightwood stake; thence, south, thirty degrees east, one hundred and eight chains, to a hornbeam; thence, north, sixty degrees east, forty chains and fifty links, to a hornbeam on Ryan's lake; thence, south, twenty-seven degrees east, forty chains, to a red oak; thence, south, sixty degrees west, twenty-eight chains, to a sweet gum; thence, north, fifty-six degrees west, forty chains, to Wheat's white oak corner; thence, with a straight line, to the beginning; and hath such forms and marks, both natural and artificial, as are fully represented in the plot annexed, containing three hundred and seventy-four acres: is claimed by Thomas Goodwin, as legal representative of Hiram Moulner, in and by virtue of a donation claim, and is now exhibited to the Register of the Land Office, east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to the copy of the plot herewith filed.

MARCH 24, 1804.

[Plot omitted.]

Chain carriers, Hezekiah Carter and Ambrose Miles.

Entered in record of claims, vol. 1, page 451, by EDWARD LLOYD WAILES, for
JOSEPH CHAMBERS, Register.

The said chain carriers for the preceding survey were sworn before William H. Hargrave, Esquire, Justice of the Peace.

The claimant produced a deed of conveyance from John Wheat, dated the 13th day of July, 1803; conveying to the said Thomas Goodwin, all the said Wheat's right and claim to the said tract of land, and the improvements made thereon.

Jordan Morgan was presented as a witness, and, being duly sworn and interrogated by the Board, deposed, that he was not interested in this claim; that, in the year 1797, he passed across this land, and found an improvement there, which he understood was made by Hiram Moulner; that, in the year 1798, Hiram Moulner exchanged his possession and improvement on this land, for the possession and improvement of Hezekiah and Solomon Wheat, on another tract; that two or three improvements were made in different parts of the tract, given up by Moulner to the Wheats; that the Wheats being brothers, made a partition of the land among themselves; that the land now in question is a part of the original tract, which was claimed by virtue of the settlement and improvement of Hiram Moulner; that Thomas Goodwin, the present claimant, then lived on one of those improvements; that Frederick Smith performed labor at the same place in the year 1798, and raised a crop there in the year 1790; and the same year sold his labor and improvement to John Wheat, a brother of Solomon and Hezekiah; that, whether Smith improved there by the consent of the Wheats or not, he, the deponent, could not be positive; though he presumed, it was by consent, as Smith was a connexion of the family by marriage, and lived in the house with them during that time; that Hiram Moulner was upwards of twenty-one years of age in the year 1797.

William Gilliam, surveyor, and Solomon Wheat, were produced as witnesses, and, being duly sworn, the said Wheat deposed, that Hiram Moulner had made some improvements on the land, now claimed by Thomas Goodwin, before the exchange took place, as mentioned by the last witness; that Smith had also begun to labor there in the year 1798, before Solomon and Hezekiah Wheat entered into possession; that, after they came into possession, they agreed with Smith upon a partition line, between the improvements where Smith was at work and the improvements where Moulner lived, which line was truly represented by the plot then before the Board; that Smith afterwards sold his improvements and possession to John Wheat, as he, the deponent, had heard them say; that John Wheat sold to Thomas Goodwin, as he had heard them both say; that he knew that Goodwin took possession, and had since continued to live at the same place.

The said Gilliam testified, that the plot of the land claimed by Thomas Goodwin, then before the Board, was truly and correctly made, according to the best of his knowledge and belief; that he knew of no interfering claims of any kind; that the irregular shape of this survey was occasioned by the lines of adjoining claimants.

The Board ordered that the case be postponed for consideration.

WILLIAM WILLIAMS's case, No. 98 on the docket of the Board, and No. 46 on the books of the Register.

Claim.—A right of pre-emption of one hundred and one acres, three roods, and twenty-seven poles, under the third section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the following words and figures, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting the claims to lands south of the Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situated on the west side of Tombigbee, butted on the same, bounded on the southwest and southeast by vacant land, and on the northeast by George Robbins; beginning on a cotton tree, and runs south, fifty-six degrees west, thirty-one chains, to a white oak; thence, south, twenty-five degrees east, at twenty-five chains crossing a small branch; in all, sixty chains twenty-seven links, to a stake with two wahoos, a hickory, and dogwood pointers; thence, north, sixty degrees east, twenty chains and fifty links, with Robbins's line to his corner, a large sycamore on the river bank; thence, the meanders of the river, to the beginning; having such marks, natural and artificial, as are represented in the plot annexed; containing one hundred and one acres, three roods, and twenty-seven poles: is claimed by William Williams, under and by virtue of a settlement bearing date the 20th day of February, 1803, and now exhibited unto the Register of the Land Office east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to the copy of the plot herewith filed.

WILLIAM WILLIAMS.

[Plot omitted.]

Chain carriers, Henry Nail, Edward Williams. Surveyed 28th February, 1804, by J. Malone.

Entered in record of claims, vol. 1, page 119, by EDWARD LLOYD WAILES, for
JOSEPH CHAMBERS, Register.

Richard Hawkins and Edward Williams were produced as witnesses, and, being duly sworn and interrogated by the Board, they both deposed, that they had no interest in the establishment of this claim; that William Williams, the present claimant, did inhabit and cultivate the land by him claimed before and on the 3d of March, 1803, and raised a crop thereon in the summer following; and that he was, on the 3d of March, 1803, an aged man, and the head of a family.

The Board ordered that the case be postponed for consideration.

JAMES HUCKABY's case, No. 99 on the docket of the Board, and No. 110 on the books of the Register.

Claim.—A right of pre-emption of four hundred and sixty-seven acres, as assignee and legal representative of Matthew Robinson, under the third section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the following words and figures, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting claims to land south of Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situated on the south side of Tawler creek, in the county of Washington, beginning at a stake on said creek, running east eighty chains, to a poplar corner; thence, north, fifty-three chains, to a chestnut; thence, north, forty-five degrees west, thirty-five chains, to a hackberry on said creek; thence, up said creek, to the beginning; and hath such forms and marks, both natural and artificial, as are fully represented in the plot annexed; containing four hundred and sixty-seven acres: is claimed by James Huckaby, legal representative of Matthew Robinson, in and by virtue of the third section of the above recited act, as a pre-emption; and is now exhibited to the Register of the Land Office, established east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to a copy of the plot herewith filed.

MARCH 27, 1804.

WILLIAM COLEMAN, for
JAMES HUCKABY, representative of Matthew Robinson.

[Plot omitted.]

Surveyed 4th March, 1804, by Thomas Bilbo. Chain carriers, Reuben Westmoreland, Richard Smith Bryan. Entered in record of claims, vol. 1, page 344, by EDWARD LLOYD WAILES, for JOSEPH CHAMBERS, Register.

The said chain carriers were sworn before William Pierce and Joseph Thompson, Justices of the Peace.

The claimant exhibited a deed from Matthew Robinson, dated 22d January, 1803, conveying to the said James Huckaby all the said Robinson's right to said tract of land and the improvements made thereon.

Richard Smith Bryan and William Coleman were presented as witnesses, and, being duly sworn and interrogated by the Board, they both deposed, that they were not interested in this claim; that, in the latter part of the year 1801, Matthew Robinson commenced to improve upon the land claimed by James Huckaby, and live there with his family through the year 1802, and raised a crop that year; that he afterwards sold his improvements to James Huckaby; that he continued to live on the land, by the consent of Huckaby, some time after, but whether the said Robinson or the said Huckaby lived there on the 3d of March, 1803, they, the witnesses, could not be positively certain; but were certain that, when Robinson moved off, Huckaby moved on to the land, and did cultivate and raise a crop thereon, in the summer of the year 1803; and that both Robinson and Huckaby were heads of families on the 3d of March, 1803.

The Board ordered that the case be postponed for consideration.

NICHOLAS PERKINS, representative of Thomas Wheat; case commenced in page 690.

John Baker was produced as a witness, and, being duly sworn and interrogated by the Board, deposed, that he had no interest in this claim; that Thomas Wheat, the person under whom the present claim is made, was an old inhabitant of this county; that, on the 27th day of October, 1795, and before and since, until lately, the said Thomas Wheat did inhabit and cultivate the land then in question; that, on the 22d of October, 1797, the said Thomas Wheat was more than twenty-one years of age, and the head of a family.

Thomas Wheat and William Gilliam, surveyor, were produced as witnesses, and, being duly sworn, the said Gilliam deposed, that the plot before the Board was made by him; that it was true and correct, according to his best knowledge and belief; that he knew of no interfering claims.

The said Wheat testified, that he did sell and convey his title to the land now claimed to Nicholas Perkins, the present claimant; that the instrument of conveyance, now produced to the Board, was his free act and deed for that purpose.

Jordan Morgan and Hezekiah Carter, chain carriers for the survey in this case, and also for the survey in the said Perkins's case, commenced in page 691, were sworn before William H. Hargrave, Esq. Justice of the Peace.

The Board ordered that the case be postponed for consideration.

JOHN WAMACK's case, No. 100 on the docket of the Board, and No. 147 on the books of the Register.

Claim.—A right of pre-emption of two hundred and forty acres, under the third section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the following words and figures, to wit:

To the Commissioners appointed in pursuance of an act of Congress passed the 3d day of March, 1803, for receiving and adjusting claims to lands south of the Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situated on the west side of the river Tombigbee, beginning at a large pine, and runs south, sixty-two degrees west, crossing a small branch at six chains and fifty links, forty chains, to a stake; thence, north, twenty-eight degrees west, sixty chains, to a black jack corner; thence, north, sixty-two degrees east, forty chains, to a stake, and from thence to the beginning; containing two hundred and forty acres: is claimed by John Wamack, under and by virtue of the third section of the above recited act of Congress; is now exhibited to the Register of the Land Office, established east of Pearl river, for the purpose of being recorded as directed by the above recited act. To all which he begs leave to refer, as also to the plot herewith filed.

JOHN WAMACK.

MARCH 26, 1804.

[Plot omitted.]

Surveyed 18th February, 1804, by J. Malone. Chain carriers, Peter Cartwright and John Walker.

Entered in record of claims, vol. 1, page 475, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

The said chain carriers for the preceding survey were sworn before William Pierce, Justice of Peace.

Richard S. Bryan and William Coleman were produced as witnesses, and, being duly sworn and interrogated by the Board, they deposed, that they were in no way interested in the establishment of this claim.

The said Coleman further testified, that, in July, 1802, he was at the house of John Wamack, the present claimant, on the lands which are now by him claimed; that he then had considerable land in cultivation; that he, said Coleman, then went into Georgia, and returned in the month of May, 1803, and found the said Wamack still there inhabiting and cultivating; that he continues there still; and that he very believed that Wamack was there on the 3d of March, 1803; that he was, at that time, more than twenty-one years of age, and the head of a family.

Question by the claimant's attorney. What is the state of John Wamack's improvements on the land by him now claimed?

Answer. I suppose that he has between thirty and forty acres under cultivation.

The said Bryan testified, that he was at the house of John Wamack, the present claimant, on the land now by him claimed, the last of February, or the 1st of March, 1803; that he then lived there with his family; had considerable land in cultivation; that he has ever since continued to live there; and that he was, at that time, more than twenty-one years of age, and the head of a family.

Thomas Malone, surveyor, was presented as a witness, and, being duly sworn, deposed, that the plot then before the Board was truly and correctly made, according to the best of his knowledge and belief; that it includes the house and improvements of the claimant; that he knew of no interfering lines or claims of any kind.

The Board ordered that the case be postponed for consideration.
Adjourned until Wednesday, the 28th instant.

WEDNESDAY, March 28, 1804.

The Board met according to adjournment. Present: Ephraim Kirby, Robert C. Nicholas.

NICHOLAS PERKINS, representative of Daniel Johnson; case commenced in page 691.

James Denley, John Denley, and William H. Hargrave, were presented as witnesses, and, being duly sworn and interrogated by the Board, they all deposed, that they had no interest in this claim.

The said James testified, that Daniel Johnson, in whose right the present claimant appears, deceased about two years before; that he would then have been (if living) upwards of seventy years of age; that he resided in this county in the year 1795, and until the time of his death; that the land in question was, some part of it, under cultivation in the year 1795; but could not say that it was by Daniel Johnson.

The said John testified, that he could not say, with positive certainty, as to the precise time, but knew that, about the year 1795, the land in question was cultivated by the son of Daniel Johnson, deceased; that, before the year 1795, and in that year, and until his death, the said Daniel Johnson did reside in this county, not far from this land, and that he was an aged man at the time of his death.

The said Hargrave testified, that the deed of conveyance, dated the 21st day of September, 1803, under his signature, then before the Board, by which he conveyed all his right and interest in the land now claimed to Nicholas Perkins, Esq. the present claimant, was his free act and deed, and was by him executed and delivered for the purposes therein mentioned.

William Gilliam, surveyor, Hiram Moulner, and John Brewer, were produced as witnesses, and, being duly sworn, the said Gilliam deposed, that, on the 21st of May, 1800, he saw Solomon Johnson execute and deliver a deed to William H. Hargrave, conveying the lands now in question; that he was called and subscribed as a witness; and that he saw Samuel Long also subscribe as a witness to the same instrument; that, upon inspection of the deed of Solomon Johnson, then exhibited in evidence before the Board, he was satisfied that it was the same original instrument to which he subscribed as a witness; that he surveyed, and made the plot then before the Board; that it was correctly made, according to the best of his knowledge and belief; that a small portion of one line could not be measured, by reason of high water, and was laid down by conjecture.

The said Brewer and Moulner both testified, that, from the year 1791, until within about three years past, the land in question has been cultivated by Daniel Johnson, deceased, or for his use.

The Board ordered that the case be postponed for consideration.

NICHOLAS PERKINS, representative of Thomas Wheat; case commenced in page 690.

John Brewer, Esq. and Hiram Moulner were produced as witnesses, and, being duly sworn and interrogated by the Board, they deposed, that they were not interested in this claim; that, before the year 1795, in that year, and until within a short time past, Thomas Wheat, the person in whose right the present claimant appears, did inhabit and cultivate the land in question, and that they believed that said Thomas Wheat was more than twenty-one years of age, and the head of a family on the 22d day of October, 1787.

The Board ordered that the case be postponed for consideration.

JOHN BAKER's two cases; one commenced in page 703, the other in page 704.

George Brewer was produced as a witness in said cases; and, being duly sworn and interrogated by the Board, he testified, that, in the year 1794, he became acquainted with John Baker, the present claimant, at his place of residence, on the lands now in question; that the said Baker had continued to reside and cultivate there ever since.

The Board ordered that these cases be postponed for consideration.

WILLIAM GILLIAM's case, commenced in page 713.

William Hargrave and John Denley were presented as witnesses; and, being sworn and interrogated by the Board, they deposed, that they were not in any way interested in this claim; and the said Hargrave testified, that he was present when John Clark sold his possession and improvement on the land in question, on the 18th of February, 1803; that, by their request, he drew and witnessed a writing which said Clark executed; that, within a few days after, he was present when Clark gave to Gilliam the possession of the place; that Gilliam went there himself, and raised a crop that season, but did not move his family into the house immediately; that Gilliam was, on the 3d of March, 1803, the head of a family.

The said Denley testified, that he was present when John Clark sold his possessions to William Gilliam, and witnessed the writing; that he knew that the possession was peaceably surrendered up by Clark to Gilliam; that Gilliam went to work on the land that spring, and raised a crop thereon the ensuing season; that, in the course of the same spring, he moved into the house, and had there lived ever since.

The Board ordered that the case be postponed for consideration.

EPHRAIM BARKER's case, commenced in page 692.

William Gilliam, surveyor, was presented as witness, and, being duly sworn, deposed, that the plot of the land claimed, then presented to the Board, was correctly made according to the best of his knowledge and belief; that said plot did not include any dwelling-house, as it usually overflowed annually, and was unfit for a dwelling place; that it included the cultivated field of the claimant; that he, Gilliam, knew of no interfering lines or claims.

Question. Is this position such that a family could not reside upon it?

Answer. It is very much surrounded by ponds and lakes. I cannot say how far the health of inhabitants might be affected by that: the annual overflows, I think, would probably sweep a house off if one should be placed there.

The Board ordered that the case be postponed for consideration.

BENJAMIN HARRISON's case, commenced in page 712.

Hiram Moulner was produced as a witness, and, being duly sworn, deposed, that he was not interested in the establishment of this claim; that, in the latter part of the year 1797, Jacob Miller settled upon the land in question, and as he, Moulner, understood, sold it afterwards to one James, who cultivated it in the year 1798; that from James the possession and improvement passed through several persons to Benjamin Harrison, the present claimant, who then lived upon the same; that both Jacob Miller and James were each the head of a family in the year 1797.

The Board ordered that the case be postponed for consideration.

FRANCIS STRINGER's case, commenced in page 676.

John Dunn and Reuben Holleway, chain carriers for the survey in this case, were sworn before John Callier, Esq. Justice of the Peace.

John Callier, Esq. was produced as a witness, and, being duly sworn and interrogated by the Board, deposed, that he had no interest in the establishment of this claim; that, in the month of January, or February, 1795, he assisted Francis Stringer to erect a house on the land which he now claims; that he believed that Stringer got into it with his family in the month of February, and had continued to live and cultivate there ever since, and believed that

he made a crop on the same land in the year 1798: that said Stringer was, at that time, more than twenty-one years of age; and that, according to the best of his recollection, said Stringer did cut his timber or logs for his house in the year 1797.

The Board ordered that the case be postponed for consideration.

NOAH KINNER HUTSON's case, No. 101 on the docket of the Board, and No. 136 on the books of the Register.

Claim.—A donation of two hundred and ninety-seven acres three roods and five polls, as assignee and legal representative of Henry Nail, under the second section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the following words and figures, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting the claims to lands south of the Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situated in Washington county, on the west side Tombigbee, butted on said river, and bounded on the north, by land claimed by Mrs. Ann Lawrence, on the west, by vacant land, and on the south, by the claim of James Callier: beginning at a small sweet gum on the river bank, said Callier's corner, and runs with the river, south, eighty-seven degrees west, fifteen chains; thence, south, eighty-two degrees west, twenty-two chains fifty links; thence, north, eighty-two degrees west, twelve chains fifty links; thence, south, eighty-seven degrees west, nineteen chains; thence, north, eighty-five degrees west, five chains fifty links; thence, north, eighty-seven degrees west, four chains forty links to a sassafras corner, on the river bank; thence, south, thirteen degrees west, forty-four chains fifty links, to a small pine corner; thence, south, fifty-nine degrees east, twenty-six chains, to a stake on James Callier's line; thence, with his line north, forty-eight degrees east, eighty-seven chains, to the beginning: having such marks, natural and artificial, as are represented in the plot annexed, containing two hundred and ninety-seven acres, three roods and five poles; is claimed by Noah Kinner Hutson, legal representative of Henry Nail, under and by virtue of the section of the above recited act, and now exhibited unto the Register of the Land Office, established east of Pearl river, to be recorded as directed by said act, to all which he begs leave to refer, as also to the copy of the plot herewith filed.

NOAH KINNER HUTSON, his \times mark,
Legal representative of Henry Nail.

MARCH 8, 1804.

[Plot omitted.]

Surveyed 23d March, 1804, by J. Malone. Chain carriers, George Hutson and James Whittington.

Entered in record of claims, volume 1, page 460, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

The said chain carriers for the preceding survey were sworn before John Callier, Esq. Justice of the Peace.

John Callier, Esq. and George Brewer were produced as witnesses, and, being duly sworn and interrogated by the Board, they deposed, that they were in no way interested in this claim; and the said Brewer testified, that, in the year 1794, Henry Nail, the person in whose right the present claimant appears, built upon and cultivated the land in question, and continued to live there until the year 1797 or 1798, when he removed off, but kept up the cultivation by means of other people until the year 1801 or 1802; when he sold his possessions and improvements to Noah Kinner Hutson, the present claimant; that he, Brewer, drew the writings for the parties, which, he understood, had since been lost by accident; that, in the year 1797, Henry Nail was the head of a family; that the present claimant had been in possession ever since the purchase which he made of Nail, as aforesaid.

The said Callier testified, that when he came into this country, in the year 1797, he found Henry Nail living on the land in question; that it appeared to be an old possession; that he knew that Nail continued there until the year 1799; that, in the year 1797, Henry Nail had a wife and family of children.

Thomas Malone, surveyor, was presented as a witness, and, being duly sworn, deposed, that he made the plot then before the Board; that, according to his knowledge and belief, it was correct; that it included the dwelling house and improvements of the claimant; that there was an interfering claim; that the line of Mrs. Lawrence run across this plot, near to the house, on the westerly side thereof; that he knew of no other interference.

The Board ordered that the case be postponed for consideration.

SIMON ANDRY's two cases; one commenced in page 682, the other case commences in page 683.

Joseph Chastang was produced as a witness in these two cases, and being duly sworn and interrogated by the Board, deposed, that Simon Andry, the present claimant, was more than fifty years of age; that, before and in the year 1795, the plantation of the said Simon Andry, on the land now claimed, was inhabited and cultivated by his slaves; that the said Andry being an interpreter of the Choctaw language, resided principally in Mobile, but occasionally visited this plantation to inspect the business, &c.; that the cultivation was continued in that manner until the year 1797, when he moved on to the land himself, and had ever since resided there the principal part of the time; that the said two tracts of land, claimed by said Andry, are adjoining and form the said plantation.

The Board ordered that the cases be postponed for consideration.

WILLIAM COLEMAN's case, No. 102 on the docket of the Board, and No. 132 on the books of the Register.

Claim.—A donation of four hundred and ninety-seven acres, two roods, and six poles, as assignee and legal representative of Simon Favre, under the second section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the following words and figures, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting the claims to lands south of the Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situated on the west side Tombigbee, butted on said river, and bounded on the southwest by Stewart's old survey, beginning on the river bank, just above a bayou or branch, at the upper end of the bluff, on which stands Fort St. Stephen's, at a small ironwood, and runs with the old line south, twenty-five degrees west, crossing the bayou at one chain, in all forty-two chains ninety links, to a stake corner, with two red oak pointers on James Griffin's line; thence, on agreed line between the claimant and said Griffin, north, fifty degrees west, eighteen chains eighty-seven links, to a stake corner; thence, an agreed line south, forty degrees west, fifty-five chains, to a pine corner; thence, north, sixty-five degrees west, thirty-four chains, fifty links, to a stake with a hickory and red oak pointers; thence, north, twenty-five degrees east, at fifty-eight chains, a small branch, in all, one hundred and sixteen chains, to a small locust tree on the river bank; thence, the meanders of the river to the beginning, having such marks, natural and artificial, as are represented in the plot annexed, containing four hundred and ninety-seven acres, two roods, and six poles: is claimed by William Coleman, of Washington county, legal representative of Simon Favre, under and by virtue of the second section of the above recited act, and now exhibited unto the Register of the Land Office, established east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to the copy of the plot herewith filed.

WILLIAM COLEMAN,
Legal representative of Simon Favre.

[Plot omitted.]

Surveyed 17th March, 1804, by J. Malone. Chain carriers, Nace Russel, James Griffin, and Dawson Grimes.

The claimant exhibited a deed of conveyance in the words and figures following, to wit:

Sepan quantos esta carta vieren que yo Simon Favre, interprete de Indios en este Puesto, vendo legalmente, a Juan Berry, una cara, y una cerca de penchas, con todas las caranas que existen dentro de la mencionada cerca, sobre la Tierra, de Mon. Esturd, en el Preir de Doscientos Bannu les de malir en Espiga, que derena Vivnanme en el Emban ladeno de este Jueute a la findel mes de Octubre de este presente ano; vasa cuyas condiciones me separo de todo el derecho de propiedad que tengo en dichos edificios, y cedo todo mi derecho en el mencionado Juan Berry, livnandele los citados en el tiempo de la evaquarios de este piesto; y para que conste lo sinmo en el suerte de En. Estevan de Tombeibe, en presencia de los dos testigos, por Francisco Fontanillas y Thomas Price, a los quatro dias del mes de Enero de mil setecientos noventa y nueve anos.

FRAN. FONTANILLAS, THOMAS PRICE.

SIMON FAVRE.

Ante mi,

FERNANDO LESORO.

On the back of which said deed is an assignment in the words and figures following, viz:

I do hereby assign all the within contents to William Coleman, for value received of him, the said Coleman, this 21st September, 1800.

JOHN BERRY.

Attest: LEVIN AINSWORTH, his X mark, THOMAS WILLIAMS.

Entered in record of claims, vol. 1, page 454, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

The said Russel, Griffin, and Grimes, chain carriers for the preceding survey, were sworn before William Pierce, Justice of the Peace.

Francis Stringer, John Callier, and John F. McGrew, were produced as witnesses, and, being duly sworn and interrogated by the Board, they all deposed, that they were not in any way interested in this claim; and the said Stringer and McGrew testified, that, in the latter part of the year 1796, or the first part of the year 1797, Simon Favre entered into the possession and improvement of the land now claimed by William Coleman, as his legal representative; that said Favre continued to reside on and cultivate the same land, raised crops annually until after the Spaniards had evacuated that part of the Mississippi territory, in the spring of the year 1799; and that, in the year 1797, the said Favre was the head of a family.

The said Callier testified, that he saw Simon Favre living on the land in question, in the year 1797; that he then had a good crop of corn which had grown thereon that year; that he, Callier, went into Georgia and returned in June 1799, and that said Simon Favre had removed with his family out of the country; and he understood, that Favre sold his possession and improvement to John Berry, who raised a crop on that land in the year 1800; that Berry afterwards sold to William Coleman, the present claimant, as he had heard both the parties declare.

The Board ordered that the case be postponed for consideration.

FIGURES LEWIS'S case, commenced in page 659.

William Gilliam, surveyor, was presented as a witness, and, being duly sworn, deposed, that the plot then presented was correctly and truly made, according to the best of his knowledge and belief; that it included the dwelling house and improvements of the claimant; that, from information, he understood that George Brewer had surveyed Sullivan's island, and crossed and included the whole of that survey, except a small corner.

Thomas Sullivan was produced as a witness, and, being duly sworn and interrogated by the Board, testified, that he was in no way interested in this claim; that near about the 15th of February, 1803, Figures Lewis entered upon the land then claimed, and set two negroes to work on the same; that said Lewis lived at another place, but was there every two or three days superintending his business; that his work was continued until he moved there with his family in the spring season following; that, on the 3d of March, 1803, his work was progressing, one small house was then finished, and two others partly done; that said Lewis had continued to live there ever since he moved on in the spring, 1803.

The Board ordered that the case be postponed for consideration.

DANIEL JOHNSON'S case, commenced in page 678.

Bridget Burk was produced as a witness, and, being duly sworn and interrogated by the Board, deposed, that she was frequently in the family of the present claimant's father in the year 1795; that she then understood from the family, that Daniel Johnson, the present claimant, was more than twenty-one years of age; that she lived in the family in the year 1796, and always understood the same thing; that, in the year 1796, Daniel Johnson lived with his father, but carried on business by himself; that he used to go out to work with his men, which she understood to be upon the land now claimed, but could not say positively that it was upon the land.

The Board ordered that the case be postponed for consideration.

DANIEL JOHNSON'S case, No. 103 on the docket of the Board, and No. 83 on the books of the Register.

Claim.—A donation of six hundred and forty acres, as legal representative of William Burk, under the second section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the following words and figures, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting claims to lands south of Tennessee, and east of Pearl river.

MARCH 26, 1804.

Please to take notice, that the following tract of land, situated on the west side of Tombigbee river, in the county of Washington, beginning at a water oak, running thence, north, one hundred and forty-three chains forty-six links, to a red oak corner; thence, north, eighty-one chains twenty-five links, to a corner stake; thence, east, forty-two chains and forty-six links, to a water oak on the Three River lake; thence, down the meanders of said lake, to the beginning; containing six hundred and forty acres, and bath such forins and marks, both natural and artificial, as are fully represented in the plot annexed: is claimed by Daniel Johnson, legal representative of William Burk, in and by virtue of a deed of conveyance from William Burk to the widow Elizabeth McKim, and from the widow E. McKim to said D. Johnson, and is now exhibited to the Register of the Land Office established east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to a copy of the plot herewith filed.

[Plot omitted.]

Surveyed 22d March, 1804, by John Dease. Chain bearers, James Dean, Amos Reed.

Entered in record of claims, vol. 1, page 239, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

The claimant exhibited a deed from Elizabeth McKim, bearing date the 3d of September, 1803, duly executed, conveying to the said Daniel Johnson all the said Elizabeth's right and claim to the said tract of land, and the improvements made thereon.

Ephraim Barker and Bridget Burk were produced as witnesses, and, being duly sworn and interrogated by the Board, they deposed, that they were not interested in the establishment of this claim.

The said Burk testified, that, in the year 1797, William Burk, now deceased, then the husband of the witness, commenced the improvement of the land in question, by clearing a little land, preparing for a garden, planting some fruit trees, &c. and moved on with the family in the month of January or February, 1798, and raised a crop on the land that year; that in the last part of the same year, he sold his possession and improvement to the widow Elizabeth McKim, who took possession, and continued to inhabit and cultivate the same until last year, except one year that she rented it.

The said Barker testified, that, in the year 1797, William Burk began his improvements on the land now in question, by building a smoke house, and beginning his dwelling house, &c.; that he moved his family on in the year 1798; that he, Barker, saw that year a crop of corn growing there; that Burk was a married man in the year 1797.

The Board ordered that the case be postponed for consideration.

SOLOMON BOYKIN's case, No. 104 on the docket of the Board, and No. 153 on the books of the Register.

Claim.—A right of pre-emption of five hundred and two acres, as assignee and legal representative of Elizabeth Reed, under the third section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the following words and figures, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting claims to land south of the Tennessee, and east of Pearl river.

MARCH 28, 1804.

Please to take notice, that the following tract of land, situated on the waters of Bassett's creek, on the west side of Tombigbee, in the county of Washington, beginning at sweet gum, on a lake; thence, with the lake, to a sweet gum; thence, north, sixty-seven degrees west, eighty-three chains, to a post oak corner; thence, south, twenty-three degrees west, eighty-two chains, to a black gum, on Bassett's creek; thence, with the said creek, to the beginning, and hath such marks and forms, both natural and artificial, as are fully represented in the plot annexed, containing five hundred and two acres: is claimed by Solomon Boykin, legal representative of Elizabeth Reed, in and by virtue of the third section of the said act, as a pre-emption; and is now exhibited to the Register of the Land Office established east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to a copy of the plot herewith filed.

SOLOMON BOYKIN,

Legal representative of Elizabeth Reed.

[Plot omitted.]

Surveyed 7th of March, 1804, by Robert Ligon.

Entered in record of claims, vol. 1, page 482, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

Kinchen Boykin and John Smith, chain carriers for the preceding survey, were sworn before John Callier, Esq. Justice of Peace.

Robert Ligon and Francis Boykin were presented as witnesses, and, being duly sworn and interrogated by the Board, they deposed, that they were not interested in this claim; that, in the year 1802, Robert House inhabited and improved the land in question, and that he sold his possession and improvement to the widow Elizabeth Reed, who went into possession, and continued there, from the spring of the year 1803, until about the month of December, 1803, when she relinquished her claim to House, not being able to pay him the purchase money; that, during the time that she lived there, in the spring and summer of 1803, she cultivated a small garden for family purposes, which was the only cultivation she had on the land; that, when she relinquished and left the place, House sold it to the present claimant, who immediately went into possession, and has continued in possession ever since; that Elizabeth Reed was more than twenty-one years of age on the 3d of March, 1803.

The said Ligon further testified, that he knew that Elizabeth Reed was in possession of the premises before and on the 3d of March, 1803; that the plot of the land claimed was made by him; that it was accurately laid down according to the best of his knowledge and belief; that he knew of no interfering lines or claims.

The Board ordered that the case be postponed for consideration.

Adjourned until Thursday, the 29th instant.

THURSDAY, March 29, 1804.

The Board met according to adjournment. Present: Ephraim Kirby, Robert C. Nicholas, Joseph Chambers.

EDNA BILBO, administratrix of Matthew Bilbo, deceased, case No. 105 on the docket of the Board, and No. 131 on the books of the Register.

Claim.—A donation of four hundred and one acres, under the ——— section of the act.

The claimant presented her claim, together with a surveyor's plot of the land claimed, in the following words and figures, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting claims to lands south of Tennessee, and east of Pearl river.

MARCH 29, 1804.

Please to take notice, that the following tract of land, lying on an island called Bilbo's island, in the county of Washington, beginning at the most northernmost part of the island, and running down the eastward river to the confluence of the same; thence, up the southwest river, to the confluence of the creek known by the name of Bilbo's creek; thence, northwardly, to the beginning, containing four hundred and one acres, having such shape, form, and marks, natural and artificial, as are represented in the plot annexed, is claimed by Edna Bilbo, for the heirs of Matthew Bilbo, and now exhibited to the Register of the Land Office east of Pearl river, to be recorded as directed by said act. To all which she begs leave to refer.

EDNA BILBO,

For the heirs of Matthew Bilbo.

[Plot omitted.]

Surveyed 16th March, 1804, by Robert Ligon. Chain carriers, George Farrar and Cornelius Rain.

Entered in record of claims, vol. 1, page 452, by EDW. LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

The chain carriers above named were sworn before Figures Lewis, Esq. Justice of Peace.

The claimant produced letters of administration granted to her, and duly authenticated, bearing date 8th of April, 1804.

John Callier and Cornelius Rain were presented as witnesses, and, being duly sworn and interrogated, they deposed, that they had no interest, nor did they expect any, in this claim.

The said Callier testified, that Matthew Bilbo came to this county with him, in the winter of the year 1797, and, as he, Callier, believed, cultivated the land in question, in the year 1798, and continued to cultivate the same until

his death; that his wife had cultivated the same ever since; that the land, being low ground, was subject to be inundated, and therefore not suitable to build and live upon; that Matthew Bilbo built his dwelling house on the high land near the same, and that he was, in the year 1797, the head of a family.

The said Rain testified the same, as did said Callier, excepting the words "with him," which words Rain omitted. Robert Ligon, surveyor, was presented as a witness, and, being duly sworn, deposed, that he surveyed the land then in question, and made the plot exhibited to the Board, which gave a true representation of said land; that it had such marks natural as are therein represented, and that he knew of no interfering lines.

The Board ordered that the case be postponed for consideration.

BRIDGET BURKE, administratrix of William Burke, deceased, case No. 106 on the docket of the Board, and No. 63 on the books of the Register.

Claim.—A donation of six hundred and forty acres, as assignee and legal representative of Thomas Jones, under the — section of the act.

The claimant presented her claim, together with a surveyor's plot of land claimed, in the following words and figures, viz:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting claims to land south of Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situated on the west side of Tombigbee, in the county of Washington, beginning at a sassafras on the river bank, and running north, seventy-three degrees west, one hundred and one chains, and twenty links, to a water oak; thence, north, seventeen degrees east, forty chains, to a cypress; thence, south, eighty degrees west, fifty-seven chains, to a pine; thence, south, ten degrees east, fifty chains, to a pine on Bilbo's creek; thence, down said creek to the river, and up the various courses of the river to the beginning; and hath such forms and marks, both natural and artificial, as are fully represented in the plot annexed, containing six hundred and forty acres: is claimed by the widow Bridget Burke, in and by virtue of a deed of conveyance from Thomas Jones to the deceased William Burke; and is now exhibited to the Register of the Land Office established east of Pearl river, to be recorded as directed by said act. To all which she begs leave to refer, as also to a copy of the plot herewith filed.

MARCH 26, 1804.

BRIDGET BURKE, her \times mark,
Administratrix of her deceased husband, William Burke.

[Plot omitted.]

Surveyed March 22, 1804, by John Dease. Chain bearers, James Dean and James Powel.

Entered in record of claims, vol. 1, page 241, by EDW. LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

The claimant produced letters of administration to her, duly granted and authenticated, bearing date the 16th day of September, 1803.

Ephraim Barker and Francis Stringer were presented as witnesses, and, being duly sworn and interrogated by the Board, they deposed, that they were not interested in this claim; that Thomas Jones, the person in whose right the present claimant appears, moved his family on to the land in question in the year 1796; made a crop thereon in 1797; that his family continued to reside there until the last part of the year 1798, when William Burke, now deceased, purchased the possession and improvements which Jones had made, and removed there with his family, and there continued until the time of his death, which happened in the course of last year; that the said Thomas Jones was the head of a family in the year 1797.

The Board ordered that the case be postponed for consideration.

ANN LAWRENCE's case, No. 107 on the docket of the Board, and No. 133 on the books of the Register.

Claim.—A donation of six hundred and forty acres, under the second section of the act.

The claimant presented her claim, together with a surveyor's plot of the land claimed, in the following words and figures, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting the claims to lands south of Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situated on the west side of Tombigbee river, in the county of Washington, beginning at a stake on the river bank, and runs south, seventeen degrees west, crossing a small branch at forty chains ninety links, another at sixty-six chains, in all, eighty-eight chains, to a large pine corner; thence, north, seventy-three degrees west, crossing Brewer's mill creek at sixty chains, about two chains below the mill, in all, eighty chains, to a stake corner; thence, north, seventeen degrees east, seventy-two chains, to a water oak, George Brewer's corner, on the river bank; thence, the meanders of the river, to the beginning, containing six hundred and forty acres, having such forms and marks, both natural and artificial, as are fully represented in the plot annexed: is claimed by Ann Lawrence, in and by virtue of the second section of the act, as a donation, and is now exhibited to the Register of the Land Office, established east of Pearl river, to be recorded as directed by said act. To all which she begs leave to refer, as also to a copy of the plot herewith filed.

JOSEPH LAWRENCE, for

MARCH 28th, 1804.

ANN LAWRENCE.

[Plot omitted.]

Surveyed 13th February, 1804, by J. Malone. Chain carriers, Kenith Hutson and David Gains, Junior.

Entered in record of claims, vol. 1, page 456, by EDW. LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

Young Gains and George Brewer, Junior, were presented as witnesses, and, being duly sworn and interrogated by the Board, they testified, that they had no interest whatever in this claim; that Ann Lawrence had inhabited and cultivated upon the land then in question ever since the year 1793; that she was, on the 27th of October, 1797, above twenty-five years of age.

The Board ordered that the case be postponed for consideration.

JOHN DUNN's case, No. 108 on the docket of the Board, and No. 152 on the books of the Register.

Claim.—A right of pre-emption of three hundred and ninety-one acres, one rood, and thirty-nine poles, under the third section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the following words and figures, viz:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting claims to lands south of the Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situated on Tombigbee river, butted on said river, and bounded north by the claim of Francis Stringer, and on the west by vacant land, and on the south by the claim of Nathan Blackwell, beginning on Stringer's maple corner, on the river bank, and runs with his line south, sixty-two degrees west, thirty chains fifty links, to a bay corner; thence, north, forty-three degrees west, twenty-four chains,

to a stake, with two sassafras and a mulberry pointers; thence, south, forty-seven degrees west, seventy-three chains, to a small pine corner; thence, south, forty-three degrees east, seventeen chains, to a small red oak corner; thence north, thirty-eight degrees east, twelve chains fifteen links to a stake, Nathan Blackwell's corner; thence with his line south, sixty-eight degrees east, sixty-three chains, (passing Blackwell's sweet gum corner one chain fifty links) to a stake corner on the river bank; thence, the meanders of the river, to the beginning, having such marks, natural and artificial, as are represented in the plot annexed; containing three hundred and ninety-one acres, one rood, and thirty-nine polls: is claimed by John Dunn, under and by virtue of a settlement in the year 1802, and now exhibited unto the Register of the Land Office, established east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to the copy of the plot herewith filed.

MARCH 24, 1804.

[Plot omitted.]

JOHN DUNN.

Surveyed 24th March, 1804, by J. Malone. Chain carriers, Kinchen Boykin and Rice Wells.

Entered in record of claims, vol. 1, page 481, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

The said chain carriers, Boykin and Wells, were sworn before John Callier, Esq. Justice of the Peace.

Francis Boykin and Francis Stringer were produced as witnesses, and, being duly sworn and interrogated by the Board, they deposed, that they were not interested in the establishment of this claim; that John Dunn, the present claimant, built a house and moved his family on to the land, then in question, in the year 1802; that he had continued to live there ever since, and made a crop on the land in 1803; that, on the 3d of March of that year he was the head of a family.

The Board ordered that the case be postponed for consideration.

THOMAS MALONE'S case, No. 109 on the docket of the Board, and No. 146 on the books of the Register.

Claim.—A right of pre-emption of three hundred and thirty acres, under the third section of the act.

To the Commissioners appointed in pursuance of the act passed the 3d day of March, 1803, for receiving and adjusting the claims to lands south of the Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situated on the west side of Tombigbee river, Washington county, butted on said river, and bounded on the north by the claim of Colonel John Callier, on the west by vacant land, and on the south by the claim of Francis Stringer, beginning on an elm, on the river bank, Colonel Callier's lower corner; and runs with his line south, forty-seven degrees west, twenty-four chains eighty-six links, to an ironwood corner; thence, south, thirty-seven degrees east, forty-four chains seventy-five links, to a white oak corner; thence, north, forty-seven degrees east, thirty-two chains, to a white oak corner, an agreed line between the claimant and F. Stringer; thence, south, forty-three degrees east, thirty chains, to a stake corner; thence, north, sixty-three degrees east, forty-one chains fifty links, to a large ash, on the river bank; thence, the meanders of the river, to the beginning; having such marks, natural and artificial, as are represented in the plot annexed; containing three hundred and thirty acres: is claimed by Thomas Malone, under and by virtue of the third section of the above recited act, and now exhibited unto the Register of the Land Office established east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to the copy of the plot herewith filed.

MARCH 23, 1804.

[Plot omitted.]

T. MALONE.

Surveyed 23d March, 1804, by J. Malone. Chain carriers, Noah Pelcher and Francis Stringer.

Entered in record of claims, vol. 1, page 473, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

The above named chain carriers were sworn before Figures Lewis, Esquire, Justice of the Peace.

John Callier and James Callier, Esquires, were presented as witnesses, and, being duly sworn and interrogated by the Board, they deposed, that they were not interested in this case; that Thomas Malone, the present claimant, went to reside on the land in question in the year 1802, and had cultivated it ever since, and resided there on the 3d of March 1803; that he was, at that time, more than twenty-one years of age.

The Board ordered that the case be postponed for consideration.

JAMES CALLIER, representative of Bryant and Snelgrove; case commenced in page 651.

James Griffin was produced as a witness, and, being duly sworn, testified, that the parties Jesse Briant and Henry Snelgrove executed and delivered the writing presented to the Board, on the 19th day of September, 1800, for purposes therein mentioned, and agreeably to the tenor thereof, as it had been read to him; that he made his mark as a witness to the same, as did also Samuel Griffin witness the same in his presence.

The Board ordered that the case be postponed for consideration.

EDWARD CREIGHTON, representative of Benjamin King; case commenced in page 699.

John Callier, Esquire, was presented as a witness, and being duly sworn, testified, that in the year 1801, he went in company with Benjamin King to look out a piece of vacant land on which to erect a cotton gin; that he pitched upon the land now in question, and according to his, the witness's, best recollection, erected his cotton gin there in the same year, or in the beginning of the year 1802, and continued to reside there until after the 3d of March, 1803; that, on that day, King was more than twenty-one years of age.

The Board ordered that the case be postponed for consideration.

Heirs of JAMES COPELEN, case No. 110 on the docket of the Board, and No. 66 on the books of the Register.

Claim.—A donation of six hundred and forty acres, under the second section of the act.

The claimants presented their claim, together with a surveyor's plot of the land claimed, in the following words and figures, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed 3d day of March, 1803, for receiving and adjusting claims to lands south of Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situated on the Three River lake, on the west side of Tombigbee river, in the county of Washington, beginning on the bank of the Three River lake, on a water oak; running, thence, up the branch of the lake north, nine degrees west, forty chains, to a stake; thence, south, sixty degrees west, twelve chains, to Barker's corner, on a sweet gum; thence, the same course, continued with his line eighty chains, to the other corner, on a sweet gum; course still continued twenty-four chains, to a sweet gum, on the Boggy swamp; course continued fifty-seven chains further, to a stake; thence, south, thirty degrees west, thirty-eight chains, to a stake; thence, to the beginning; and hath such forms and marks, both natural and artificial, as are fully represented in the plot annexed, containing six hundred and forty acres: is claimed by the heirs of James Copelen, deceased, in and by virtue of the second section of the said act of Congress, as a donation, and is now exhibited to the Register of the Land Office established east of Pearl river, to be recorded as directed by said act. To all which they beg leave to refer, as also to a copy of the plot herewith filed.

The Heirs of JAMES COPELEN.

MARCH 21, 1804.

[Plot omitted.]

Surveyed the 20th of March, 1804, by Natt. Christmas. Chain bearers, Edward Smith and William Rain.

Entered in record of claims, vol. 1, page 189, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

Ephraim Barker and Elizabeth Bates were presented as witnesses, and, being duly sworn and interrogated by the Board, they deposed, that they had no interest in this case; and the said Barker testified that James Copelen, deceased, built, settled, and improved on the tract of land then in question, in the latter part of the year 1797; that he made a crop on the same in the year 1798, and continued to inhabit and cultivate the same from the year 1797 until his death, which happened about one year since; that said Copelen was the head of a family in the year 1797.

The said Elizabeth testified, that James Copelen, deceased, inhabited the land then in question, between seven and eight years last past, and did continue to inhabit and cultivate the same until his decease, which happened about one year since; and that said Copelen was the head of a family when he settled upon this land.

The Board ordered that the case be postponed for consideration.

THOMAS SULLIVANT's case, No. 111 on the docket of the Board, and No. 150 on the books of the Register.

Claim.—A right of pre-emption of two hundred and forty acres, under the third section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the following words and figures, viz:

To the Commissioners appointed in pursuance of the act of Congress passed 3d day of March, 1803, for receiving and adjusting the claims to lands south of Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situated on the west side of Tombigbee river, in the county of Washington, beginning at a black gum, thence, running south, seventy-five degrees west, sixty chains, to a pine; thence, north, fifteen degrees west, forty chains, to a stake; thence, north, seventy-five degrees east, sixty chains, to a stake; thence, south, fifteen degrees east, forty chains, to the beginning; containing two hundred and forty acres, having such shape, form, and marks, both natural and artificial, as are represented in the plot annexed: is claimed by Thomas Sullivant, in and by virtue of the third section of the said act, as a pre-emption, and is now exhibited to the Register of the Land Office east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to the plot annexed.

THOMAS SULLIVANT, his \times mark.

MARCH 28, 1804.

[Plot omitted.]

Surveyed by William Gilliam. Chain carriers, Owen Sullivant and Thomas Sullivant.

Entered in record of claims, vol. 1, page 479, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

Ephraim Barker and John Denley were produced as witnesses, and, being duly sworn and interrogated by the Board, they deposed, that they had no interest in this claim; that the claimant inhabited and cultivated the land then in question on the 3d of March, 1803; and that he was on that day the head of a family.

The Board ordered that the case be postponed for consideration.

THOMAS SULLIVANT, Junior's case, No. 112 on the docket of the Board, and No. 149 on the books of the Register.

Claim.—A right of pre-emption of one hundred and ninety acres, under the third section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the following words and figures, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting claims to land south of Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situate on Three River lake, in the county of Washington, beginning on a hickory; thence, north, thirty-eight degrees east, thirty-seven chains, to a stake; thence, south, sixty-four degrees east, seventy-six chains, to a stake; thence, south, four degrees east, twenty-six chains, to a hickory corner; thence, up the Three River lake, as is plotted, to the beginning; and hath such forms and marks, both natural and artificial, as are fully represented in the plot annexed; containing one hundred and ninety acres: is claimed by Thomas Sullivant, Junior, in and by virtue of a pre-emption; and is now exhibited to the Register of the Land Office, established east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to a copy of the plot herewith filed.

THOMAS SULLIVANT, his \times mark, for

THOMAS SULLIVANT, JUN.

MARCH, 1804.

[Plot omitted.]

Surveyed, 9th of March, 1804, by Natt. Christmas. Chain bearers, John Wheat, James Bilbo.

Entered in record of claims, vol. 1, page 478, by EDWD. LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

Thomas Sullivant, Senior, and Ephraim Barker were produced as witnesses, and, being duly sworn and interrogated by the Board, they deposed, that they were not in any way interested in this claim; that the land in question being low land, and subject to annual inundation, could not be built upon, but Thomas Sullivant, Junior, the claimant, cultivated on the same from the year 1802, by himself or representative, until the then present time; and that said Thomas Sullivant was, on the 3d of March 1803, the head of a family.

The Board ordered that the case be postponed for consideration.

SANDERS REA's case, No. 113 on the docket of the Board, and No. 78 on the books of the Register.

Claim.—A right of pre-emption of one hundred and fifty-eight acres, under the third section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the following words and figures, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting claims to lands south of Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situated on the west side of Tombigbee river, on the waters of Johnson's creek, in the county of Washington, beginning at a water oak, and running thence, north, twenty-two degrees east, thirty-one chains seventy-five links, to a water oak corner; thence, north, sixty-eight degrees west, fifty chains; thence, south, twenty-two degrees west, thirty-one chains seventy-five links, to a pine corner; thence, south, sixty-eight degrees east, fifty chains, to the beginning; and hath such forms and marks, both natural and artificial, as are fully represented in the plot annexed; containing one hundred and fifty acres: is claimed by Sanders Rea, in and by virtue of the third section of the act, as a pre-emption; and is now exhibited to the Register of the Land Office east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to a copy of the plot herewith filed.

SANDERS REA, his \times mark.

MARCH 28, 1804.

[Plot omitted.]

Surveyed by Robert Ligon.

Entered in record of claims, vol. 1, page 226, by EDWD. LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

Solomon Boykin and Jonas Rea, chain carriers for the preceding survey, were sworn before John Callier and Figures Lewis, Esquires, Justices of the Peace.

Robert Ligon and Edward Lloyd Wailes were produced as witnesses, and, being duly sworn and interrogated by the Board, they testified, that they were not interested in this claim; that they believed that Sanders Rea had inhabited upon the land then claimed from the year 1802 until the then present time; that he was, on the 3d of March, 1803, the head of a family.

The said Ligon further testified, that this land was surveyed by him; that the plot then presented to the Board gave a true representation of the land then claimed; that John Brewer, Esquire, claims about fifty acres thereof, from the north side, under and by virtue of a donation.

The Board ordered that the case be postponed for consideration.

RICHARD S. BRYAN and GEORGE BREWER, Senior; case commenced in page 711.

James Huckaby, one of the chain carriers for the survey in this case, was sworn before William Pierce, Justice of Peace.

John Gordon was presented as a witness, and, being duly sworn and interrogated by the Board, testified, that he was not interested in this claim; that he saw laborers in the employment and for the use of Richard S. Bryan, improving upon the land then in question, in the month of February, 1803; that he believed that said land had been in a continual state of improvement from the said month of February, 1803, until the then present time; and that he believed the said Bryan was, on the 3d day of March, twenty-one years of age.

Question. Do you know whether Sluder inhabited and cultivated within the limits of the tract now claimed, and about what time, and for whose use?

Answer. I saw John Sluder living within the limits of the tract of land now in question in the month of February, 1803; but whether for his own account, or for the benefit of said Bryant, I do not know.

The Board ordered that the case be postponed for consideration.

JOHN CALLIER, representative of Adam Hollinger; case commenced in page 688.

Noah Pelcher and Francis Stringer, chain carriers for the survey in this case, were sworn before Figures Lewis, Esquire, Justice of Peace.

John Baker, George Brewer, and Francis Boykin, were produced as witnesses, and, being duly sworn and interrogated by the Board, they deposed, that they had no interest whatever in this case.

The said Baker testified, that Wilford Hoggatt, the person in whose favor the Spanish warrant of survey for the land in question issued, was a resident on said land at and before the date of said warrant, in the year 1798, and did perform the conditions on which said warrant was to become valid; that he was, at the date of said warrant, more than twenty-one years of age, and the head of a family; that said land had been annually cultivated ever since, by some person holding under said Hoggatt; and that, in the year 1795, it was cultivated by Adam Hollinger, a resident in this country, then claiming said land by a title derived from said Hoggatt.

The said Brewer testified, that he came to this country in the year 1791, and that Wilford Hoggatt then lived upon and cultivated the land in question; and, from that period, agreed with the testimony of John Baker, as above; and further, that he, Brewer, heard Wilford Hoggatt say, that he had sold said land to Leonard Marbury; and also understood, from the information of others, that Marbury, by his attorney, John Joyce, sold the same to Adam Hollinger.

The said Boykin testified, that, when he came to this country, in the year 1791, Hoggatt was in the possession of the said land; that, about the year 1783, Hoggatt sold to Marbury, who afterwards sold, by his attorney, Joyce, to Adam Hollinger, who cultivated the same in 1795; that said land had been peaceably possessed and cultivated by the several persons, holding title under said Hoggatt, to the then present time.

FRANCIS BOYKIN, representative of Adam Hollinger; case commenced in page 687.

Francis Stringer, George Brewer, Junior, John Baker, and Nathan Blackwell, were presented as witnesses, and, being duly sworn and interrogated by the Board, they deposed, that they were not interested in this claim.

The said Brewer and Stringer testified, that, in the year 1795, Adam Hollinger inhabited and cultivated the land in question; that they believed that said Boykin entered into the possession thereof in the year 1796; that he had ever since continued to inhabit and cultivate the same; that Adam Hollinger, on the 10th of June, 1795, was the head of a family.

The said Stringer further testified, that he heard the said Hollinger say that he had sold and transferred said land to Francis Boykin for a valuable consideration.

The said Baker testified, that Adam Hollinger did inhabit and cultivate on the land then in question in May, 1795; that he, Baker, knew that the same had been inhabited and cultivated ever since, either by said Hollinger, or Francis Boykin, the present claimant; that Adam Hollinger, on the 10th of June, 1795, was the head of a family.

The said Blackwell testified, that, on the 27th of October, 1795, Adam Hollinger inhabited and cultivated the land in question; that he had heard said Hollinger say that he had sold the same to Francis Boykin; and that Boykin entered into the possession thereof on the day that Hollinger quitted the same, which he, Blackwell, believed was in the month of December, 1795; that said Boykin had continued to inhabit and cultivate on said land ever since.

The Board ordered that the case be postponed for consideration.

JOHN BREWER, representative of Charles Arbon Demoy; case commenced in page 685.

Hiram Mounger and Ephraim Barker were produced as witnesses, and, being duly sworn and interrogated by the Board, they deposed, that they had no interest in this case; that, from the year 1791, until the 27th day of October, 1795, and afterwards, Charles Arbon Demoy, by his slaves, inhabited and cultivated the land in question; that they believed that said Charles Arbon Demoy was, on the 27th of October, 1787, more than twenty-one years of age.

Robert Ligon, surveyor, was presented as a witness, and, being duly sworn, deposed, that the plot then presented to the Board exhibited a true representation of the land then claimed; that he surveyed the same; that he knew of no other claim which interfered with said land, and believed there was none.

The Board ordered that the case be postponed for consideration.

JAMES DENLEY, representative of Daniel Ward; case commenced in page 693.

Hiram Mounger and George Dickey, chain carriers for the survey in this case, were sworn before William H. Hargrave, Esq. Justice of the Peace.

Hiram Mounger and Ephraim Barker were presented as witnesses, and, being duly sworn and interrogated by the Board, they deposed, that they were not in any way interested in this case; that, in the year 1791, the land in question had the appearance, and they believed was cultivated many years previous thereto; that it had been cultivated every year since that time; and that James Denley inhabited and cultivated the same, by his slaves, on the 27th day of October, 1795.

John Baker and Thomas Bilbo, surveyor, were produced as witnesses, and, being duly sworn, the said Baker testified, that, on the 22d of October, 1787, Daniel Ward was more than twenty-one years of age; that Ward cultivated the same land in question, agreeable to the tenor of his Spanish grant for the same; and that James Denley cultivated the same, by his slaves, on the 27th of October, 1795; that said land being subject to inundations prevents it from being a proper site for a dwelling-house or houses to be built upon.

The said Bilbo testified, that he surveyed the land then in question; that the plot exhibits a true representation of the land claimed, with such marks, natural and artificial, as were therein laid down; that there were no lines of other claims that interfered with that; that its lines did not interfere with those of any other claim that he knew of.

The Board ordered that the case be postponed for consideration.

JAMES DENLEY, representative of Solomon Johnson; case commenced in page 690.

Hiram Moulter and Ephraim Barker were produced as witnesses, and, being duly sworn and interrogated by the Board, they deposed, that they had no interest whatever in this claim; that, in the year 1795, the land in question was cultivated by Solomon Johnson, or for his use; that he was then a resident in this county; and that they fully believe, from his appearance, that he was at that time more than twenty-one years of age.

Robert Ligon, surveyor, was produced as a witness, and, being duly sworn, deposed, that he surveyed the land then in question, and made the plot then exhibited to the Board, which gave a correct view of the land in question, and had marks, natural and artificial, as were in that plot represented, and that he did not know of any interfering lines.

The Board ordered that the case be postponed for consideration.

JAMES DENLEY's case, commenced in page 689.

George Dickey and James Donally, chain carriers for the survey in this case, and also for the survey in the said Denley's preceding case, were sworn before William H. Hargrave, Justice of the Peace.

John Brewer, Esquire, and Hiram Moulter, were presented as witnesses, and, being duly sworn and interrogated by the Board, they deposed, that they had no interest in this case; that from, and previous to, the year 1791, James Denley cultivated the land then in question by his slaves or tenants, and that he did actually so cultivate the same on the 27th day of October, 1795; and that, on the 22d day of October, 1787, James Denley, as they believed, was more than twenty-one years of age.

Robert Ligon, surveyor, was produced as a witness, and, being duly sworn, deposed, that he surveyed the land then in question, and made the plot then exhibited to the Board, which gave a correct representation of said land, as circumstances would enable him to make, a part thereof being so deeply covered with water as to prevent an actual measurement thereof to be taken; that he knew of no interfering lines.

The Board ordered that the case be postponed for consideration.

Adjourned until Friday, the 30th instant.

FRIDAY, March 30, 1804.

The Board met according to adjournment. Present: Ephraim Kirby, Robert C. Nicholas, Joseph Chambers.

EDWIN LEWIS, representative of William Green; case commenced in page 711.

Robert Ligon, surveyor, was presented as a witness, and, being duly sworn, deposed, that he surveyed the land then in question; that the plot exhibits a true representation of the land claimed; that there is an improvement claimed by Richard S. Bryan, which improvement was made by said Bryan within the limits of said survey.

ANN LAWRENCE, representative of Moses Moore; case commenced in page 688.

John Baker, James Denley, Ephraim Barker, Daniel Johnson, and Young Gains, were produced as witnesses, and, being duly sworn and interrogated by the Board, they deposed, that they were not interested in this case.

The said Baker and Denley testified, that they knew that Moses Moore inhabited and cultivated the land then in question, from the year 1786 until his death, which happened in the year 1791, and that he was the head of a family on the 22d day of October, 1787.

The said Barker testified, that he believed that Margaret Moore, the widow of the deceased, left her son, Cornelius Rain, on the land then in question, who did cultivate and inhabit the same on the 27th day of October, 1795, and as he, Barker, believed, for account of the said Margaret Moore.

The said Johnson testified, that he believed that the land in question was cultivated in the year 1795 by Cornelius Rain; that said Rain told him that said cultivation was for his own use and account; that he, Johnson, and his father commenced cultivation on said land in the year 1800, as well as he recollected, by the consent of Mrs. Lawrence; that one of them had continued to cultivate thereon ever since; that he had heard his father, John Johnson, say that he was to pay Mrs. Lawrence rent for the cultivation of the land the last year.

Question. Is Mrs. Moore, the widow of Moses Moore, dead, and at or about what time did she die?

Answer. She is dead, and her death happened in the year 1800, according to my best understanding and belief.

The said Gains testified, that in or about the year 1800 or 1801, Daniel Johnson applied to him to rent the land in question; that he told him that Cornelius Rain was the proper person to apply to for that purpose, as Mrs. Moore, then Mrs. Linder, had the use of it, by will, during her life-time, and that he believed that Cornelius Rain, her son, acted as her agent; he, Johnson, replied and said, that Mrs. Linder, late Mrs. Moore, was deceased; he, Gains, then told him he would speak to Mrs. Lawrence, and accordingly did so; that she agreed that it should be rented to Mr. Daniel Johnson, or his father, John Johnson, for the consideration that he would put and keep up a good and sufficient fence round the field, which he or they agreed to do, and, as he believed, did do.

The Board ordered that the case be postponed for consideration.

THE HEIRS OF JAMES MCGREW, case commenced in page 686.

Young Gains, Junr. and Dawson Grimes, chain carriers for the survey in this case, were sworn before William Pierce, Esquire, Justice of the Peace.

George Brewer, Junr. and Francis Boykin were produced as witnesses, and, being duly sworn and interrogated by the Board, they deposed, that they were not in any way interested in this claim; that they knew that James McGrew, deceased, did, on the 27th of October, 1795, inhabit and cultivate, before and since, upon a tract of land lying below Fort St. Stephen's, on the Tombigbee river, but they could not say whether the land so inhabited and cultivated lay within the lines represented by the plot then exhibited to the Board; that they believed that the said James McGrew was more than twenty-one years of age on the 9th day of February, 1788.

John Baker was presented as a witness, and, being duly sworn, deposed, that he knew that James McGrew did cultivate and inhabit on the land in question in the year 1788, and that James McGrew, or his family, cultivated on the same land on the 27th day of October, 1795; that said James McGrew was, on the 9th day of February, 1788, the head of a family, and more than twenty-one years of age.

The Board ordered that the case be postponed for consideration.

GEORGE BREWER, Junr. representative of Valentine Dubroca; case commenced in page 684.

John Baker, James Denley, and Hiram Moulter, were presented as witnesses, and, being duly sworn and interrogated by the Board, they deposed, that they had no interest in this case.

The said Baker and Denley testified, that, from the year 1787 until 1796, Valentine Dubroca, by his son and slaves, inhabited and cultivated the land in question, and that he did actually inhabit and cultivate the same on the 27th of October, 1795; and that the said Dubroca was, on the 22d of October, 1787, more than twenty-one years of age.

The said Moulter testified, that, from the year 1791 until 1796, the land in question was cultivated by the overseer and slaves of Valentine Dubroca and Dominique de Olive.

Robert Ligon, surveyor, was produced as a witness, and, being duly sworn, deposed, that he surveyed the land in question; that the plot exhibits a true and correct representation of the same, agreeably to the tenor of the Spanish warrant of survey under which it was claimed, and had such marks, natural and artificial, as were therein represented.

The Board ordered that the case be postponed for consideration.

The heirs of EMANUEL CHENEY, case No. 114 on the docket of the Board, and No. 144 on the books of the Register.

Claim.—A right of pre-emption of two hundred and fifty-three acres, two roods, and twenty-six poles, as representatives of Levin Hainsworth, under the third section of the act.

The claimants presented their claim, together with a surveyor's plot of the land claimed, in the following words and figures, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting the claims to lands south of the Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situated in Washington county, on the waters of McGrew's creek, and bounded on all sides by vacant land; beginning at a post oak, and runs north, seventy-three degrees east, fifty-five chains, to a red oak corner; thence, north, fourteen degrees east, sixteen chains ten links, to a large red oak; thence, north, sixty-one degrees west, sixty chains sixteen links, to a post oak corner; thence, south, thirty-five degrees west, twenty-seven chains fifty links, to a post oak; thence, to the beginning; having such marks, natural and artificial, as are represented in the plot annexed; containing two hundred and fifty-three acres, two roods, and twenty-six poles: is claimed by the heirs of Emanuel Cheney, legal representatives of Levin Hainsworth, under and by virtue of the third section of the above recited act, and now exhibited unto the Register of the Land Office, established east of Pearl river, to be recorded as directed by said act. To all which they beg leave to refer, as also to the copy of the plot herewith filed.

SALLY CHENEY, *Administratrix,*
J. J. MCGREW, *Admin. of the estate of Emanuel Cheney, deceased,*
Legal representatives of Levin Hainsworth.

MARCH 29, 1804.

[Plot omitted.]

Surveyed March 29th, 1804, by T. Malone. Chain carriers, William McGrew and William Kerr.

Entered in record of claims, vol. 1, page 471, by EDWARD LLOYD WAILES, for
JOSEPH CHAMBERS, *Register.*

William Hunt and John Gordon were produced as witnesses, and, being duly sworn and interrogated by the Board, they deposed, that they had no interest, directly or indirectly, in this claim; that Levin Hainsworth inhabited and cultivated the land in question on the 3d day of March, 1803, and before that time; that he, Hainsworth, was, on the said 3d day of March, 1803, the head of a family; that Levin Hainsworth had told them that he sold and delivered his possession and improvements to the said Emanuel Cheney, deceased, for a valuable consideration; that they believed that said bargain took place in the summer of the year 1803; that, in the latter part of that year, said Hainsworth removed therefrom, and said Emanuel Cheney entered into the possession of the same, and did inhabit and cultivate the same until his death, which happened in the latter part of the year 1803.

Thomas Malone, surveyor, was presented as a witness, and, being duly sworn, deposed, that he surveyed the land then in question, and made the plot exhibited to the Board, which gave a true representation of the land claimed; that there were no lines that interfered with that claim, and that its lines did not interfere with any other claim; that he believed all the adjoining land to be vacant.

The Board ordered that the case be postponed for consideration.

GEORGE BREWER, Junior's, case, No. 115 on the docket of the Board, and No. 134 on the books of the Register.

Claim.—A donation of six hundred and twenty-nine acres, two roods, and thirty-six poles, under the second section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the following words and figures, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting the claims to lands south of Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situated on the west side of Tombigbee, in the county of Washington, beginning at a water oak, on Mrs. Lawrence's line, running south, thirty degrees west, one hundred and twenty chains, to a stake; thence, north, sixty degrees west, fifty-three chains twenty links, to a stake; thence, with Thomas Malone's line, north, thirty degrees east, one hundred and twenty chains, to a sycamore on the river; thence, with the river to the beginning; and hath such forms and marks, both natural and artificial, as are fully represented in the plot annexed, containing six hundred and twenty-nine acres, two roods, and thirty-six poles: is claimed by George Brewer, Jun. in and by virtue of the second section of the said act, as a donation; and is now exhibited to the Register of the Land Office established east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to the copy of the plot herewith filed.

GEO. BREWER, JUN.

MARCH 29, 1804.

[Plot omitted.]

Surveyed for George Brewer by T. Malone.

Entered in record of claims, vol. 1, page 458, by EDWARD LLOYD WAILES, for
JOSEPH CHAMBERS, *Register.*

Hiram Mounzer, James Denley, and John Baker were presented as witnesses, and, being duly sworn, they deposed, that they had no interest in this claim; that George Brewer, Jun. had been in the uninterrupted cultivation and habitation of the land in question, from the year 1794, until the 30th of March, 1804; and that said Brewer was the head of a family in the year 1797.

The Board ordered that the case be postponed for consideration.

WILLIAM H. HARGRAVE's case, No. 116 on the docket of the Board, and No. 148 on the books of the Register.

Claim.—A right of pre-emption of two hundred and sixty-two acres, as assignee and legal representative of Stephen Williams, under the third section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the words and figures following, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting claims to lands south of Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situated on the west side of Tombigbee, on the Sunflower creek, in the county of Washington, beginning at the commencement of Lee's and Denley's line; running thence, north, fifty-five degrees west, seventy chains, to a post oak corner, on Watley's survey; and thence, with said survey, to Brashear's line, and with the said line to a white oak, and thence, a square, with the said line, to a creek called the Sunflower, and down the said creek to Denley's line, and with the said line to the beginning; and hath such forms and marks, both natural and artificial, as are fully represented in the plot annexed; containing two hundred and sixty-two acres: is claimed by William H. Hargrave, representative of Stephen Williams, in and

by virtue of the third section of the said act, as a pre-emption, and is now exhibited to the Register of the Land Office established east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to a copy of the plot herewith filed.

WILLIAM H. HARGRAVE.
Representative of Stephen Williams.

MARCH 28th, 1804.

[Plot omitted.]

Surveyed by Robert Ligon.

Entered in record of claims, vol. 1, page 476, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, *Register.*

The claimant exhibited a deed of conveyance from Stephen Williams, duly executed, conveying to the said William H. Hargrave all the said Williams's right and interest to the said tract of land, and the improvements thereon made.

Hiram Mounger and James Denley were presented as witnesses, and, being duly sworn and interrogated by the Board, they deposed, that they were not interested in this case; that Stephen Williams built a house upon the land then in question in the year 1801; that said Williams was a blacksmith, and continued to inhabit the land on the 3d day of March, 1803; and that Williams was, on said 3d day of March, more than twenty-one years of age; that William H. Hargrave, by the consent, and under Williams, made a crop on said land, in the summer of said year 1803, and that said Hargrave continued in the possession when Williams removed therefrom, and was still in possession of the same; that he had heard Stephen Williams, the person under whom said Hargrave claims, say that he sold said land to said Hargrave.

John Denley and Robert Ligon, surveyor, were presented as witnesses, and, being duly sworn, the said Denley testified, that he saw Stephen Williams sign and deliver the instrument of writing then presented to the Board, purporting to be a conveyance of the land in question from said Williams to said Hargrave; and that since James Denley subscribed his name as a witness thereto, that said instrument of writing was made, executed, and delivered for the purposes therein mentioned, in and about six months ago.

The said Ligon deposed, that he surveyed the land in question; that the plot represents a true and correct view of the land claimed, with such marks, natural and artificial, as were therein represented.

Question. Why was said land located in such unshapely form?

Answer. I had no chain carriers, and it is bounded on all sides by other lands actually surveyed by me, and was put in the present form to prevent an interference with other claims.

The Board ordered that the case be postponed for consideration.

WILLIAM H. HARGRAVE's case, No. 117 on the docket of the Board, and No. 156 on the books of the Register.

Claim.—A right of pre-emption of three hundred and eighteen acres, under the third section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the following words and figures, viz:

To the Commissioners appointed in pursuance of the act of Congress passed 3d day of March, 1803, for receiving and adjusting claims to lands south of Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situated on the waters of Sunflower creek, in the county of Washington, beginning at Jordan Morgan's white oak corner, on Nicholas Perkins's line, running thence, west, sixty chains, to a stake; thence, south, twenty degrees west, fifty-three chains, to a stake; thence, parallel with the first line, to Perkins's sweet gum corner, sixty chains; thence, along Perkins's line, fifty-three chains, to the beginning; having such shape, form, and marks, both natural and artificial, as are represented in the plot annexed: is claimed by William H. Hargrave, in and by virtue of the third section of the said act, as a pre-emption, and is now exhibited to the Register of the Land Office east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to the plot annexed.

WILLIAM H. HARGRAVE.

MARCH 29, 1804.

[Plot omitted.]

Surveyed, March 29, 1804, by William Gilliam.

Entered in record of claims, vol. 1, page 486, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, *Register.*

Hiram Mounger and John Denley were presented as witnesses, and, being duly sworn and interrogated by the Board, they deposed, that they were not interested in this case; that William H. Hargrave commenced to improve upon the land then in question in the year 1802, and had ever since continued occasionally to labor thereon; that he had rails split, and a small piece of ground fenced, on the 3d of March, 1803, but that the land being subject to inundation, and it being difficult to procure water in the summer season, was, therefore, not a suitable place for a habitation either for whites or blacks; that the said Hargrave had continued to claim the said land from the year 1802, until the then present time; and that Hargrave was the head of a family on the 3d of March, 1803.

The Board ordered that the case be postponed for consideration.

RICHARD S. BRYAN and GEORGE BREWER, Sen.; case commenced in page 711.

James Bilbo, surveyor, was presented as a witness, and, being duly sworn, deposed, that he surveyed the land then in question, and that the plot exhibits a true representation of the land claimed, with such marks, natural and artificial, as were therein laid down; that he did not know that the lines of said claim interfered with those of any other claim, except, on the northwest corner, it interfered with land surveyed under a settlement made by Ebenezer Fulsom, which interference, he, Bilbo, thought did not contain more than ten or twelve acres.

Question. Do you know about what time Richard S. Bryan commenced to improve upon the land now claimed?

Answer. He commenced building a house thereon in the month of February, 1803, and has continued to improve thereon ever since.

The Board ordered that the case be postponed for consideration.

YOUNG GAINS, representative of Dominique de Olive; case commenced in page 680.

John Baker and James Denley were presented as witnesses, and, being duly sworn and interrogated by the Board, they deposed, that they had no interest in this case; that, previous to and from the year 1791, until the year 1796, Dominique de Olive, by his overseer and slaves, did actually inhabit and cultivate the land in question on the 27th day of October, 1795; and that Dominique de Olive was, on the 15th of March, 1798, more than twenty-one years of age.

Thomas Bilbo, surveyor, and Hiram Mounger, were presented as witnesses, and, being duly sworn, the said Mounger testified, that, from the year 1791, until the year 1796, the land in question was cultivated by the overseer and slaves of Dominique de Olive and Valentine Dubroca.

The said Bilbo deposed, that he surveyed the land in question; that the plot exhibits a true and correct representation of the same, agreeably to the tenor of the Spanish warrant of survey under which it was claimed, and had such marks, natural and artificial, as were therein laid down; that said survey includes a small part of the old improvement; and that the lines of George Brewer's survey includes all the old improvement and nearly one-third of the land then in question.

The Board ordered that the case be postponed for consideration.

HOWEL DUPREE, representative of William Hillis; case commenced in page 663.

Adam Hollinger, and Robert Ligon, surveyor, were presented as witnesses, and, being duly sworn, the said Hollinger testified, that he knew that William Hillis inhabited and cultivated the land in question in the year 1797, and did believe that he continued to inhabit and cultivate thereon until near the end of that year; and that said William Hillis was, in the year 1797, above twenty-one years of age.

The said Ligon deposed, that he surveyed the land then in question; that the plot exhibited a true and correct representation of the land claimed, and had such marks, natural and artificial, as were therein laid down.

Question. Why did you make said survey of such an unusual and uncommon form?

Answer. I did it to avoid the lines of other claimants.

The Board ordered that the case be postponed for consideration.

JAMES CALLIER, representative of Isabella Trouillet; case commenced in page 714.

Isabella Campbell was presented as a witness, and, being duly sworn, the instrument or writing of conveyance from Joseph Campbell to James Callier, dated 20th October, 1803, being read to her, she was interrogated and answered as follows, viz:

Question. Did you before know of such instrument or writing of conveyance?

Answer. I did.

Question. Why did you not sign it?

Answer. I was not asked to sign it.

Question. Do you know that, by agreeing to this instrument, you convey the birth-right of your children?

Answer. I do know it.

Question. Has this transaction taken place with your full approbation and consent?

Answer. It has.

Question. Has your husband made use of no undue influence, persuasion, or coercive means, to induce you to agree to this instrument?

Answer. He has not.

Question. Who made the first proposal to you to sell such right as you may have in or on the land now in question?

Answer. My husband, Joseph Campbell.

Question. What reason did your husband give you to induce you to part with this property?

Answer. He gave none.

Question. What reason had you to part with your right to this land?

Answer. I parted with it from necessity.

Question. What was the consideration, or do you know of any consideration being paid to your husband, for your right in and to this land?

Answer. It was a bargain and sale made by my husband, and I do not know what consideration was given.

Question. How came you to part with the property of your children, without knowing there was some consideration paid therefor?

Answer. I gave my consent.

Doctor John Chastang and Wilson Carman, being under oath, deposed, that they had well and truly, according to the best of their skill and ability, interpreted the oath administered to the witness, and the interrogatories put by the Board to the witness, and her answers to those interrogatories.

The Board ordered that the case be postponed for consideration.

EDMUND SMITH's case, commenced in page 708.

Sterling Dupree was presented as a witness, and, being duly sworn and interrogated by the Board, he deposed, that he was not interested in this case; and further testified, in the same words as Howel Dupree had done, whose testimony is recorded in page 370.

WILLIAM HUNT, representative of Dennis McClendon, case No. 118 on the docket of the Board, and No. 136 on the books of the Register.

Claim.—A right of pre-emption of one hundred and eighty-nine acres and two poles, under the third section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the following words and figures, viz:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting the claims to lands south of Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, [situated in Washington county, on the waters of Laura's creek, butted and bounded on all sides by vacant land, beginning on a pine, and runs north, fifty degrees west, thirty-eight chains fifty links, to a small pine corner; thence, north, forty-five degrees east, crossing a branch at twenty chains, in all fifty six chains, to a large red oak corner; thence, south, thirty-five degrees east, nineteen chains sixty-five links, to a black-jack corner, on John F. McGrew's line; thence south, eighteen degrees east, crossing a branch at nine chains forty links, again at fifty, and again at seventy links, in all twenty-two chains seventy links, to a white oak corner; thence, to the beginning; having such marks, natural and artificial, as are represented in the plot annexed, containing one hundred and eighty-nine acres and two poles: is claimed by William Hunt, legal representative of Dennis McClendon, who was the legal representative of John Sluder, who was the legal representative of Levin Hainsworth, under and by virtue of the third section of the above recited act, and now exhibited unto the Register of the Land Office, established east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to the copy of the plot herewith filed.

WILLIAM HUNT.

MARCH 19, 1804.

[Plot omitted.]

Surveyed 19th March, 1804, by T. Malone. Chain carriers, Shields Marsh, John Hopkins.

Entered in record of claims, vol. 1, page 446, by EDWARD LLOYD WAILES, for
JOSEPH CHAMBERS, Register.

The said Marsh and Hopkins, chain carriers for the preceding survey, were sworn before John McGrew, Justice of Peace.

Samuel McClendon and John Gordon were presented as witnesses, and, being duly sworn and interrogated by the Board, they deposed, that they had no interest in this case.

The said McClendon testified, that he moved to this country about three years since; that Henry Sluder came with him; that, soon after their arrival, he was present when said Henry Sluder purchased the land and improvement now in question, from Levin Hainsworth; that he heard Henry Sluder tell John Sluder to settle upon the land and improve it, and that he might have it if he did not return; that he, McClendon, was also present when John Sluder sold the same to Dennis McClendon, and when said McClendon sold to William Hunt, the present claimant; that he knew that William Hunt inhabited and cultivated thereon on the 3d of March, 1803, and had continued to inhabit and cultivate the same ever since.

The said Gordon testified, that William Hunt did inhabit and cultivate on the land in question on the 3d of March, 1803, and before and since that time.

Question. Was William Hunt the head of a family on the 3d of March, 1803?

Answer by both of said witnesses. He was.

Thomas Malone, surveyor, was produced as a witness, and, being duly sworn, deposed, that he surveyed the land then in question; that the plot represents a true exhibition of the same; that there were no lines of other claims that interfered with that claim, and that its lines did not interfere with any other, except on the northwest corner of said tract, Hunt's line crossed the old Indian boundary; that, by this interference, he did not include more than one or two acres of land on the Indian or north side of said boundary.

The Board ordered that the case be postponed for consideration.

JOHN MCGREW, Sen. Esq., case No. 119 on the docket of the Board, and No. 164 on the books of the Register.

Claim.—A donation of six hundred and twenty-seven acres, under the second section of act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the following words and figures, to wit:

To the Commissioners appointed in pursuance of an act of Congress passed the 3d day of March, 1803, for receiving and adjusting claims south of Tennessee, and east of Pearl river.

MARCH 29, 1804.

Please to take notice, that the following tract of land, situate, lying, and being in the county of Washington, on the west side of the Tombigbee, beginning on a stake near the house of John McGrew, Esq. and running north, eight degrees west, forty-three chains, to a holly; thence, north, sixty degrees east, eighty-six chains seventy-five links, to a white oak; thence, south, thirty-four degrees east, fifty-six chains twenty-eight links, to a poplar; and thence, south, twenty-five degrees west, forty chains, to a white oak; from thence, south, eighty-five degrees west, fifty-three chains and fifty links, to a hickory; and from thence to the beginning: bounded on the north by lands claimed by John Baker, and on the east by Stewart's old line, or William Coleman's lands: is claimed by John McGrew, Sen. Esq. under and by virtue of the second section of the above recited act, and is now exhibited to the Register of the Land Office established east of Pearl river, for the purpose of being recorded as directed by said act. To all which he begs leave to refer, as well as the plot herewith filed.

JOHN MCGREW, SEN.

[Plot omitted.]

Surveyed 21st March, 1804, by Robert Ligon.

Entered in record of claims, vol. 1, page 497, by EDWARD LLOYD WAILES, for JOSEPH CHAMBERS, Register.

John Rail and John McGrew, Jun., chain carriers for the preceding survey, were sworn before R. Harwell, Justice of Peace.

Lemuel Henry, George Brewer, Jun. and James Denley, were presented as witnesses, and, being duly sworn and interrogated by the Board, they deposed, that they had no interest in this case.

The said Brewer and Denley testified, that John McGrew, from the year 1791, and previous thereto, until the then present time, had inhabited and cultivated upon the tract of land in question; and that said McGrew was the head of a family in the year 1797.

Question to Mr. Denley. Do you know whether or not John McGrew, the present claimant, was among the first settlers above Bassett's creek, after the conquest of this country by the Spaniards?

Answer. He was.

The said Henry testified, that he believed that John Linder subscribed with his own hand his name to the writing, certifying that a permit was given to John McGrew to settle upon certain lands.

Robert Ligon, surveyor, was produced as a witness, and, being duly sworn, testified, that he surveyed the land then in question; that the plot exhibited a true representation of the same, with the marks, natural and artificial, as were therein laid down; that he knew of no other lines interfering with those of this claim, nor of its lines interfering with those of any other claim, except on the northwest corner, where it crossed a line, which was supposed to be the line of a British survey; that the interference included upwards of fifty acres of land.

JOSHUA HOWARD's case, No. 120 on the docket of the Board, and No. 121 on the books of the Register.

Claim.—Of two hundred and fifty acres, as assignee and legal representative of Arthur Moor, and Mary Moor, his wife, by virtue of a deed from them, under the first section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the words and figures following, to wit:

Joshua Howard, a citizen of the Mississippi territory, claims two hundred and fifty acres of land, lying on the west side of Tombigbee river, in the county of Washington; which tract of land was originally granted to Arthur Moor, by the British Government of West Florida, by order of survey, bearing date in the year 1777, which order of survey, together with the necessary documents accompanying the same, was deposited in the proper office in Pensacola, and by the said officer carried away from there at the evacuation thereof, when captured by the Spaniards; and the aforesaid Arthur Moor, and Mary, his wife, by their deed, legally and fully executed, bearing date the 5th day of July, in the year 1780, did convey unto the aforesaid Joshua Howard the aforesaid two hundred and fifty acres of land; and said Joshua Howard was an actual settler in the Mississippi territory on the 27th October, 1795.

JOSHUA HOWARD.

[Plot omitted.]

The claimant produced a deed of conveyance in the following words and figures, to wit:

This indenture, made the fifth day of July, in the year of our Lord one thousand seven hundred and eighty, between Arthur Moor, and Mary, his wife, of the district of Mobile, in the province of West Florida, of the one part, and Joshua Howard, of the district aforesaid, of the other part, witnesseth, that the said Arthur Moor, and Mary, his wife, for and in consideration of the sum of two hundred dollars to them in hand paid by the said Joshua Howard, the receipt whereof the said Arthur Moor, and Mary, his wife, do hereby acknowledge, and themselves therewith fully satisfied, contented, and paid, have bargained and sold, aliened, enfeoffed, released, and confirmed, and by these presents do bargain, sell, alien, enfeoff, release, convey, and confirm, unto the said Joshua Howard, all that tract or parcel of land lying and being in the district and province aforesaid, situate on the west side of the river Tombigbee, by distance above the town of Mobile about one hundred and five miles; bounded on the north-east by said river, northwest by land surveyed for John Lott, and on the other sides by vacant land, having such shape, form, and marks, both natural and artificial, as are represented in the plot annexed to His Majesty's letters patent to the said Arthur Moor, bearing date the — of —, and contains two hundred and fifty acres: to have and to hold the above described two hundred and fifty acres of land, and premises above mentioned, with the appurtenances, unto the said Joshua Howard, his heirs and assigns, forever, in as full and ample a manner as the same was granted to the said Arthur Moor by the aforesaid letters patent: and the said Arthur Moor, and Mary, his wife, for themselves and their heirs, do covenant and agree to and with the said Joshua Howard, his heirs, and assigns, that he, the said Arthur Moor, and Mary, his wife, are seised of a good, lawful, and indefeasible state of inheritance, in fee simple, of and in all and singular the premises above mentioned, and of every part thereof, with the appurtenances, without any manner of condition, mortgage, limitation of use or uses, or other matter, cause, or thing, to alter, change, or determine the same; and also, that he, the said Arthur Moor, and Mary, his wife, now have good rightful power and lawful authority, in their own right, to bargain, sell, and convey the above described tract of land and premises, with the appurtenances, unto the said Joshua Howard, his heirs, and assigns, to the only proper use and behoof of the said Joshua Howard, his heirs, and assigns, according to the true intent and mean-

ing of these presents; and that also he, the said Joshua Howard, his heirs and assigns, shall and may, from time to time, and at all times hereafter, peaceably and quietly have, hold, occupy, possess, and enjoy all and singular the premises above mentioned, to be hereby granted, with the appurtenances, without the let, trouble, hindrance, molestation, interruption, and denial of him, the said Arthur Moor, and Mary, his wife, their heirs, and assigns, and of all and every other person and persons whatever claiming, or to claim, by, from, or under them, or any of them: and further, that he, the said Arthur Moor, and Mary, his wife, and their heirs, and all and every other person and persons, and their heirs, any thing having or claiming in the premises above mentioned, or any part thereof, by, from, or under him or them, shall and will, at all times hereafter, at the request and cost of the said Joshua Howard, his heirs, and assigns, make, do, and execute all and every further and other lawful and reasonable acts and assurances in the law whatsoever, for the further, better, and more perfect conveying and assuring of the premises hereby granted, with the appurtenances, according to the true intent and meaning of these presents. In witness whereof, the said Arthur Moor, and Mary, his wife, have hereunto set their hands and seals, the day and year first above written.

ARTHUR A. MOOR, his \times mark.

MARY MOOR, her \times mark.

Scaled and delivered, [the words "and Mary, his wife," interlined before sealing,]

in the presence of

ABEDNEGO LLEWELLYN,
WILLIAM JOYNER.

On the back of said deed are endorsements and certificates in the words and figures following, to wit:

Received on the day of the date of the within written indenture, of and from the within named Joshua Howard, the sum of two hundred dollars, being in full for the consideration money within mentioned.

ARTHUR A. MOOR, his \times mark.

MARY MOOR, her \times mark.

Witnesses, ABEDNEGO LLEWELLYN,
WILLIAM JOYNER.

Be it remembered, that, on the 27th day of December, in the year of our Lord one thousand seven hundred and ninety-eight, appeared before William Dunbar, thereunto authorized, William Joyner, one of the subscribing witnesses to the within instrument of writing, who, being duly sworn, did depose and say, that he saw the within named Arthur and Mary Moor sign, seal, and deliver the within instrument, as their voluntary act and deed, and also sign the receipt hereon endorsed; and that the names Abednego Llewellyn and William Joyner are of the proper hand-writing of the said Abednego Llewellyn, and of him, this deponent; and I, having inspected the same, and finding therein no material erasures, interlineations, or obliterations, do hereby certify the same.

WILLIAM DUNBAR;

Judge of Probate, pro tem.

Entered on record in the county of Adams, Mississippi territory, liber A, pages 13, 13, 14 and 15.

JOHN HENDERSON, Recorder.

NATCHEZ, June 10, 1799.

The claimant exhibited the following papers in support of his claim, to wit:

Mr. ARTHUR MORE,

TO JOHN MCGILLIVRAY, Dr.

1777, July 15.	To $\frac{1}{2}$ gallon rum, at 6rs., 1 lb. sugar, 2 rs.	-	-	-	-	-	8
"	1 barrel potato seed, 2 dls. of Mr. L. in March,	-	-	-	-	-	2
" Nov. 29.	2 horse bells, at 5 rs.	-	-	-	-	-	1
							3 8
	Cr. By cash paid Mr. Little,						2 8
						Owes,	\$ 1.0
	To paid for surveying 250 acres land for your acct.						20 1
	To interest on ditto, from the 17th February, 1778, to the 4th of March, 1780, is 24 months,						3 3 $\frac{1}{2}$
	17 days, at 8 per cent. per annum,						24 4 $\frac{1}{2}$
							8 5
	Cr. By cash had of you,						\$15 9 $\frac{1}{2}$

MOBILE, 4th March, 1780. Received the contents in full.

For JOHN MCGILLIVRAY,

LACHR. MCGILLIVRAY.

Two hundred and fifty acres, situated on the west side of the river Tombigbee, distant above the town of Mobile, about one hundred and five miles, bounded on the northeast by said river, northwest by land surveyed for John Lott, on the other sides by vacant land.

Entered in record of claims, vol. 1, page 435, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

Thomas Malone, John Callier, and James Denley were presented as witnesses, and, being duly sworn and interrogated by the Board, said witnesses deposed, that they were not interested in this claim.

The said Callier testified, that, in the year 1799, he wrote to Joshua Howard offering to purchase the land in question, which he had been informed belonged to Howard; and that he agreed to take four hundred dollars therefor; that he, Callier, accordingly agreed with Howard for the land in the year 1799; that, in consequence of said agreement, the same was cultivated in the year 1801; that, after that time, the agreement for said land entered into between said Howard and himself was cancelled, and he surrendered to Howard all the right, title, or claim which he had acquired under and by the purchase or agreement with said Howard.

The said Denley testified, that he had heard that Joshua Howard claimed, and continued to claim, said land, under a British title previous to and since the year 1795; and did believe that, on the 27th day of October, 1795, Howard did reside within said territory, near to the town of Natchez, and did actually know that said land was not cultivated, in the year 1795, by Howard or his representative; that it was in that year cultivated by Mr. Elijah Thompson, or his widow, and for their own use and account.

Question by Mr. Gilmore, attorney for the claimant. Do you know from any circumstance, and from what circumstances, that Elijah Thompson, or his widow, cultivated this land for his own use and account?

Answer. They, or one of them, have told me that they did cultivate for their own use and account, and intended claiming the land in virtue of their settlement.

The said Malone testified, that, in the year 1802, Joshua Howard, the claimant, came to this country to receive the payment for the land in question, in pursuance of a sale or agreement entered into, concerning the premises, between said Howard and Colonel John Callier; that, upon the investigation of James Callier, who wished to

become the purchaser, under John Callier, questioned the ability of Howard to make him a good and sufficient legal title to said land; and, therefore, Howard and said Colonel John Callier agreed to cancel the agreement to bargain which had been made between them in relation thereto; that he, Malone, afterwards rented the land and plantation then in question, the terms of which lease will fully appear by an instrument of writing signed by Joshua Howard and the said Malone, and dated the fifth day of October, 1802, which was then before the Board.

Robert Ligon, surveyor, was produced as a witness, and, being duly sworn, deposed, that he surveyed the land then in question, and made said plot, which exhibits a true representation of the land claimed, with such marks, natural and artificial, as were therein laid down; that, in making said survey, he found marked trees which appeared to be evidences of an ancient line.

The Board ordered that the case be postponed for consideration.

CHARLES CASSETER's case, No. 121 on the docket of the Board, and No. 155 on the books of the Register.

Claim.—A right of pre-emption of one hundred acres, under the third section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the following words and figures, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting the claims to lands south of the Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situated on the west side of Tombigbee, Washington county, on the waters of Santybugue and Laura's creek, bounded on all sides by vacant land, beginning on a hickory, and runs north, forty-three degrees east, thirty-one chains sixty links, (crossing a fork of his spring branch at two chains from the beginning,) to a stake, with two black-jack pointers; thence, south, forty-seven degrees east, thirty-one chains sixty links, to a black-jack with two black-jack pointers; thence, south, forty-three degrees west, thirty-one chains sixty links, to a pine corner; thence, north, forty-seven degrees west, crossing the other prong of the spring branch at twenty-one chains, another small branch at twenty-five chains, in all thirty-one chains sixty links, to the beginning; having such marks, natural and artificial, as are represented in the plot annexed, containing one hundred acres: is claimed by Charles Casseter, under and by virtue of a settlement bearing date December, 1802, and now exhibited unto the Register of the Land Office, established east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to the copy of the plot herewith filed.

CHARLES CASSETER.

FEBRUARY 29, 1804.

[Plot omitted.]

Surveyed 29th February, 1804, by T. Malone. Chain carriers, John Walker and Isaac Stanley.

Entered in record of claims, vol. 1. page 485, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

The said Walker, chain carrier for the above survey, was sworn before William Pierce, Esq. Justice of Peace.

Raleigh Green and Samford McClendon were presented as witnesses, and, being duly sworn and interrogated by the Board, they deposed, that they had no interest in this case; that Charles Casseter inhabited and cultivated the land in question on the 3d day of March, 1803, and before that time, and ever since; that he was, on said 3d day of March, 1803, more than twenty-one years of age.

Thomas Malone, surveyor, was produced as a witness, and, being duly sworn, deposed, that he surveyed the land in question, and made the plot then exhibited to the Board; that it gave a true and correct view of the land claimed, with such marks, natural and artificial, as were therein laid down; and that the land lay on the west side of the Tombigbee river, and below the old Indian boundary; that there were no interfering lines that he knew of, but, as he believed, it was bounded on all sides by vacant land.

The Board ordered that the case be postponed for consideration.

Adjourned until Saturday, the 31st instant.

SATURDAY, March 31st, 1804.

The Board met according to adjournment. Present: Ephraim Kirby, Robert C. Nicholas, Joseph Chambers.

PETER CARTWRIGHT's case, No. 122 on the docket of the Board, and No. 157 on the books of the Register.

Claim.—A right of pre-emption of one hundred and fifty-nine acres, one rood, and thirty poles, under the first section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the following words and figures, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d March, 1803, for receiving and adjusting the claims to lands south of the Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situated on the west side of Tombigbee, Washington county, bounded on the southeast by Mimms's claim and vacant land, on the northeast, northwest, and southwest by vacant land; beginning on a hickory on Mimms's line, and runs south, eighty-four degrees east, fifteen chains, to a stake corner, with a large red oak pointer; thence, north, nine degrees east, thirty-three chains fifty links, (crossing a branch of Tawler at twenty chains,) to a white oak corner; thence, north, thirty degrees west, thirty-three chains, to a poplar corner; thence, south, fifty-seven degrees west, thirty-three chains fifty links, to a stooping bay corner; thence, Mimms's old line to the beginning; having such marks, natural and artificial, as are represented in the plot annexed, containing one hundred and fifty-nine acres, one rood, thirty poles: is claimed by Peter Cartwright, under and by virtue of a settlement in the year 1801, and now exhibited unto the Register of the Land Office established east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to the copy of the plot herewith filed.

PETER CARTWRIGHT.

[Plot omitted.]

Chain carriers, John Wamack and John Walker.

Entered in record of claims, vol. 1, page 487, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

The said chain carriers for the above survey were sworn before William Pierce, Justice of Peace.

Raleigh Green was presented as a witness, and, being duly sworn and interrogated by the Board, deposed, that he was not interested in this claim; that Peter Cartwright inhabited and cultivated the land in question on the 3d of March, 1803, and before that time, and ever since; that said Cartwright was, on the 3d day of March, 1803, the head of a family.

Thomas Malone, surveyor, was produced as a witness, and, being duly sworn, deposed, that he surveyed the land in question, and made said plot, which exhibited a true representation of the land then claimed, with such marks, natural and artificial, as were therein laid down; that there were no other lines that interfere with the lines of said claim that he knew of; that it lies on the west side of Tombigbee river, and below the old Indian boundary line.

The Board ordered that the case be postponed for consideration.

ISAAC STANLEY's case, No. 123 on the docket of the Board, and No. 124 on the books of the Register.

Claim.—A right of pre-emption of one hundred acres, under the third section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the following words and figures, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting the claims to lands south of the Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situated in Washington county, on the waters of Laura's creek, butted and bounded on all sides by vacant land, beginning on a hickory, and runs north, ten degrees east, crossing a branch of Laura's creek at fifteen chains, another at eighteen chains, in all twenty-five chains, to a stake with a sweet gum and two red oak pointers; thence, north, eighty degrees west, crossing a branch at three chains, again at three chains fifty links, again at four chains, again at twenty-two chains, in all forty chains, to a stake with two hickories and a red oak pointers; thence, south, ten degrees west, twenty-five chains, to a red oak; thence, to the beginning; having such marks, natural and artificial, as are represented in the plot annexed, containing one hundred acres: is claimed by Isaac Stanley, under and by virtue of the third section of the above recited act, and now exhibited unto the Register of the Land Office established east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to the copy of the plot herewith filed.

ISAAC STANLEY, his × mark.

MARCH 3, 1804.

[Plot omitted.]

Surveyed 3d of March, 1804, by T. Malone. Chain carriers, John Walker and John Gordon.

Entered in record of claims, vol. 1, page 444, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

The said Walker and Gordon, chain carriers for the preceding survey, were sworn before William H. Hargrave, Esq. Justice of Peace.

Raleigh Green and Samford McClendon were presented as witnesses, and, being duly sworn and interrogated by the Board, they deposed, that they were not interested in this case; that Isaac Stanley did inhabit and cultivate the land in question on the 3d day of March, 1803, and before that time, and ever since; that said Isaac Stanley was, on the 3d day of March, 1803, the head of a family.

Thomas Malone, surveyor, was presented as a witness, and, being duly sworn, deposed, that he surveyed the land in question, and made said plot; that it exhibited a true and correct representation of the land claimed, with such marks, natural and artificial, as were therein laid down; that there were no lines that he knew of, in other claims, interfering with the lines of this claim, excepting one of the lines of Tandy and John Walker's survey; that said land lay on the west side of Tombigbee river, and below the old Choctaw boundary line.

The Board ordered that the case be postponed for consideration.

TANDY WALKER and JOHN WALKER's case, No. 124 on the docket of the Board, and No. 125 on the books of the Register.

Claim.—A right of pre-emption of four hundred and nineteen acres, two roods, and thirty-eight poles, under the third section of the act.

The claimants presented their claim, together with a surveyor's plot of the land claimed, in the words and figures following, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting the claims to lands south of the Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situated on the west side of Tombigbee river, in the county of Washington, beginning at a hickory, running south, fifty degrees west, thirty chains fifty links, to a sweet gum; thence, south, twelve degrees west, thirty chains, to a black oak; thence, south, sixty-three degrees east, sixty-one chains, to a pine; thence, east, twenty-five chains fifty links, to a sweet gum corner; thence, north, fifty degrees east, forty chains, to a pine corner; thence, north, fifty-seven degrees west, ninety-five chains, to the beginning corner; and hath such forms and marks, both natural and artificial, as are represented in the plot annexed, containing four hundred and nineteen acres, two roods, thirty-eight poles: is claimed by Tandy Walker and John Walker, in and by virtue of the third section of the said act, as a pre-emption, and is now exhibited to the Register of the Land Office established east of Pearl river, to be recorded as directed by said act. To all which they beg leave to refer, as also to the copy of the plot herewith filed.

JOHN WALKER, his × mark.
For self and brother Tandy.

MARCH 31, 1804.

[Plot omitted.]

Surveyed 19th February, 1804, by T. Malone. Chain carriers, Charles Casserty and John Walker.

Entered in record of claims, vol. 1, page 445, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

The said Casserty, chain carrier for the above survey, was sworn before William Pierce, Justice of Peace.

Samford McClendon and Raleigh Green were presented as witnesses, and, being duly sworn and interrogated by the Board, they deposed, that they had no interest in this claim; that Tandy Walker inhabited and cultivated on the land in question on the 3d day of March, 1803; that both Tandy and John Walker cultivated on the same land before and since that time; that Tandy Walker was, on the 3d day of March, 1803, the head of a family; and that John Walker was at that time, as they, the witnesses, believed, twenty-one or more years of age.

Thomas Malone, surveyor, was produced as a witness, and, being duly sworn, deposed, that he surveyed the land in question, and made said plot, which exhibited a true and correct view of the land in question, with such marks, natural and artificial, as were therein laid down; that said land lay on the west side of the Tombigbee, and below the old Indian boundary; that there were interfering lines with said claim, viz: William McGrew on the southwest and southeast corners, and Isaac Stanley's on the west corner; that McGrew's interference, he, Malone, supposed might include twenty-five or thirty acres of land; that Stanley's interference did not include more than six or seven acres of land.

The Board ordered that the case be postponed for consideration.

JAMES HUCKABY, representative of Matthew Robinson; case commenced in page 715.

John Gordon was presented as a witness, and, being duly sworn and interrogated by the Board, he deposed, that he was not interested in this case; that Matthew Robinson inhabited and cultivated on the land in question on the 3d day of March, 1803, and before that time, and continued so to do until he sold the same unto James Huckaby; and that said Robinson was, on the 3d day of March, 1803, the head of a family.

The Board ordered that the case be postponed for consideration.

RAWLEY GREEN's case, No. 125 on the docket of the Board, and No. 96 on the books of the Register.

Claim.—A right of pre-emption of two hundred and one acres and thirty-one poles, under the third section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the following words and figures, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting the claims to lands south of the Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situated on the west side of Tombigbee river, butted on said river, bounded on the northeast by the line dividing Robert Farmer's and Kirkland's surveys, and lying altogether within the lines of Farmer's survey; beginning at a sassafras, and runs the dividing line between the claimant and John Westmoreland, south, seventy degrees west, seventy chains, to a sweet gum; thence, north, forty degrees west, twenty-nine chains, to a red oak on Farmer's old line; thence, with the old line, north, seventy degrees east, seventy-four chains fifty links, to a sassafras on Farmer's corner; thence, the meanders of the river, to the beginning, having such marks, natural and artificial, as are represented in the plot annexed; containing two hundred and one acres and thirty-one poles: is claimed by Rawley Green, under and by virtue of a settlement bearing date the 3d day of March, 1803, and now exhibited unto the Register of the Land Office, established east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to the copy of the plot herewith filed.

RAWLEY GREEN.

FEBRUARY 27, 1804.

[Plot omitted.]

Surveyed February 27, 1804, by T. Malone. Chain carriers, Joseph Westmoreland, Elisha Simmons.

Entered in record of claims, vol. 1, page 295, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

John Baker and William Shaw were produced as witnesses, and, being duly sworn, the said Shaw deposed, that Rawley Green inhabited and cultivated the land then in question on the 3d day of March, 1803, and before and since that time; that said Green was the head of a family on the 3d day of March, 1803.

The said Baker deposed, that he had seen a Spanish grant for said land, in the names of John Turnbull and James Frazier.

The Board ordered that the case be postponed for consideration.

SAMFORD McCLENDON's case, No. 126 on the docket of the Board, and No. 145 on the books of the Register.

Claim.—A right of pre-emption of ninety-nine acres, under the third section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the words and figures following, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting the claims to lands south of the Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situated in Washington county, on the waters of Laura's creek, butted and bounded on all sides by vacant land; beginning on a post oak, and runs south, seventy-one degrees west, thirty-seven chains eighty-six links, to a small post oak; thence, south, twenty-two degrees west, twenty chains, to a stake with a pine and Spanish oak pointers; thence, north, seventy-one degrees east, forty-seven chains fifty links, to a white oak; thence, to the beginning; having such marks, natural and artificial, as are represented in the plot annexed, containing ninety-nine acres: is claimed by Samford McCleendon, under and by virtue of the third section of the above recited act, and now exhibited unto the Register of the Land Office established east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to the copy of the plot herewith filed.

SAMFORD McCLENDON.

MARCH 22, 1804.

[Plot omitted.]

Surveyed March 22, 1804, by T. Malone. Chain carriers, Zachariah Landrum and John Gordon.

Entered in record of claims, vol. 1, page 472, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

The above named chain carriers were sworn before Ransom Harwell, Justice of the Peace.

William Hunt and John Gordon were produced as witnesses, and, being duly sworn and interrogated by the Board, they deposed, that they had no interest in this claim; that Samford McCleendon did inhabit and cultivate the land in question on the 3d day of March, 1803, and before that time, and ever since; that said McCleendon was on said 3d day of March the head of a family.

Thomas Malone, surveyor, was presented as a witness, and, being duly sworn, deposed, that he surveyed the land in question, and made said plot, which exhibited a true and correct representation of the land claimed, with such marks, natural and artificial, as were therein laid down; that the lines of this claim did not, that he knew of, interfere with the lines of any other claim, nor were there lines of other claims interfering with this; that said land lay on the west side of Tombigbee river, and below the old Choctaw boundary line.

The Board ordered that the case be postponed for consideration.

ZACHARIAH LANDRUM's case, No. 127 on the docket of the Board, and No. 86 on the books of the Register.

Claim.—A right of pre-emption of one hundred and fourteen acres, under the third section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the following words and figures, viz:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting the claims to lands south of the Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situated on the west side of Tombigbee, Washington county, on the waters of Laura's creek, butted and bounded on all sides by vacant land, beginning on a red oak, and runs, north, seventeen degrees west, crossing a small branch at eight chains fifty links, another at nine chains fifty links, in all twenty-eight chains fifty links, to a stake with two post oaks and a sweet gum pointers; thence, north, seventy-three east, forty chains, to a stake with a Spanish oak and two hickory pointers; thence, south, seventeen degrees east, twenty-eight chains fifty links, with a post oak and maple pointers; thence to the beginning; having such marks, natural and artificial, as are represented in the plot annexed, containing one hundred and fourteen acres: is claimed by Zachariah Landrum, under and by virtue of the third section of the above recited act, and now exhibited unto the Register of the Land Office established east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to the copy of the plot herewith filed.

ZACHARIAH LANDRUM.

MARCH 22, 1804.

[Plot omitted.]

Surveyed 22d March, 1804, by T. Malone. Chain carriers, John Gordon and Isaac Stanley.

Entered in record of claims, vol. 1, page 252, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

John Walker and Samford McClendon were presented as witnesses, and, being duly sworn and interrogated by the Board, they deposed, that they were not interested in this claim.

The said McClendon testified, that he knew that Zachariah Landrum inhabited and cultivated the land in question on the 3d of March, 1803, and before that time, and ever since; and that he was at that time the head of a family.

The said Walker testified, that he left this country in February, 1803, at which time Zachariah Landrum was in the habitation and cultivation of the land in question; that when he, Walker, returned in the winter of the same year, he found Landrum in the possession of the same land, which had the appearance of having been cultivated during the time that he, Walker, was absent; that said Landrum was, before and after the month of February, 1803, the head of a family.

Thomas Malone, surveyor, was presented as a witness, and, being duly sworn, deposed, that he surveyed the land in question, and made said plot, which exhibited a true and correct view of the land claimed, with such marks, natural and artificial, as were therein laid down; that he knew of no interfering lines; and that said land lay on the west side of the Tombigbee river, and below the old Choctaw boundary line.

The Board ordered, that the case be postponed for consideration.

JOHN GORDON's case, No. 128 on the docket of the Board, and No. 98 on the books of the Register.

Claim.—A right of pre-emption of one hundred and thirteen acres and twenty-five poles, under the third section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the following words and figures, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting the claims to lands south of the Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situated on the waters of Laura's creek, on the west side of Tombigbee river, Washington county, butted and bounded on all sides by vacant land, beginning at a post oak, and runs south, five degrees east, at twenty-two chains fifty links, crossing a branch of Laura's creek at twenty-six chains fifty links, in all, thirty-three chains fifty links, to a stake, with two hickory and two red oak pointers; thence, south, fifty-seven degrees east, eleven chains fifty-seven links, to a red oak corner; thence, north, eighty-five degrees east, twenty chains to a stake, with a chestnut, hickory, and red oak pointers; thence, north, five degrees west, crossing Laura's creek, at twenty-nine chains; in all, forty chains, to a red bay, and from thence to the beginning; having such marks, natural and artificial, as are represented in the plot annexed, containing one hundred and thirteen acres and twenty-five poles: is claimed by John Gordon, under and by virtue of the third section of the above recited act, and now exhibited unto the Register of the Land Office, east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to the copy of the plot herewith filed.

JOHN GORDON.

MARCH 22, 1804.

[Plot omitted.]

Surveyed 3d of March, 1804, by T. Malone. Chain carriers, Isaac Stanley and Zachariah Landrum.

Entered in record of claims, vol. 1, page 298, by EDWARD LLOYD WAILES, for JOSEPH CHAMBERS, Register.

The above named chain carriers were sworn before R. Harwell, Justice of the Peace.

Rawley Green and Samford McClendon were presented as witnesses, and, being duly sworn and interrogated by the Board, they deposed, that they were not interested in this claim; that John Gordon, the present claimant, before the 3d of March, 1803, on that day, and ever since, had resided upon and cultivated the land in question; and that, on said 3d of March, he was above twenty-one years of age, and the head of a family.

Thomas Malone, surveyor, was presented as a witness, and, being duly sworn, he deposed, that he surveyed and plotted the land in question, and that the plot exhibited was a correct representation thereof, according to the best of his knowledge and belief; that he knew of no interfering lines or claims.

The Board ordered that the case be postponed for consideration.

JOHN F. MCGREW and CLARK MCGREW, representatives of Julian de Castro; case commenced in page 693.

Nathan Blackwell and Francis Boykin were presented as witnesses, and, being duly sworn, they deposed, that Julian de Castro inhabited and cultivated the land then in question on the 27th day of October, 1795, and that said de Castro was, on the 10th of June, 1795, the head of a family, and more than twenty-one years of age.

The Board ordered that the case be postponed for consideration.

JOHN MCGREW, Junior's case, No. 129 on the docket of the Board, and No. 72 on the books of the Register.

Claim.—A donation of six hundred and forty acres, under the second section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the following words and figures, to wit:

To the honorable Board of Commissioners appointed in pursuance of an act of Congress passed the 3d day of March, 1803, for receiving and adjusting claims south of the Tennessee, and east of Pearl river.

Please to take notice, that a tract of land, lying on the west side of Tombigbee, in Washington county, in the hickory flat, bounded as follows: beginning at a small black-jack, and running south, seventy-three degrees east, eighty chains, to a hickory; thence, south, seventeen degrees west, eighty chains, to a large pine; thence, north, seventy-three degrees east, eighty chains, to a large pine; thence, south, seventeen degrees east, eighty chains, to the beginning; is claimed by John McGrew, Jun., of Washington county, Mississippi territory, by virtue of a settlement made by Alexander McGrew, who actually inhabited and cultivated the aforesaid land in 1797, when the evacuation took place, and conveyed by him to the said claimant, and now delivered to the Register of the Land Office, established east of Pearl river, for the purpose of being recorded. To all which he begs leave to refer, as also to the plot herewith filed.

JOHN MCGREW, Jun.

[Plot omitted.]

Surveyed 22d February, 1804, by T. Malone. Chain carriers, John F. McGrew and Benjamin King.

Entered in record of claims, vol. 1, page 204, by EDWARD LLOYD WAILES, for JOSEPH CHAMBERS, Register.

George Brewer and Joseph Lawrence were produced as witnesses, and, being duly sworn and interrogated by the Board, they deposed, that they were not interested in this case.

The said Brewer testified, that, some time in the spring of the year 1798, he was on said land, and saw some signs of a little labor having been done, such as a few trees cut down; that a small patch appeared as if something had been planted there, but did not know who performed said labour, nor that any person lived on the land that year, nor that any crop was raised there, nor that Alexander McGrew was twenty-one years of age at that time, or a married man.

The said Lawrence testified, that, in the summer of the year 1798, he saw a small pen on said land, with corn growing in it, which appeared to have been planted, but did not know who performed said work, nor that any person resided on the land that year, nor that any other improvement or cultivation was made there that year; that he did not know that Alexander McGrew was twenty-one years of age in the year 1798, but believed he was.

The said witnesses further deposed, that they understood that Alexander McGrew did the work above mentioned, or caused it to be done; and also that they never knew or heard that he did afterwards either inhabit or cultivate the said land, but that it had since been cultivated by others not claiming under him.

Thomas Malone, surveyor, was presented as a witness, and, being duly sworn, deposed, that he surveyed and plotted the land in question, and believed the plot exhibited to be correct: that the plot included the greater part of James Morgan's and Micajah Wall's surveys.

The Board ordered that the case be postponed for consideration.

JAMES CALLIER, [representative] of Isabella Trouillet, the wife of Joseph Campbell: case commenced in page 714.

Adam Hollinger, Richard Barrow, George Brewer, Junior, Richard Hawkins, and Augustine Rochon, were produced as witnesses, and, being duly sworn and interrogated by the Board, they deposed, that they had no interest in this case.

The said Brewer testified, that, in the fall of the year 1796, or 1797, as he was passing by the place in question, some negroes came out of the houses, and he asked those negroes to whom they belonged; that they told him to Peter Trouillet, or Mrs. Trouillet; that he did not certainly recollect which.

The said Hollinger testified, that he knew that negroes belonging to Peter Trouillet, from the year 1794 until 1799, inhabited on the land in question, but cultivated on the east side of the river Tombigbee; that he did not know that they cultivated on the west side of said river.

Question. Do you know whether Peter Trouillet or Isabella Trouillet resided within the territory at any time, and, if so, about what time?

Answer. I do not know that Peter Trouillet did reside within the territory, but am certain that Isabella Trouillet did reside on the land in question at the time the American troops arrived at the garrison of Fort Stoddert, and commenced to build, I believe, the year preceding.

Question. Where did Isabella Trouillet reside before the time you have mentioned?

Answer. She resided within the town of Mobile.

Question. Was not Alexander Trouillet acting as the overseer of Isabella Trouillet in the year 1797, at the place in question?

Answer. I have always understood that he was, at that time, acting as the overseer of Isabella Trouillet.

The said Hawkins testified, that, in the year 1797, he saw negroes, said to belong to Madam Trouillet, inhabiting and cultivating upon the land in question; and that Madam Trouillet at that time resided in the town of Mobile, and continued to reside there until the fall of the year 1798, when she moved and made her residence on the place in question, and continued to reside thereon until the spring of the year 1803.

Question. Did you, or did you not, understand that Isabella Trouillet was a widow in the year 1797?

Answer. I did understand that she was a widow at that time.

The said Barrow testified, that he knew that negroes, said to belong to Peter Trouillet, or the widow Trouillet, inhabited and cultivated the land in question from the year 1794 until the American troops arrived here and commenced to build the garrison Fort Stoddert; that Isabella Trouillet removed from Mobile, and did certainly inhabit on the land in question at the time the American troops came to this place, and that he believed she did remove and so inhabit the year preceding.

The said Rochon testified, that Isabella Campbell, late Isabella Trouillet, was a widow in the years 1796 and 1797, before which time, her late husband, Peter Trouillet, died.

The Board ordered that the case be postponed for consideration.

LEMUEL HENRY, attorney in fact for Antonio Espaho, representative of John Turnbull: case commenced in page 694.

Adam Hollinger, Thomas Bates, and Richard Barrow, were presented as witnesses, and, being duly sworn and interrogated by the Board, they deposed, that they had no interest in this case.

Question to said Hollinger. Do you know that the land now in question was inhabited and cultivated on the 27th of October, 1795, or not?

Answer. I do not know that it was.

Question. Do you know whether or not John Turnbull lived in the Mississippi territory on the 27th of October, 1795?

Answer. I have been informed that John Turnbull did, on the 27th of October, 1795, live at or near Baton Rouge, on the Mississippi river.

Question. Has John Turnbull, since the 27th of October, 1795, resided within this territory?

Answer. I believe he has not.

Question. Was John Turnbull, on the 1st of July, 1787, twenty-one years of age.

Answer. I think he was near forty years of age at that time.

Question. Do you know whether Michael Hartley at the time he purchased the land in question, agreed with John Turnbull, or John Joyce, his agent, that, if he did not pay him three hundred dollars at the expiration of three years from the date of said purchase, the land so purchased by Hartley should again become the property of John Turnbull?

Answer. I do not know that he did, but that he did agree to give three hundred dollars for the land; and, having failed in making the payment of the three hundred dollars at the expiration of the three years, he again gave up the possession of the land to John Turnbull or his agent.

The said Barrow testified, that one Alexander inhabited and cultivated the land in question in the years 1794 and 1795; that, in the fall of the year 1795, he quitted the possession, and Michael Hartley moved on to the same soon after Alexander quitted it; that Michael Hartley cultivated it in the years 1796, 1797, and 1798; and further, that Hartley purchased said land from John Turnbull, or John Joyce, his agent, for the consideration of three hundred dollars, to have been paid within three years from the date of the purchase, which payment he failed to make, and again gave up the land to John Turnbull or his agent, and Turnbull released him from his obligation to pay the three hundred dollars; that Emanuel Cheney afterwards purchased said land from John Turnbull, for the consideration of three hundred dollars; and that he, Barrow, saw the bill of sale which Turnbull gave Cheney for said land, in which he covenanted to warrant and defend the same against all persons.

Question. Did John Turnbull live in this territory on the 27th of October, 1795?

Answer. I do not know that he did, but believe he did not.

The said Bates testified, that said land had been cultivated and inhabited for the last fifteen years; but for whom, or for whose use or account it was cultivated on the 27th day of October, 1795, he did not know.

Question. Was John Turnbull a resident within the Mississippi territory on the 27th of October, 1795, or since?

Answer. I believe he was not, nor has he been since.

John Milliken, surveyor, was presented as a witness, and, being duly sworn, deposed, that he surveyed the land in question; that said plot exhibited a true and correct representation of the same, with such marks, natural and artificial, as were therein laid down; that the lines of this tract interfered with the lines of Howel Dupree's claim; that Colonel Benjamin Few set up a claim for the whole of said land that lay within the dotted lines.

The Board ordered that the case be postponed for consideration.

EDWIN LEWIS's case, No. 130 on the docket of the Board, and No. 23 on the books of the Register.

Claim.—A donation of six hundred and forty acres, as assignee and legal representative of Henry Nail, under the second section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the following words and figures, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting the claims to lands south of the Tennessee, and east of Pearl river.

WASHINGTON COUNTY, MISSISSIPPI TERRITORY, February 22, 1804.

Please to take notice, that the following tract of land, situate on the southwest side of the river Tombigbee, butting and bounded as follows: by a line beginning on the mouth of the first bayou, or small creek or branch below the Hatchatigby bluff or lake; thence, running due west, forty-four chains, to a corner stake; thence, running north, thirty chains, to a corner stake; thence, running north, forty-five degrees east, sixty chains, to a corner stake; thence, running due north, to a corner stake on the lower side or bank of Sintabogue; thence, down the meanders of said Sintabogue creek to the river Tombigbee; thence, down the meanders of the bank of the river to the beginning or first mentioned station; having such marks, natural and artificial, as are represented in the plot annexed, containing six hundred and forty acres: is claimed by Henry Nail, for his legal representative Edwin Lewis, under and by virtue of occupancy; he, the said Henry Nail, having occupied the same for some time previous to the final evacuation of the Spanish troops from this territory, and did, on the day of the evacuation of the Spanish troops, inhabit and cultivate the tract herein specified, and ever since unto this day, agreeable to the second and third sections of the act of Congress, entitled "An act regulating the grants of lands, and providing for the sale of the lands of the United States south of the State of Tennessee;" and that he, the said claimant, claims no other land in the territory, and the same does not appear to be claimed by any of the preceding provisions of the act; and now exhibited to the Register of the Land Office established east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to the plot hereunto fixed, &c.

[Plot omitted.]

FOR HENRY NAIL,
EDWIN LEWIS.

Entered in record of claims, vol. 1, page 62, by EDWARD LLOYD WAILES, for
JOSEPH CHAMBERS, Register.

The claimant produced a deed of conveyance from Henry Nail, bearing date the 29th day of October, 1803, relinquishing and conveying to the said Edwin Lewis all the said Nail's right, interest, and claim to the said tract of land, and to the improvements made thereon.

Young Gains and Henry Nail were presented as witnesses, and, being duly sworn and interrogated by the Board, they deposed, that they had no interest in this claim.

The said Gains testified, that he believed Henry Nail settled and built on the land then in question in the latter part of the year 1797, or the beginning of the year 1798; that he was certain that Nail did inhabit and cultivate on the same previous to the final evacuation of said territory by the Spanish troops; that the old Choctaw line and that marked by General Wilkinson as such, in the month of August, 1803, ran across said tract, and struck the river just below the Hatchatigby lake, as appeared by the dotted line on the plot; and that Henry Nail was, in the year 1797, the head of a family.

The said Nail testified, that he did improve and make some small cultivation on the land some short time before the Spanish troops evacuated said territory, which was in the fall of the year preceding that event.

Question. Have you or do you expect that there will be any other claim for land in this territory, in your name?

Answer. I sold my right to Mr. Hudson of an improvement or labor which I had made on a tract of land, but sold no land previous to my settlement and cultivation of the land now in question.

Question to said Gains. Do you think it would not be difficult to prove the settlement and cultivation of this land, on account of its remote situation from other white inhabitants?

Answer. It would, for, as well as I can recollect, there are no white families nearer than John Baker and John McGrew, Esquires; a distance of seven or eight miles from this land.

The Board ordered that the case be postponed for consideration.

Adjourned until Monday, the 2d day of April next.

MONDAY, April 2, 1804.

The Board met according to adjournment. Present: Ephraim Kirby, Robert C. Nicholas, Joseph Chambers.
Adjourned until Tuesday, the 3d instant.

TUESDAY, April 3, 1804.

The Board met according to adjournment. Present: Ephraim Kirby, Robert C. Nicholas, Joseph Chambers.
Adjourned until Wednesday, the 4th instant.

WEDNESDAY, April 4, 1804.

The Board met according to adjournment. Present: Ephraim Kirby, Robert C. Nicholas.
Adjourned until Thursday, the 5th instant.

THURSDAY, April 5, 1804.

The Board met according to adjournment. Present: Ephraim Kirby, Robert C. Nicholas.
Adjourned until Friday, the 6th instant.

FRIDAY, April 6, 1804.

The Board met according to adjournment. Present: Ephraim Kirby, Robert C. Nicholas.

WILSON CARMAN's case, No. 131 on the docket of the Board, and No. 173 on the books of the Register.

Claim.—A right of pre-emption of six hundred and ninety-one acres and five poles, under the third section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the words and figures following, to wit:

To the Commissioners appointed in pursuance of an act of Congress passed the 3d of March, 1803, for receiving and adjusting claims to land south of the Tennessee river, and east of the Pearl river.

Please to take notice, that the following tract of land, lying west of the Tombigbee river, butting and bounding as follows, viz: beginning in and about fifteen chains below Fort Stoddert, on the said river, and running due west, forty chains, to a stake; thence, south, nine degrees east, one hundred and seven chains, to a stake; thence, east, eighteen chains, to a tupelo gum, a station in water; thence, calling for the mouth of the bayou Chouheala, from calculation, nineteen chains; thence, according to Lieutenant Gains's measurement, to the beginning: is claimed by Wilson Carman, under and by virtue of the third section of the above mentioned act of Congress for granting pre-emption lands. To all which he begs leave to refer, as also the copy of the plot now delivered to the Register of the Land Office to be established east of Pearl river, which plot is herewith filed.

W. CARMAN.

FORT STODDERT, March 31, 1804.

[Plot omitted.]

Chain carriers, Augustin Rochon and Nathan Blackwell. Surveyed March 31, 1804, by Robert Ligon.

Entered in record of claims, vol. 1, page 511, by EDWARD LLOYD WAILES, for
JOSEPH CHAMBERS, Register.

The said Rochon and Blackwell, chain carriers for the preceding survey, were sworn before James Callier, Justice of the Peace.

Captain James Sterret and Godfrey Bartles were presented as witnesses, and, being duly sworn and interrogated by the Board, they deposed, that they were not interested in this case.

The said Sterret testified, that in November, 1802, he came to fort Stoddert to pay the troops, when the present claimant lived upon the land now claimed; that he was at that time the head of a family, and more than twenty-one years of age; and that having lately come to fort Stoddert, he found the claimant living at the same place; and that he had, as Sterret believed, lived there ever since he first saw him.

The said Bartles testified, that Wilson Carman, the present claimant, had, for several years last past, cultivated and resided upon the land in question, and in particular on the 3d day of March, 1803, and was at that time the head of a family.

The Board ordered that the case be postponed for consideration.

SIMPSON WHALEY's case, No. 132 on the docket of the Board, and No. 169 on the books of the Register.

Claim.—A right of pre-emption of one hundred acres, under the third section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the following words and figures, to wit.

To the Commissioners appointed in pursuance of the act of Congress passed the 3d of March, 1803, for receiving and adjusting claims to lands south of Tennessee, and east of Pearl river.

MARCH 30, 1804.

Please to take notice, that the following tract of land, situate on the west side of the Mobile river, in the county of Washington, beginning at a pine on the side of a lake a little above Fort Stoddert, running west, eighty chains to a pine; thence, south, twelve chains fifty links to a lightwood stake; thence, east, eighty chains to a water oak, on the side of said lake; thence, up the said lake to the beginning; and has such form and marks, both natural and artificial, as are fully represented in the plot annexed; containing one hundred acres: is claimed by Simpson Whaley, in and by virtue of the said act of Congress; giving the right of pre-emption, and is now exhibited to the Register of the Land Office, established east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to the copy of the plot herewith filed.

SIMPSON WHALEY.

[Plot omitted.]

Surveyed 23d of March, 1804, by James Gordon. Chain bearers, Gabriel Tissrah and William Weathers.

Entered on record of claims, vol. 1, page 506, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

The above named chain carriers were sworn before James Callier, Esq. Justice of the Peace.

Wilson Carman and Godfrey Bartles were presented as witnesses, and, being duly sworn and interrogated by the Board, they deposed, that they had no interest in this case; that Simpson Whaley, the present claimant, began to improve upon the land by him claimed before the 3d of March, 1803; that he removed on to it in the spring of 1803, but could not positively say when; that he had resided and cultivated there to the present time; and that he was more than twenty-one years of age, and the head of a family.

James Gordon, surveyor, was produced as a witness, and, being duly sworn, deposed, that he surveyed and made the plot then exhibited to the Board, and believed it to be correctly made; that it included the house and improvement of the said claimant, and that he, Gordon, knew of no interfering lines or claims.

The Board ordered that the case be postponed for consideration.

Adjourned until Saturday the 7th instant.

SATURDAY, April 7, 1804.

The Board met according to adjournment. Present: Ephraim Kirby, Robert C. Nicholas.

Robert Ligon, surveyor, was presented as a witness, and, being duly sworn, deposed, that he made the surveys and plots returned to the Board of Commissioners by the following claimants, to wit:

John Denley's pre-emption, six hundred and forty acres; Edward Creighton, representative of Benjamin King, pre-emption, thirty-two and sixth-tenths acres; George Dickey's pre-emption, six hundred and forty acres; Edward Creighton, representative of Isram Miller, donation, six hundred and forty acres; William McGrew's donation, six hundred and thirty-eight acres; Levin Haynsworth's pre-emption, three hundred and ninety-six acres; Solomon Johnson's donation, six hundred and forty acres; Clark McGrew's donation, six hundred and forty acres; Isaac Ryan's donation, six hundred and forty acres; Francis Boykin's Spanish warrant, eight hundred acres; Thomas Bassett's British grant, confirmed by Spanish warrant, one thousand and fifty acres. And that said plots respectively contained true representations of the land therein described, according to the best of his knowledge and belief, and did include the plantations and improvements of the several claimants; and that he knew of no interfering lines or claims.

The Board ordered that the said cases be postponed for consideration.

WILEY BARKER, representative of Daniel Barker; case commenced in page 657.

Robert Ligon, surveyor, was presented as a witness, and, being duly sworn, deposed, that he made the survey and plot of the land in question, and believed it to be correct; that it included the buildings and cultivated fields of the claimant; that he, Ligon, had understood that this claim was interfered with on the lower or south line by a British grant, but did not know to what extent.

The Board ordered that the case be postponed for consideration.

WILSON CARMAN's case, commenced in page 736.

Robert Ligon, surveyor, was presented as a witness, and, being duly sworn, deposed, that he made the survey and plot of the land in question, and that it was a correct representation thereof, according to the best of his knowledge and belief; that he believed that the whole of said survey was claimed by James Callier, Esq., as the representative of Joseph Campbell's wife.

The Board ordered that the case be postponed for consideration.

THE HEIRS OF CHARLES BREWER, case commenced in page 661.

Robert Ligon, surveyor, was produced as a witness, and, being duly sworn, deposed, that he surveyed and plotted the land in question, and that he believed the plot then exhibited to be correct, and that it included the improvements of the claimant; that he knew of no interfering claims or lines.

The Board ordered that the case be postponed for consideration.

THOMAS BASSETT, administrator of Nathaniel Bassett; case commenced in page 664.

Robert Ligon, surveyor, was presented as a witness, and, being duly sworn, deposed, that he made the survey and plot of the land in question, and that it was correct, according to his best knowledge and belief, and included the buildings noted on said plot; that he understood that the claim of Daniel Johnson interfered with this upon the upper or north line, and that the claim of Powel covered the southern part of said tract.

The Board ordered that the case be postponed for consideration.

RICHARD LEE, representative of Jordan Morgan; case commenced in page 656.

Robert Ligon, surveyor, was produced as a witness, and, being duly sworn, deposed, that he surveyed and plotted the land in question, and that he believed it was correct, and included the improvements of the claimant; that he understood that Hardy Wootton's claim interfered with this in part, but he, Ligon, did not know to what extent, and knew of no other interference.

The Board ordered that the case be postponed for consideration.

WYCHE WATLEY, representative of Rebecca Kimbrey; case commenced in page 657.

Robert Ligon, surveyor, was produced as a witness, and, being duly sworn, deposed, that he made the survey and plot of the land in question, and that it was correct, according to his knowledge and belief, and included the improvements of the claimant; that the said plot was at first interfered with by the claim of Richard Brashear; that the parties had since accommodated the business by mutual consent, and called him to witness the amicable adjustment which was made, by which Brashear withdrew his claim to that part which was first included in said survey; that Hardy Wootton had, as the deponent understood, exhibited a claim which covered the whole of said plot, and a part of three adjoining ones, viz: Brashear's, Lee's, and Hargrave's.

The Board ordered that the case be postponed for consideration.

RICHARD BRASHEAR's case, commenced in page 655.

Robert Ligon, surveyor, was presented as a witness, and, being duly sworn, deposed, that he made the survey and plot of the land in question; that it was true and correct, as he believed, and that it included the improvements of the claimant; that it also included a part of the claim of Wyche Watley; but that said Brashear, in the presence of said Ligon, agreed to waive his claim to all the land which said interference covered; that he knew of no other interference with his claim, except that he had heard that Hardy Wootton had run into a part of it.

The Board ordered that the case be postponed for consideration.

JAMES FRAZIER's case, commenced in page 681.

Robert Ligon, surveyor, was produced as a witness, and, being duly sworn, deposed, that he made the survey and plot of the land in question, and believed it to be correct; that it included the principal part of the old improvement of the claimant, and five others, and part of the sixth; that the claims of Elisha Simmons, William Murrel, Ransom Harwell, and Joseph Westmoreland, and part of the claim of Raleigh Green, were included within said plot; and that, on the lower or south side, it also interfered with the claim of John Baker.

The Board ordered that the case be postponed for consideration.

JOHN BREWER's case, commenced in page 658.

Robert Ligon, surveyor, was presented as a witness, and, being duly sworn, deposed, that he made the survey and plot of the land in question, and believed it to be correct, and that it included the house and improvements of the claimant; that on the southeast side it interfered with the claim of Sanders Rea, about fifty acres; that he knew of no other interference.

The Board ordered that the case be postponed for consideration.

CONSTANT MCGREW's case, No. 133 on the docket of the Board, and No. 71 on the books of the Register.

Claim.—A donation of six hundred and four acres, under the second section of the act.

The claimant presented her claim, together with a surveyor's plot of the land claimed, in the following words and figures, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting the claims to lands east of Pearl river, and south of Tennessee.

MISSISSIPPI TERRITORY, Washington County:

MARCH 2, 1804.

Please to take notice, that the following tract of land, situate on the west side of river Tombigbee, butting and bounded as follows: beginning on a corner of Doctor Chastang's lower line, on the bank of the river; thence, running south, twenty-five degrees west, along the said line, eighty chains, to a corner stake; thence, running south, sixty-five degrees east, eighty chains, to a corner pine on James McGrew's upper line; thence, north, eighteen degrees east, along the said James McGrew's line, eighty-one chains, to a corner cotton tree on the bank of the river, being James McGrew's upper corner; thence, the meanders of the river, to the beginning or station first mentioned; having such marks, natural and artificial, as are represented in the plot annexed, containing six hundred and four acres; is claimed by Constant McGrew, under and by virtue of occupancy; the said claimant having inhabited and cultivated the tract herein specified agreeable to the second section of the act of Congress, entitled "An act regulating grants of land, and providing for the sale of lands of the United States," &c. and a long time previous to and after that time; and the same does not appear to be claimed by any of the preceding provisions of the act, and the said claimant was qualified agreeable to the requisitions of the law, and claims no other land in the territory, and now exhibited to the Register of the Land Office, established east of Pearl river, to be recorded as directed by the said act. All of which this claimant begs leave to refer, as also to the plot hereto fixed, &c. &c.

CONSTANT MCGREW, her \times mark.

[Plot omitted.]

Entered in record of claims, vol. 1, page 201, by EDWARD LLOYD WAILES, for
JOSEPH CHAMBERS, Register.

Robert Ligon, surveyor, was presented as a witness, and, being duly sworn, deposed, that he surveyed the land in question, but did not make the plot, and could not say as to its correctness; but knew, from the natural marks, that it included the improvements of the claimant; that the greatest part of this claim was also claimed by James-Callier, as the assignee of Bryant and Snelgrove; that he knew of no other interference.

The Board ordered that the case be postponed for consideration.

JOHN FLOOD MCGREW's case, No. 134 on the docket of the Board, and No. 165 on the books of the Register.

Claim.—A donation of six hundred and forty acres, under the second section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the following words and figures, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the third day of March, 1803, for receiving and adjusting claims to lands south of Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situated on the north fork of Tawler creek, in the county of Washington, on the west side of Tombigbee; beginning at a hickory, running thence, south, sixty-four degrees west, ninety chains, to a corner post oak; thence, north, twenty-six degrees west, seventy chains to a corner black-jack; thence, north, sixty-four degrees east, ninety chains, to a stake corner; thence, south, twenty-six degrees east, seventy chains, to the beginning; containing six hundred and thirty acres, having such shape, form, and marks, natural and artificial, as are represented in the plot annexed: is claimed by John Flood McGrew, in and by virtue of the second section of the said act of Congress, and is now exhibited to the Register of the Land Office east of Pearl

river, to be recorded as directed by said act. To all, which he begs leave to refer, as also to a copy of the plot annexed.

J. F. McGREW.

MARCH 29, 1804.

[Plot omitted.]

Surveyed by me, Robert Ligon.

Entered in record of claims, vol. 1, page 498, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, *Register*.

Robert Ligon, surveyor, was produced as a witness, and, being duly sworn, deposed, that he made the survey and plot of the land in question, and believed it to be correct, and that it included a small improvement; that he understood that the claim of John Gordon interfered with this in a small degree, on the northeast side; that he knew of no other interference.

The Board ordered that the case be postponed for consideration.

JOHN HINES's case, No. 135 on the docket of the Board, and No. 167 on the books of the Register.

Claim.—A donation of six hundred and forty acres, as representative of Frederick Smith, under the second section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the following words and figures, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d of March, 1803, for receiving and adjusting claims to lands south of the river Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situated on the west side of Tombigbee, in the county of Washington, beginning at James Denley's, and running south, twenty degrees west, one hundred and fifteen chains; thence, north, seventy degrees west, twenty-five chains fifty links; thence, north, twenty degrees east, one hundred and thirty chains, to a sweet gum; thence, with a straight line, twenty-five chains fifty links, to a sweet gum on the river; thence, with the river, to the beginning, containing six hundred and forty acres; having such shape, form, and marks, both natural and artificial, as are represented in the plot annexed: is claimed by John Hines, representative of Frederick Smith, in and by virtue of the second section of the act, as a donation, and is now exhibited to the Register of the Land Office established east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to a copy of the plot herewith filed.

JOHN DENLEY, for

JOHN HINES,

Representative of Frederick Smith.

MARCH 28, 1804.

[Plot omitted.]

Surveyed, the 26th March, 1804, by Robert Ligon. Chain carriers, James Denley and James Donley.

Entered in record of claims, vol. 1, page 500, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, *Register*.

The claimant exhibited two writings, in the following words and figures, to wit:

Know all men by these presents, that I, Thomas Ware, have bargained and sold to Daniel Kannady an improvement made by John Wheat on the river joining Captain Hargrave's; likewise, he doth warrant and defend it from James Lovel and his heirs, this 12th day of November, 1802.

Test: HEZEKIAH CARTER, his \times mark.

THOMAS WARE.

Know all men by these presents, that I, Daniel Kannady, do bargain and sell unto George Farrar a certain tract of land, that I, Daniel Kannady, did buy of Thomas Ware, formerly called Smith's improvement, below the Sunflower. I, Daniel Kannady, warrant and defend it from James Lovel, or his heirs or assigns, this 17th day of December, 1804.

DANIEL KANNADY.

Witness: BEN. BALDWIN.

Upon the back of the last recited writing is an endorsement in the words and figures following, to wit:

For and in consideration of the sum of fifty dollars to me in hand paid, I do sell unto John Hines the within bill of sale, and all and every thing claimed thereby, as given under my hand this 14th of March, 1804.

GEORGE FARRAR.

Robert Ligon, surveyor, was presented as a witness, and, being duly sworn, deposed, that he made the survey and plot of the land in question; that it was true and correct, as he believed; that it included the improvements of the claimant; that he understood that that part of said land which adjoins the river was claimed by John Kennedy; that he had not heard of any other interfering claim.

Benjamin Baldwin and Richard Brashears were presented as witnesses, and, being duly sworn, they deposed, that they were not interested in the establishment of this claim. The said Baldwin testified, that the first knowledge he had of said land was about the month of July, 1803; that he believed that there was no person then living upon it, and, not having a general knowledge of the plot, could not say that he knew that any person lived upon the land in question at any time since he first saw it, until lately a Mr. Hills, he thought, had moved on to it. The said Brashears testified, that, according to the best of his knowledge, Frederick Smith settled upon the land in question, in the year 1797, at the place called the Old Field; that the next year his wife was wounded and scalped by the Indians at that place, after which he removed off; and that he, Brashears, did not know any thing of the succession of occupants since that time.

James Denley was produced as a witness, and, being duly sworn, deposed, that, to the best of his knowledge, Frederick Smith settled upon the land in question in the year 1797; that he never saw Smith's house or improvement, but he believed that he had made some improvement; that said Smith sold his claim to this improvement to John Wheat for one gallon of *taffia*.

The Board ordered that the case be postponed for consideration.

Adjourned until Monday the 9th instant.

MONDAY, April 9, 1804.

The Board met according to adjournment. Present: Ephraim Kirby, Robert C. Nicholas.

ALEXANDER McCULLAGH's case, No. 136 on the docket of the Board, and No. 1 on the books of the Register.

Claim.—Of two hundred acres of land, by virtue of a British grant, under the first section of the act.

The claimant presented his claim, together with a surveyor's plot of the land, in the following words and figures, to wit:

To the Commissioners appointed for receiving and adjusting claims to lands in the Mississippi territory by virtue of an act of Congress passed the 3d day of March, 1803.

GENTLEMEN:

Be pleased to take notice, that the following tract of land, situate, lying, and being within the Mississippi territory, is claimed by Alexander McCullagh, nephew and heir-at-law of Alexander McCullagh, formerly of Pensacola, in the province of West Florida, deceased, who died intestate, and that the grant mentioned in the following list or schedule, and now delivered to the Register of the Land Office, opened under and by virtue of the said act for lands lying east of Pearl river, together with a copy of the plot for the same, now also delivered in said office, will evince his right and title to said tract of land. To all which, for greater certainty, reference is hereby made.

ALEXR. McCULLAGH.

List or schedule of the tract of land referred to in the following notification, viz: Lot No. 1, two hundred acres. This is a tract of two hundred acres of land, situate on the west side of the river Tombigbee, about three-quarters of a mile above McIntosh's bluff; bounded to the north by land of Adam Tate, on the south by land surveyed for Thomas Bassett, east by the river Tombigbee, and on the west by vacant land. The title to this land will appear by the original grant to Alexander McCullagh, bearing date the 6th of April, 1778, for two hundred acres of land, situated as above stated. A copy of the plot taken from the original grant of the above mentioned land is hereto annexed, and also herewith delivered into the Land Office.

[Plot omitted.]

GEORGE THE THIRD, *by the grace of God, of Great Britain, France, and Ireland, King, defender of the faith, and so forth. To all to whom these presents shall come, greetings:*

Whereas, our loving subject, Alexander McCullagh, in his humble petition, presented to our trusty and well beloved Peter Chester, Esquire, our Captain General and Governor-in-chief in and over our province of West Florida aforesaid, bearing date the 10th day of February, now last past, did set forth in substance, that, by virtue of our royal proclamation of the 17th day of October, in the third year of our reign, a certain Thomas Wigglesworth did, on the 13th day of February, which was in the year of our Lord 1776, obtain a warrant for surveying two hundred acres of land, in consideration of his services in America, last war, as a non-commissioned officer, and some time after departed this life: that, before his death, the said Thomas Wigglesworth did, for a valuable consideration, grant, bargain, sell, assign, transfer, and set over unto the petitioner, all his estate, right, title, and interest of, in, and unto the same tract of land of two hundred acres of land; and, on account of the death of the said Thomas Wigglesworth, as aforesaid, before the passing of a patent for the said lands, the said petitioner could not obtain proper titles thereto, unless the same was granted to himself, therefore, prayed that our letters patent for the said tract might be made out and passed for the same unto, and in the name of, the said petitioner, his heirs, and assigns; which tract of land, so purchased by the said Alexander McCullagh from the said Thomas Wigglesworth before his decease, as aforesaid, we being willing to grant unto the said Alexander McCullagh, according to the prayer of this petition: *now know ye*, That we, of our special grace, certain knowledge, and mere motion, have given and granted, and by these presents, for us, our heirs and successors, do give and grant unto the said Alexander McCullagh, his heirs and assigns, all that tract of land herein before mentioned, situate on the west side of the river Tombigbee, about three quarters of a mile above McIntosh's bluff, bounded on the north by land surveyed for Adam Tate, on the south by land surveyed for Thomas Bassett, east by the river Tombigbee, and on the west by vacant land, in our province of West Florida, and having such shape, form, and marks, both natural and artificial, as are represented in the plot thereof herunto annexed, as drawn by the Surveyor General of lands; which said tract of land contains two hundred acres, and is bounded as by the further certificate herunto likewise annexed, under the hand of our said Surveyor General of lands in our said province, may more fully and at large appear; together with all woods, underwoods, timber, and timber-trees, lakes, ponds, fishingwaters, water-courses, profits, commodities, hereditaments, and appurtenances whatsoever thereunto belonging or in any wise appertaining; together, also, with the privilege of hunting, hawking, and fowling, in and upon the same, and all mines and minerals; reserving to us, our heirs and successors, all mines of gold and silver: to have and to hold the said tract of land, and all and singular the premises hereby granted, with the appurtenances, unto the said Alexander McCullagh, his heirs and assigns, in free and common socage; yielding and paying unto us, our heirs and successors, or to the Receiver General of our customs, for the time being, or to such other officer as shall be appointed to receive the same, a quit-rent of one half-penny sterling per acre, at the least of St. Michael every year; the first payment to commence on the said feast of St. Michael which shall first happen after the expiration of ten years from the date hereof, or within fourteen days after annually: *Provided, always*, (and this present grant is upon condition,) *nevertheless*, That the said Alexander McCullagh, his heirs and assigns, shall and do, within three years after the date hereof, for every fifty acres of plantable land hereby granted, clear and cultivate three acres, at least, in that part thereof which he or they shall judge most convenient and advantageous, or else do clear and drain three acres of swampy or sunken ground, or do drain three acres of marsh, if any such shall be contained therein; and shall further, within the time aforesaid, put and keep upon every fifty acres thereof, accounted barren, three neat cattle, and continue the same thereon until three acres for every fifty acres be fully cleared and improved; and if it shall so happen that there be no part of the said tract of land fit for present cultivation, without manuring and improving the same, that if the said Alexander McCullagh, his heirs and assigns, shall, within three years from the date hereof, erect on some part of the said tract of land one good dwelling-house, to contain at least twenty feet in length and sixteen in breadth, and put on his said land the like number of three neat cattle, as aforesaid, on every fifty acres therein contained; or, otherwise, if any part of the said tract of land shall be stony or rocky ground, not fit for pasture culture, shall and do, within three years, as aforesaid, besides erecting the said house, begin to employ thereon, and continue to work for three years then next ensuing, in digging in any stone quarry or mine, one good and able hand for every hundred acres thereof, it shall be accounted a sufficient cultivation and improvement: *Provided, also*, That every three acres which shall be cleared and worked, or cleared and drained, as aforesaid, shall further be accounted a sufficient seating, cultivation, and improvement, to save forever from forfeiture fifty acres of land, in any part of the tract hereby granted; and the said Alexander McCullagh, his heirs and assigns, shall be at liberty to withdraw his or their stock, or to forbear working in any quarry or mine, in proportion to such cultivation and improvements aforesaid, as shall be made upon the plantable lands, swamps, sunken grounds, or marshes therein contained: *Provided, also*, That this grant shall be duly registered in the Register's office in this province, within six months from the date hereof; and, also, that a docket thereof shall be entered in the Auditor's office, within the same time, if such establishment shall take place in this province. *Provided, always*, That the said Alexander McCullagh, his heirs and assigns, at any time hereafter, having seated, planted, cultivated, and improved the said land, or any part thereof, according to the directions and conditions above mentioned, and make proof of such seating, planting, cultivation, and improvement, in the general court, or the court of the county district or precinct where the land lieth, and have such proof certified to the Register's office, and there entered with the record of this grant, a copy of which, duly attested, shall be admitted on trial to prove the seating and planting the said land: *Provided always, nevertheless*, That if the said Alexander McCullagh, his heirs and assigns, do not in all things fully comply with and fulfil the respective directions and conditions herein above set forth, for the proper cultivation of the said land, within the time herein above limited for completion thereof; or if the said Alexander McCullagh, his heirs, or assigns, shall not pay to us, our heirs, or successors, or to the Receiver General of our quit-rents, or to the proper officer appointed to receive the same, the said quit-rent of one half-penny sterling per acre, on the said feast of St. Michael, or within fourteen days after, annually, for every acre contained in this grant, that then, and in either of these cases respectively, this grant be void, any thing contained therein to the contrary notwithstanding; and the said lands, tenements, hereditaments, and premises hereby specified, and every part thereof, shall revert to us, our heirs and successors, fully and absolutely as if the same had not been granted.

Given under the great seal of our province of West Florida: Witness our trusty and well beloved Peter Chester, Esquire, our Captain General and Governor-in-chief in and over our said province, at Pensacola, this sixth day of April, in the year of our Lord one thousand seven hundred and seventy-eight, and the eighteenth year of our reign.

Passed the Secretary's Office.

PETER CHESTER.

PH. LIVINGSTON, JUN. *Deputy Secretary.*

WEST FLORIDA, ss:

Pursuant to a fiat from his excellency Peter Chester, Esquire, Captain General, Governor, and Commander-in-chief in and over His Majesty's province of West Florida, &c. &c. to me directed, bearing date the 6th day of April, 1778, I have perused and inspected the within letters patent, and do hereby certify there is no error therein apparent to me.

R. WEGG, *Attorney General.*

AUDITOR'S OFFICE, April 6, 1778.

J. LORIMER, *Deputy Auditor.*

SECRETARY'S OFFICE, April 6, 1778.

PH. LIVINGSTON, JUN. *Deputy Secretary.*

Entered in record of claims, vol. 1, page 1, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, *Register.*

The Board ordered that the case be postponed for further consideration.

OTTO V. T. BARBERIE, attorney in fact for the heirs of Robert Farmar, case No. 137 on the docket of the Board, and No. 2 on the books of the Register.

Claim—Of one thousand acres, by virtue of a British grant, under the first section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the following words and figures, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting the claims to lands south of Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situated on the west side of the river Tombigbee, distant from the town of Mobile one hundred and thirty miles, bounded eastwardly by the river Tombigbee, northwardly by lands surveyed for Moses Kirkland and vacant land, and on all other sides by vacant land, and bath such forms and marks, both natural and artificial, as are represented in the plot annexed; containing one thousand acres, more or less: is claimed by Otto V. T. Barberie, of New York, attorney in fact for the heirs of Major Robert Farmar, under and by virtue of a British grant, dated the 6th August, 1778, now delivered to the Register of the Land Office established east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to a copy of the plot herewith filed.

OTTO V. T. BARBERIE.

[Plot omitted.]

WEST FLORIDA, ss:

GEORGE THE THIRD, *by the grace of God, of Great Britain, France, and Ireland, King, defender of the faith, &c.*
To all to whom these presents shall come, greeting:

Know ye, that we, of our special grace, certain knowledge, and mere motion, have given and granted, and, by these presents, for us, our heirs and successors, do give and grant unto Robert Farmer, his heirs and assigns, all that tract of land situated on the west side of the river Tombigbee, distant from the town of Mobile about one hundred and thirty miles, bounded eastwardly by the river Tombigbee, northwardly by land surveyed for Moses Kirkland, and vacant land, and on all other sides by vacant land, in our province of West Florida, and having such shape, form, and marks, both natural and artificial, as are represented in the plot thereof hereunto annexed, as drawn by our Surveyor General of lands, which said tract of land contains one thousand acres, and is bounded as by the further certificate hereunto likewise annexed, under the hand of our Surveyor General of lands in our said province, may more fully and at large appear; together with all woods, underwoods, timber and timber trees, lakes, ponds, fishings, waters, watercourses, profits, commodities, hereditaments, and appurtenances whatsoever thereunto belonging, or in anywise appertaining; together, also, with privilege of hunting, hawkng, and fowling in and upon the same, and all mines and minerals; reserving unto us, our heirs and successors, all mines of gold and silver: to have and to hold the said tract of land, and all and singular the premises hereby granted, with the appurtenances, unto the said Robert Farmer, his heirs and assigns, forever, in free and common socage; yielding and paying to us, our heirs, and successors, to the Receiver General of our quit-rents for the time being, or to such other officer as shall be appointed to receive the same, a quit-rent of one halfpenny sterling per acre, at the feast of St. Michael every year; the first payment to commence on the said feast of St. Michael which shall first happen after the expiration of two years from the date hereof, or within fourteen days after the said feast, annually: *Provided always*, (and this present grant is upon condition,) *nevertheless*, That the said Robert Farmer, his heirs and assigns, shall and do, within three years after the date thereof, for every fifty acres of plantable land hereby granted, clear and cultivate three acres, at least, in that part thereof which he or they shall judge most convenient and advantageous; or else do clear and drain three acres of swampy or sunken ground, or do drain three acres of marsh, if any such shall be contained therein; and shall further, within the time aforesaid, put and keep upon every fifty acres thereof accounted barren three neat cattle, and continue the same thereon, until three acres for every fifty acres be fully cleared and improved; and if it shall so happen that there be no part of the said land fit for present cultivation without manuring and improving the same, if the said Robert Farmer, his heirs and assigns, shall, within three years from the date hereof, erect on some part of the said tract of land one good dwelling house; to contain at least twenty feet in length and sixteen feet in breadth, and put on his said land the like number of three neat cattle, as aforesaid, on every fifty acres therein contained; or, otherwise, if any part of the said tract of land should be stony or rocky ground, not fit for culture or pasture, shall and do, within three years as aforesaid, besides erecting the said house, begin to employ thereon, and continue to work for three years then next ensuing, in digging in any stone quarry or mine, one good and able hand for every hundred acres thereof, it shall be accounted a sufficient cultivation and improvement: *Provided, also*, That every three acres which shall be cleared and worked or cleared and drained, as aforesaid, shall be accounted a sufficient seating, planting, cultivation, and improvement, to save forever from forfeiture fifty acres of land in any part of the tract hereby granted; and the said Robert Farmer, his heirs or assigns, shall be at liberty to withdraw his or their stock, or to forbear working in any quarry or mine, in proportion to such cultivation and improvements as shall be made upon the plantable lands, swamp, sunken grounds, or marshes therein contained: *Provided, also*, That this grant shall be duly registered in the Register's Office of this province, within six months from the date hereof; and also, that a docket thereof shall be entered in the Auditor's Office within the same time, if such establishment shall take place in this province: *Provided, always*, That the said Robert Farmer, his heirs and assigns, at any time hereafter, having seated, planted, cultivated, and improved the said land, or any part thereof, according to the directions and conditions above mentioned, may make proof of such seating, planting, cultivation,

and improvement in the general court, or in the court of the county, district, or precinct where the land lieth, and have such proof certified in the Register's Office, and there entered with the record of this grant, a copy of which, duly attested, shall be admitted on trial, to prove the seating and planting of the said land: *Provided always, nevertheless*, That if the said Robert Farmar, his heirs or assigns, do not in all things fully comply with and fulfil the respective directions and conditions herein above set forth, for the proper cultivation of the said land, within the time herein above limited for the completion thereof; or, if the said Robert Farmar, his heirs or assigns, shall not pay to us, our heirs and successors, or to the Receiver General of our quit-rents, or to the proper officer appointed to receive the same, the said quit-rent of one halfpenny sterling per acre, on the said feast of St. Michael, or within fourteen days after, annually, for every acre contained in this grant; that then, and in either of these cases, respectively, this grant shall be void, any thing contained herein to the contrary notwithstanding; and the said lands, tenements, hereditaments, and premises hereby specified, and every part or parcel thereof, shall revert to us, our heirs and successors, fully and absolutely, as if the same had never been granted.

Given under the great seal of our province of West Florida: Witness our trusty and well beloved Peter Chester, Esquire, our Captain General, Governor, and Commander-in-chief in and over our said province, at Pensacola, this sixth day of August, in the year of our Lord one thousand seven hundred and seventy-eight, and in the eighteenth year of our reign.

[G. S.] PETER CHESTER.

Passed the Secretary's Office,

PH. LIVINGSTON, JUN. *Deputy Secretary*.

WEST FLORIDA, ss:

Pursuant to a fiat from his excellency Peter Chester, Esquire, Captain General, Governor, and Commander-in-chief in and over His Majesty's province of West Florida, and to me directed, bearing date the sixth day of August, 1778, I have perused and inspected the within letters patent, and do hereby certify that there is no error therein apparent to me.

E. H. BAY, for

E. R. WEGG, *Attorney General*.

AUDITOR'S OFFICE, August 6, 1778.

A docket of the within grant is entered in book B, folio 44, by

J. LORIMER, *Deputy Auditor*.

WEST FLORIDA, SECRETARY'S OFFICE, August 6, 1778.

I do hereby certify that the within letters patent, Surveyor General's certificate, and the certificate of the Attorney General, are recorded in the Secretary and Register's Office of the province of West Florida, in liber A, No. 3, page 431. Examined and compared with the said record by

PH. LIVINGSTON, JUN. *Deputy Secretary*.

Entered in record of claims, volume 1, page 6, by EDW. LLOYD WAILES, for

JOSEPH CHAMBERS, *Register*.

The Board ordered that the case be postponed for consideration.

OTTO V. T. BARBERIE, attorney in fact for the heirs of Robert Farmar, case No. 138 on the docket of the Board, and No. 3 on the books of the Register.

Claim—Of eight hundred acres, by virtue of a British grant, under the first section of the act:

The claimant presented his claim, with a surveyor's plot of the land claimed, in the following words and figures, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting the claims to land south of Tennessee and east of Pearl river.

Please to take notice, that the following tract of land, situated on the west side of the river Tombigbee, at the high bluff, known by the name of Architepuy, adjoining the Choctaw boundary grant of land, bounded southwardly by the river Tombigbee, and on all other sides by vacant land; and hath such forms and marks, both natural and artificial, as are represented in the plot annexed, containing eight hundred acres, more or less: is claimed by Otto V. T. Barberie, of New York, attorney in fact for the heirs of Major Robert Farmar, under and in virtue of a British grant, dated the 6th day of August, 1778, now delivered to the Register of the Land Office established east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to a copy of the plot herewith filed.

FEBRUARY 8, 1804.

OTTO V. T. BARBERIE.

[Plot omitted.]

WEST FLORIDA, ss:

GEORGE THE THIRD, *by the grace of God, of Great Britain, France, and Ireland, King, defender of the faith, &c.*
To all to whom these presents shall come, greeting:

Know ye, that we, of our special grace, certain knowledge, and mere motion, have given and granted, and, by these presents, for us, our heirs and successors, do give and grant, unto Robert Farmar, his heirs and assigns, all that tract of land situated on the west side of the river Tombigbee, at the high bluff, known by the name of Architepuy, adjoining the Choctaw boundary grant of lands, [bounded] southwardly by the river Tombigbee, and on all other sides by vacant land, in our province of West Florida, and having such shape, form, and marks, both natural and artificial, as are represented in the plot thereof hereunto annexed, as drawn by our Surveyor General of lands; which said tract of land contains eight hundred acres, and is bounded as by the further certificate hereunto likewise annexed, under the hand of our said Surveyor General of lands in our said province, may more fully and at large appear; together with all woods, underwoods, timber, and timber trees, lakes, ponds, fishings, waters, watercourses, profits, commodities, hereditaments, and appurtenances whatsoever thereunto belonging, or in anywise appertaining; together, also, with privileges of hunting, hawking, and fowling in and upon the same, and all mines and minerals, reserving to us, our heirs and successors, all mines of gold and silver: to have and to hold the said tract of land, and all and singular the premises hereby granted, with the appurtenances, unto the said Robert Farmar, his heirs and assigns, forever, in free and common socage, yielding and paying unto us, our heirs and successors, or to the Receiver General of our quit-rents for the time being, or to such other officer as shall be appointed to receive the same, a quit-rent of one halfpenny sterling per acre, at the feast of St. Michael every year; the first payment to commence on the said feast of St. Michael which shall first happen after the expiration of two years from the date hereof, or within fourteen days after the said feast, annually: *Provided always*, (and this present grant is upon condition,) *nevertheless*, That the said Robert Farmar, his heirs or assigns, shall and do, within three years after the date hereof, for every fifty acres of plantable lands hereby granted, clear and cultivate three acres, at least, in that part thereof which he or they may judge most convenient and advantageous; or else do clear and drain three acres of swampy or sunken ground, or do drain three acres of marsh, if any such shall be contained therein; and shall further, within the time aforesaid, put and keep upon every fifty acres thereof accounted barren three neat cattle, and continue the same thereon, until three acres for every fifty acres be fully cleared and improved; and if it shall so happen that there be no part of the said tract of land be fit for present cultivation, without manuring and improving the same, if the said Robert Farmar, his heirs or assigns, shall, within three years from the date hereof, erect on some part of the said tract of land one good dwelling house, to contain at least twenty feet in length and sixteen feet in breadth, and put on the said tract of land the like number of three neat cattle, as aforesaid, on every fifty acres herein contained; or, otherwise, if any part of the said land shall be stony or rocky ground, not fit for

culture or pasture, shall and do, within three years, as aforesaid, besides erecting the said house, begin to employ thereon, and continue to work for three years then next ensuing, in digging in any stone quarry or mine, one good and able hand for every hundred acres thereof, it shall be accounted a sufficient seating, cultivation, and improvement, to save forever from forfeiture fifty acres of said land, in any part of the tract hereby granted.

And the said Robert Farnar, his heirs and assigns, shall be at liberty to withdraw his or their stock, or to forbear working in any quarry or mine, in proportion to such cultivation and improvement aforesaid, as shall be made upon the plantable lands, swamps, sunken grounds, or marshes therein contained: *Provided, also*, That this grant shall be duly registered in the Register's Office of this province within six months from the date hereof, and also that a docket thereof shall be entered in the Auditor's Office within the same time, if such establishment shall take place in this province: *Provided always*, That the said Robert Farnar, his heirs and assigns, at any time hereafter, having seated, planted, cultivated, and improved the said land, or any part thereof, according to the directions and conditions above mentioned, may make proof of such seating, planting, cultivation, and improvement, in the general court or in the court of the county, district, or precinct where the said land lieth, and have such proof certified to the Register's Office, and there entered with the record of this grant, a copy of which, duly attested, shall be admitted, on trial, to prove the seating and planting the said land: *Provided always, nevertheless*, That if the said Robert Farnar, his heirs and assigns, do not in all things fully comply with and fulfil the respective directions and conditions herein above set forth for the proper cultivation of the said land, within the time herein above limited for the completion thereof; or, if the said Robert Farnar, his heirs or assigns, shall not pay to us, our heirs and successors, or to the Receiver General of our quit-rents, or to the proper officer appointed to receive the same, the said quit-rent of one halfpenny sterling per acre on the said feast of St. Michael, or within fourteen days after, annually, for every acre contained in this grant; that then, and in either of these cases, respectively, this grant shall be void, any thing contained therein to the contrary notwithstanding; and the said lands, tenements, hereditaments, and premises, hereby specified, and every part and parcel thereof, shall revert to us, our heirs and successors, fully and absolutely, as if the same never had been granted.

Given under the great seal of our province of West Florida: Witness our trusty and well beloved Peter Chester, Esquire, our Captain General, Governor, and Commander-in-chief in and over our said province, at Pensacola, this sixth day of August, in the year of our Lord one thousand seven hundred and seventy-eight, and in the eighteenth year of our reign.

[G. s.] PETER CHESTER.

Passed the Secretary's office.

PH. LIVINGSTON, JUN., *Deputy Secretary*.

WEST FLORIDA, 88:

Pursuant to a fiat from his excellency Peter Chester, Esquire, Captain General, Governor, and Commander-in-chief in and over His Majesty's province of West Florida, &c., to me directed, bearing date the 6th day of August, 1778, I have perused and inspected the within letters patent, and do hereby certify that there is no error therein apparent to me.

E. R. WEGG, *Attorney General*.

AUDITOR'S OFFICE, August 6, 1788.

A docket of the within grant is entered in book B, folio 44.

J. LORIMER, *Deputy Auditor*.

WEST FLORIDA, SECRETARY'S OFFICE, August 6, 1778.

I do hereby certify that the within letters patent, Surveyor General's certificate, and the certificate of the Attorney General are recorded in the Secretary and Register's Office of the province of West Florida, in liber A, page 433. Examined and compared with the said record, by

PH. LIVINGSTON, JUN., *Dep. Sec.*

Entered in record of claims, vol. 1, page 13, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, *Register*.

The Board ordered that the case be postponed for consideration.

WILLIAM VARDEMAN's case, No. 139 on the docket of the Board, and No. 7 on the books of the Register.

Claim—Of three hundred acres, as assignee and legal representative of John Lott, Junior, by virtue of a British grant, under the first section of the act.

The claimant presented his claim, together with a plot of the land claimed, in the words and figures following, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting the claims to lands south of Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situated on the waters of Tombigbee river, in the county of Washington, bounded on the west side by land surveyed for Jesse Wall, on the north by the river Tombigbee, and on the south by lands surveyed for Arthur Moor, and southwestwardly by vacant land, containing three hundred acres, having such shape, form, and marks, both natural and artificial, as are fully represented in the plot annexed: is claimed by William Vardeman, legal representative of John Lott, by virtue of a British patent, and is now exhibited to the Register of the Land Office east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to a copy of the plot herewith filed.

WM. VARDEMAN.

GEORGE THE THIRD, *by the grace of God, of Great Britain, France, and Ireland, King, defender of the faith, &c. To all to whom these presents shall come, greeting:*

Know ye, that we, of our special grace, certain knowledge, and mere motion, have given and granted, and, by these presents, for us, our heirs and successors, do give and grant, unto John Lott, Junior, his heirs and assigns, all that tract of land situated on the west side of the river Tombigbee, distant about the town of Mobile about one hundred and five miles, bounded on the west by land surveyed for Jesse Wall, north by the river Tombigbee, south-eastwardly by land surveyed for Arthur Moore, and southwestwardly by vacant land, in our said province of West Florida, and having such shape, form, and marks, both natural and artificial, as are represented in plot thereof hereunto annexed, as drawn by our Surveyor General of lands; which said tract of land contains three hundred acres, and is bounded as by the further certificate hereunto likewise annexed, under the hand of our said Surveyor General of lands in our said province, may more fully and at large appear; together with all woods, underwoods, timber, and timber trees, lakes, ponds, fishings, waters, watercourses, profits, commodities, hereditaments, and appurtenances whatsoever thereunto belonging, or in anywise appertaining; together, also, with privilege of hunting, hawking, and fowling in and upon the same, and all mines and minerals, reserving to us, our heirs and successors, all mines of gold and silver: to have and to hold the said tract of land, and all and singular the premises hereby granted, with the appurtenances, unto the said John Lott, Junior, his heirs and assigns, forever, in free and common socage; yielding and paying unto us, our heirs and successors, or to the Receiver General of our quit-rents for the time being, or to such other officer as shall be appointed to receive the same, a quit-rent of one halfpenny sterling per acre, at the feast of St. Michael every year; the first payment to commence on the said feast of St. Michael which shall first happen after the expiration of ten years from the date hereof, or within fourteen days after the said feast, annually: *Provided always*, (and this present grant is upon condition,) *nevertheless*, That this grant shall be duly registered in the Register's Office in this province, within six months from the date hereof, and also that a

docket thereof shall be entered in the Auditor's Office within the same time, if such establishment shall take place in this province: *Provided, also*, That if the said John Lott, Junior, his heirs and assigns, do not in all things fully comply with and fulfil the conditions herein above set forth for the registering this grant, within the time herein above limited for the completion thereof; or, if the said John Lott, Junior, his heirs or assigns, shall not pay to us, our heirs and successors, or to the Receiver General of our quit-rents, or to the proper officer as shall be appointed to receive the same, the said quit-rent of one halfpenny sterling per acre, on the said feast of St. Michael, or within fourteen days thereafter, annually, for every acre contained in this grant; that then, and in either of these cases, respectively, this grant shall be void, any thing therein contained to the contrary notwithstanding; and the said lands, tenements, and hereditaments, hereby specified, and every part and parcel thereof; shall revert to us, our heirs, and successors, fully and absolutely, as if the same had never been granted.

Given under the great seal of our province of West Florida: Witness our trusty and well beloved Peter Chester, Esquire, our Captain General, Governor, and Commander-in-chief in and over our said province, at Pensacola, the sixteenth day of February, in the year of our Lord one thousand seven hundred and seventy-eight, and the eighteenth year of our reign.

Passed the Secretary's office.

[G. s.] PETER CHESTER.

PH. LIVINGSTON, JUN., *Dep. Sec.*

WEST FLORIDA, ss:

Pursuant to a fiat from his excellency Peter Chester, Esquire, Captain-General and Governor-in-chief in and over His Majesty's province of West Florida, &c. to me directed, bearing the date 16th day of February, 1778, I have perused and inspected the within letters patent, and do certify that there is no error therein apparent to me.

E. R. WEGG, *Attorney General.*

AUDITOR'S OFFICE, February 16, 1778.

A docket of the within grant is entered in book B, folio 29.

J. LORIMER, *Deputy Auditor.*

PENSACOLA, SECRETARY'S OFFICE, February 16, 1778.

I do hereby certify that the within letters patent, Surveyor General's certificate, together with the certificate of the Attorney General, are recorded in the Secretary and Register's Office of the province of West Florida, in liber A, No. 2, page 468, &c.

Examined and compared with the said record, by

PH. LIVINGSTON, JUN. *Deputy Secretary.*

[Plot omitted.]

Entered in record of claims, vol. 1, page 23, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, *Register.*

The claimant exhibited deeds of lease and release from John Lott, Jun. bearing date the 24th and 25th of September, 1780, duly executed, conveying to Hubbard Rees and John Whitehead all the said John Lott's right, title, and interest in and to said tract of land.

Also, exhibited a deed of conveyance from John Whitehead, bearing date the 27th day of October, 1800, duly executed, conveying to William Vardeman all the said Whitehead's right, title, and interest in and to the said tract of land.

The Board ordered that the case be postponed for consideration.

THE HEIRS OF JOHN MCINTOSH, case No. 140 on the docket of the Board, and No. 24 on the books of the Register.

Claim—Of five hundred acres, by virtue of a British grant, under the first section of the act:

The claimants presented their claim, together with a surveyor's plot of the land claimed, in the following words and figures, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d of March, 1803, for receiving and adjusting the claims to lands south of Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land situated as follows: beginning on or below the east end of bluff of the Tomies, or Turkey bluff, on a willow corner, on the river bank; thence, a line of marked trees, south, seven degrees east, one hundred and twenty-two Gunter's chains forty-six links, to a corner gum; thence, south, seventy-three degrees west, forty chains twenty-eight links, to an oak corner; thence, north, seventeen degrees west, one hundred and twenty-two chains forty-six links, to a corner oak on the river bank; thence, the meanders of the river Tombigbee, to the first mentioned station, having such marks, natural and artificial, as are represented in the plot annexed, containing five hundred acres: is claimed by the legal representatives of John McIntosh, deceased, under and by virtue of a British patent, legally and fully executed, bearing date the twelfth day of September, 1775, and now exhibited to the Register of the Land Office, established east of Pearl river, to be recorded as directed by said act. To all which they beg leave to refer, as also to a copy of the plot herewith filed.

Exhibited by

[Plot omitted.]

EDWIN LEWIS.

For the heirs.

WEST FLORIDA, ss:

GEORGE THE THIRD, *by the grace of God, of Great Britain, France, and Ireland, King, defender of the faith, &c.*
To all to whom these presents shall come, greeting:

Know ye, that we, of our special grace, certain knowledge, and mere motion, have given and granted, and, by these presents, do give and grant, unto John McIntosh, his heirs and assigns, all that tract of land situated on the west side of the river Tombigbee, about sixty-three miles northwardly from the town of Mobile, on the east end of the bluff of the Tomies, or Turkey bluff, butting and bounding northwardly by the said river, and on all other sides by vacant land, in our province of West Florida, and having such shape, form, and marks, both natural and artificial, as are represented in the plot thereof hereunto annexed, as drawn by our Surveyor General of lands in our said province of West Florida; which said tract of land contains five hundred acres, and is bounded, as by the further certificate hereunto likewise annexed, under the hand of our said Surveyor General of lands in our said province of West Florida, may more fully and at large appear; together with all woods, underwoods, timber, and timber trees, lakes, ponds, fishings, waters, watercourses, profits, commodities, hereditaments, and appurtenances whatsoever thereunto belonging, or in anywise appertaining; together, also, with the privilege of hunting, hawking, and fowling in and upon the same, and all mines and minerals, reserving unto us, our heirs and successors, all mines of gold and silver: to have and to hold the said tract of land, and all and singular the premises hereby granted, with the appurtenances, unto the said John McIntosh, his heirs and assigns, forever, in free and common socage, yielding and paying unto us, our heirs and successors; or to the Receiver General of our quit-rents for the time being, or to such other officer as shall be appointed to receive the same, a quit-rent of one halfpenny sterling per acre, at the feast of St. Michael every year; the first payment to commence on the said feast of St. Michael which shall first happen after the expiration of two years from the date hereof, or within fourteen days after the said feast, annually: *Provided always*, (and this present grant is upon condition,) *nevertheless*, That the said John McIntosh, his heirs and assigns, shall and do, within three years after the date hereof, for every fifty acres of plantable land hereby granted, clear and cultivate three acres, at least, in that part thereof which he or they shall judge most convenient and advantageous; or

else do clear and drain three acres of swampy or sunken ground, or do drain three acres of marsh, if any such shall be contained therein; and shall further, within the time aforesaid, put and keep upon every fifty acres thereof accounted barren three neat cattle, and continue the same thereon, until three acres for every fifty acres be fully cleared and improved; and if it shall so happen that there be no part of the said tract of land fit for present cultivation, without manuring and improving the same, if the said John McIntosh, his heirs or assigns, shall, within three years from the date hereof, erect on some part of the said tract of land one good dwelling house, to contain at least twenty feet in length and sixteen feet in breadth, and put on his said land the like number of three neat cattle, as aforesaid, on every fifty acres therein contained; or otherwise, if any part of the said tract of land shall be stony or rocky ground, not fit for culture or pasture, shall and do, within three years, as aforesaid, besides erecting the said house, begin to employ thereon, and continue to work for three years then next ensuing, in digging any stone quarry or mine, one good and able hand for every fifty acres thereof, it shall be accounted a sufficient cultivation and improvement, to save forever from forfeiture fifty acres of land in any part of the tract hereby granted; and the said John McIntosh, his heirs and assigns, shall be at liberty to withdraw his or their stock, or to forbear working in any quarry or mine, in proportion to such cultivation and improvements aforesaid, as shall be made upon the plantable lands, swamps, sunken grounds, or marshes therein contained: *Provided, also*, That this grant shall be duly registered in the Register's Office of this province, within six months from the date hereof, and also that a docket thereof shall be entered in the Auditor's within the same time, if such establishment shall take place in this province: *Provided always*, That the said John McIntosh, his heirs and assigns, at any time hereafter, having seated, planted, cultivated, and improved the said land, or any part thereof, agreeable to the directions and conditions above mentioned, and make proof of such seating, planting, cultivation, and improvement, in the general court, or in the court of the county, district, or precinct where the said land lieth, and have such proof certified to the Register's Office, and there entered with the record of this grant, a copy of which, duly attested, shall be admitted on trial, to prove the seating and planting the said land: *Provided always, nevertheless*, That if the said John McIntosh, his heirs and assigns, do not in all things fully comply with and fulfil the respective directions and conditions herein above set forth for the proper cultivation of the said land, within the time limited for the completion thereof; or, if the said John McIntosh, his heirs or assigns, shall not pay to us, our heirs and successors, or to the Receiver General of our quit-rents, or to the proper officer appointed to receive the same, the said quit-rent of one halfpenny sterling per acre on the said feast of St. Michael, or within fourteen days after, annually, for every acre contained in this grant; that then, and in either of these cases, respectively, this grant shall be void, any thing therein contained to the contrary notwithstanding; and the said lands, tenements, and premises, hereby specified, and every part or parcel thereof, shall revert to us, our heirs and successors, fully and absolutely, as if the same never had been granted.

Given under the great seal of our province of West Florida: Witness our trusty and well beloved Peter Chester, Esq. our Captain General, Governor, and Commander-in-chief in and over our said province, at Pensacola, this twelfth day of September, in the year of our Lord 1775, and in the fifteenth year of our reign.

[G. s.] PETER CHESTER.

Pursuant to a fiat from his excellency Peter Chester, Esquire, Captain General, Governor, and Commander-in-chief in and over His Majesty's province of West Florida, &c. to me directed, bearing date the 12th day of September, 1775, I have perused and inspected the within letters patent, and do certify that there is no error therein apparent to me.

E. R. WEGG, *Attorney General*.

WEST FLORIDA, SECRETARY'S OFFICE, September 12, 1775.

I do hereby certify that the within letters patent, Surveyor General's certificate, and the certificate of the Attorney General, are recorded in the Secretary and Register's Office of the province of West Florida, in liber A, No. 3, page 111.

Examined and compared with the said record by

ALEXANDER McCULLAGH, *Deputy Secretary*.

Entered in record of claims, vol. 1, page 24, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, *Register*.

The Board ordered that the case be postponed for consideration.

ELIHU HALL BAY's case, No. 141 on the docket of the Board, and No. 113 on the books of the Register.

Claim—Of one hundred and seventy-three acres, as assignee and legal representative of William Fradgley, by virtue of a British grant, under the first section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the following words and figures, to wit:

To the Honorable the Commissioners appointed in pursuance of the act of Congress passed the 2d day of March, 1803, for receiving and adjusting claims to lands south of Tennessee, and east of Pearl river.

GENTLEMEN:

DECEMBER 20, 1803.

Please to take notice, that the following tract of land, on the west side of Tombigbee river, for one hundred and seventy-three acres, about sixty-two miles above the town of Mobile, butting and bounding (at the time of survey,) westwardly on lands granted to John McIntosh, northwardly on said river, and on all other sides by vacant lands; is claimed by Elihu Hall Bay, of Charleston, South Carolina, under and by virtue of a grant to one William Fradgley under the great seal of West Florida, signed by Governor Chester, dated the 15th March, 1776; also, a lease and release from the grantee to Elihu Hall Bay, the claimant, for the same, as may appear by the original grant and conveyance now delivered unto the Register of the Land Office, now established east of Pearl river, to be recorded as directed by the said act. To all which he begs leave to refer, as also to a copy of the plot annexed to the original grant, herewith filed.

ELIHU H. BAY.

WEST FLORIDA, ss:

[Plot omitted.]

GEORGE THE THIRD, *by the grace of God, of Great Britain, France, and Ireland, King, defender of the faith, &c.*
To all to whom these presents shall come, greeting:

Know ye, that we, of our special grace, certain knowledge, and mere motion, have given and granted, and by these presents, for us, our heirs and successors, do give and grant, unto William Fradgley, a reduced non-commissioned officer, his heirs and assigns, all that tract of land situated on the west of the river Tombigbee, about sixty-two miles above Mobile, butting and bounding westwardly on land granted unto John McIntosh, northerly on said river, and on all other sides by vacant land, in our province of West Florida, and having such shape, form, and marks, both natural and artificial, as are represented in the plot thereof hereunto annexed, as drawn by our Surveyor General of lands; which said tract of land contains one hundred and seventy-three acres, and is bounded as by the further certificate hereunto likewise annexed, under the hand of our said Surveyor General of lands in our said province, may more fully and at large appear; together with all woods, underwoods, timber, and timber trees, lakes, ponds, fishings, waters, watercourses, profits, commodities, hereditaments, and appurtenances whatsoever thereunto belonging, or in anywise appertaining; together, also, with privilege of hunting, hawking, and fowling in and upon the same, and all mines and minerals; reserving to us, our heirs and successors, all mines of gold and silver: to have and to hold the said tract of land, and all and singular the premises hereby granted, with the appurtenances, unto the said William Fradgley, his heirs and assigns, forever, in free and common socage; yielding and paying unto us, our heirs and successors, or to the Receiver General of our quit-rents for the time being, or to such other officer as shall be appointed to receive the same, a quit-rent of one halfpenny sterling per acre, at the feast of St. Michael every

year; the first payment to commence on the said feast of St. Michael which shall first happen after the expiration of ten years from the date hereof, or within fourteen days after, annually: *Provided always*, (and this present grant is upon condition) *nevertheless*, That the said William Fradgley, his heirs or assigns, shall and do, within three years after the date hereof, for every fifty acres of plantable land hereby granted, clear and cultivate three acres, at least, in that part thereof which he or they shall judge most convenient and advantageous, or else do clear and drain three acres of swampy or sunken ground, or do drain three acres of marsh, if any, such shall be contained therein; and shall further, within the time aforesaid, put and keep upon every fifty acres thereof accounted barren three neat cattle, and continue the same thereon, until three acres for every fifty acres be fully cleared and improved; and if it shall so happen that there be no part of the said tract of land fit for present cultivation, without mauling and improving the same, if the said William Fradgley, his heirs and assigns, shall, within three years from the date hereof, erect on some part of the said tract of land one good dwelling house, to contain at least twenty feet in length and sixteen feet in breadth, and put on his said land the like number of three neat cattle, as aforesaid, on every fifty acres therein contained; or, otherwise, if any part of the said tract of land shall be stony and rocky ground, not fit for culture or pasture, shall and do, within three years, as aforesaid, besides erecting the said house, begin to employ thereon, and continue to work for three years then next ensuing, in digging any stone quarry or mine, one good and able hand for every hundred acres thereof, it shall be accounted a sufficient seating, cultivation, and improvement: *Provided also*, That every three acres which shall be cleared and worked, or cleared and drained, as aforesaid, shall further be accounted a sufficient seating, planting, cultivation, and improvement, to save forever from forfeiture fifty acres of land in any part of the tract hereby granted. And the said William Fradgley, his heirs and assigns, shall be at liberty to withdraw his or their stock, or to forbear working in any stone quarry or mine, in proportion to such cultivation and improvements aforesaid, as shall be made upon the plantable lands, swamps, sunken grounds, or marshes therein contained: *Provided, also*, That this grant shall be duly registered in the Register's Office within this province, in six months from the date hereof, and also a docket thereof shall be entered in the Auditor's Office within the same time, if such establishment shall take place in this province: *Provided always*, That the said William Fradgley, his heirs and assigns, at any time hereafter, having seated, planted, cultivated, and improved the said land, or any part thereof, according to the directions and conditions above mentioned, may make proof of such seating, planting, cultivation, and improvement, in the general court, or in the court of the county, district, or precinct where the land lieth, and have such proof certified to the Register's Office, and there entered with the record of this grant, a copy of which, duly attested, shall be admitted on trial, to prove the seating and planting the said land: *Provided always, nevertheless*, That if the said William Fradgley, his heirs and assigns, do not in all things fully comply with and fulfil the respective directions and conditions herein above set forth for the proper cultivation of the said land, within the time herein above limited for the completion thereof; or, if the said William Fradgley, his heirs or assigns, shall not pay to us, our heirs and successors, or to the Receiver General of our quit-rents, or to the proper officer appointed to receive the same, the said quit-rent of one halfpenny sterling per acre, on the said feast of St. Michael, or within fourteen days after, annually, for every acre contained in this grant; that then, and in either of these cases, respectively, this grant shall be void, any thing therein contained to the contrary notwithstanding; and the said lands, tenements, hereditaments, and premises, hereby specified, and every part and parcel thereof, shall revert to us, our heirs and successors, fully and absolutely, as if the same never had been granted. This grant being in pursuance of our royal proclamation of the 7th day of October, in the third year of our reign.

Given under the great seal of our province of West Florida: Witness our trusty and beloved Peter Chester, Esquire, our Captain General, Governor, and Commander-in-chief in and over our said province, at Pensacola, this thirtieth day of March, in the year of our Lord one thousand seven hundred and seventy-six, and in the sixteenth year of our reign.

[G. S.] PETER CHESTER.

Passed the Secretary's Office.

PH. LIVINGSTON, JUN., *Deputy Secretary*.

WEST FLORIDA, 38:

Pursuant to a fiat from his excellency Peter Chester, Esquire, Captain General, Governor, and Commander-in-chief in and over His Majesty's province of West Florida, &c., to me directed, bearing date the 13th day of March, 1776, I have perused and inspected the within letters patent, and hereby certify that there is no error therein apparent to me.

E. R. WEGG, *Attorney General*, by

E. H. BAY, *his Attorney*.

WEST FLORIDA, SECRETARY'S OFFICE, March 16, 1776.

I do hereby certify that the within letters patent, Surveyor General's certificate, and the certificate of the Attorney General, are recorded in the Secretary's and Register's Office of the province of West Florida, in liber A. No. 3, page 141.

Examined and compared with the said record by

PH. LIVINGSTON, JUN. *Deputy Secretary*.

The claimant exhibited deeds of lease and release from William Fradgley, bearing date the 14th and 15th of March, 1776, duly executed, conveying to the said Elihu Hall Bay all the said Fradgley's right, title, and interest in and to the said tract of land.

Entered in record of claims, vol. 1, page 350, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, *Register*.

The Board ordered that the case be postponed for consideration.

ELIHU HALL BAY's case, No. 142 on the docket of the Board, and No. 114 on the books of the Register.

Claim—Of twenty-seven acres of land, as assignee and legal representative of William Fradgley, by virtue of a British grant, under the first section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the following words and figures, to wit:

To the Honorable Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1802, for receiving and adjusting claims to lands south of the Tennessee, and east of Pearl river.

GENTLEMEN:

Please to take notice, that the following tract of land of twenty-seven acres, on the west side of Tombigbee river, about sixty-two miles above the town of Mobile, at a place known by the name of Tomies bluff; butting and bounding northerly on said river, northeasterly on John McIntosh's land, and on all other sides by vacant land: is claimed by Elihu Hall Bay, of Charleston, South Carolina, under and by virtue of a grant to William Fradgley, dated the 15th March, 1776, for the same, and indentures of lease and release from Fradgley to E. H. Bay for this tract; which grant and indentures of lease and release are all now delivered unto the Register of the Land Office established east of Pearl river, as directed by said act, with a copy of the plot annexed to the original grant. To all which he begs leave to refer.

E. H. BAY.

DECEMBER 20, 1803.

[Plot omitted.]

A plot of twenty-seven acres of land on Tombigbee river, claimed by Elihu Hall Bay, of Charleston, South Carolina.

E. H. BAY.

DECEMBER 20, 1803.

WEST FLORIDA, 88:

GEORGE THE THIRD, *by the grace of God, of Great Britain, France, and Ireland, King, defender of the faith, &c.*
To all to whom these presents shall come, greeting:

Know ye, that we, of our special grace, certain knowledge, and mere motion, have given and granted; and, by these presents, for us, our heirs and successors, do give and grant, unto William Fradgley, a reduced non-commissioned officer, his heirs and assigns, all that tract of land, situated northerly, about sixty-three miles above the town of Mobile, on the west side of Tombigbee river, at a place known by the name of Tomies bluff, butting and bounding northerly on the said river Tombigbee, and on all other sides by vacant land, in our province of West Florida; and having such shape, form, and marks, both natural and artificial, as are represented in the plot thereof hereunto annexed, as drawn by our Surveyor General of lands; which said tract of land contains twenty-seven acres, and is bounded as by the further certificate hereunto likewise annexed, under the hand of our said Surveyor General of lands in our said province, may more fully and at large appear: together with all woods, underwoods, timber, and timber-trees, lakes, ponds, fishings, waters, watercourses, profits, commodities, hereditaments, and appurtenances whatsoever thereunto belonging, or in anywise appertaining: together, also, with privilege of hunting, hawking, and fowling in and upon the same, and all mines and minerals, reserving to us, our heirs and successors all mines of gold and silver: to have and to hold the said tract of land, and all and singular the premises hereby granted, with the appurtenances, unto the said William Fradgley, his heirs, and assigns, forever, in free and common socage; yielding and paying unto us, our heirs and successors, or to the Receiver General of our quit-rents for the time being, or to such other officer as shall be appointed to receive the same, a quit-rent of one halfpenny sterling per acre, at the feast of St. Michael every year; the first payment to commence on the said feast of St. Michael which shall first happen after the expiration of ten years from the date hereof, or within fourteen days after the said feast, annually: *Provided always*, (and this present grant is upon condition) *nevertheless*, That the said William Fradgley, his heirs and assigns, shall and do, within three years after the date hereof, for every fifty acres of plantable land hereby granted, clear and cultivate three acres, at least, in that part thereof which he or they may judge most convenient and advantageous, or else do clear and drain three acres of swampy or sunken ground, or do drain three acres of marsh, if any such shall be contained therein; and shall further, within the time aforesaid, put and keep upon every fifty acres thereof accounted barren three neat cattle, and continue the same thereon, until three acres for every fifty acres be fully cleared and improved; and if it shall so happen that there be no part of the said tract of land fit for present cultivation, without manuring and improving the same, if the said William Fradgley, his heirs or assigns, shall, within three years from the date hereof, erect on some part of the said tract of land one good dwelling house, to contain at least twenty feet in length and sixteen feet in breadth, and put on his said land the like number of three neat cattle, as aforesaid, on every fifty acres therein contained: or, otherwise, if any part of the said land shall be stony and rocky ground, not fit for culture or pasture, shall and do, within three years as aforesaid, besides erecting the said house, begin to employ thereon and continue to work for three years then next ensuing, in digging any stone quarry or mine, one good and able hand for every hundred acres thereof, it shall be accounted a sufficient cultivation and improvement: *Provided, also*, That every three acres which shall be cleared and drained, as aforesaid, shall further be accounted a sufficient seating, planting, cultivation, and improvement, to save forever from forfeiture fifty acres of land in any part of the tract hereby granted; and the said William Fradgley, his heirs and assigns, shall be at liberty to withdraw his or their stock, or to forbear working in any quarry or mine, in proportion to such cultivation and improvements aforesaid as shall be made upon the plantable lands, swamps, sunken grounds, or marshes therein contained: *Provided, also*, That this grant shall be duly registered in the Register's Office within six months from the date hereof, and also a docket thereof shall be entered in the Auditor's Office within the same time, if such establishment shall take place in this province: *Provided, always*, That the said William Fradgley, his heirs and assigns, at any time hereafter, having seated, planted, cultivated, and improved the said land, or any part thereof, according to the directions and conditions above mentioned, may make proof of such seating, planting, cultivation, and improvement, in the general court, or the court of the county, district, or precinct where the said land lieth, and have such proof certified to the Register's Office, and there entered with the record of this grant, a copy of which, duly attested, shall be admitted on trial, to prove the seating and planting of the said land: *Provided always, nevertheless*, That if the said William Fradgley, his heirs and assigns, do not in all things fully comply with and fulfil the respective directions and conditions above set forth, for the proper cultivation of the said land, within the time hereunto above limited for the completion thereof; or, if the said William Fradgley, his heirs or assigns, shall not pay to us, our heirs and successors, or to the Receiver General of our quit-rents, or to the proper officer appointed to receive the same; the said quit-rent of one halfpenny sterling per acre, on the said feast of St. Michael, or within fourteen days after, annually, for every acre contained in this grant; that then, and in either of these cases respectively, this grant shall be void, any thing herein contained to the contrary notwithstanding; and the said lands, tenements, hereditaments, and premises hereby specified, and every part and parcel thereof, shall revert to us, our heirs and successors, fully and absolutely, as if the same never had been granted. This grant being in-pursuance of our royal proclamation of the seventh day of October, in the third year of our reign.

Given under the great seal of our province of West Florida: Witness our trusty and well-beloved Peter Chester, Esquire, our Captain General, Governor, and Commander-in-chief in and over our said province, at Pensacola, this thirteenth day of March, in the year of our Lord, one thousand seven hundred and seventy-six, and the sixteenth year of our reign.

Passed the Secretary's Office.

[G. S.] PETER CHESTER.

PH. LIVINGSTON, JUN., *Deputy Secretary*.

WEST FLORIDA, 88:

Pursuant to a fiat from his excellency Peter Chester, Esquire, Captain General, Governor, and Commander-in-chief in and over his Majesty's province of West Florida, &c. &c., to me directed, bearing date the thirteenth day of March, 1776, I have perused and inspected the within letters patent, and do hereby certify that there is no error therein apparent to me.

E. R. WEGG, *Atty. General*, by

ELIHU HALL BAY, *his Attorney*.

WEST FLORIDA, SECRETARY'S OFFICE, March —, 1776.

I do hereby certify, that the within letters patent, Surveyor General's certificate, and the certificate of the Attorney General, are recorded in the Secretary's and Register's Office of the province of West Florida in liber. A. No. 3, page 143.

Examined and compared with the said record by

PH. LIVINGSTON, JUN., *Dep. Sec.*

The claimant exhibited deeds of lease and release from William Fradgley, bearing date the 14th and 15th days of March, 1776, duly executed, conveying to the said Elihu Hall Bay all the said Fradgley's right, title, and interest, to the said tract of land.

Entered in record of claims, vol. 1, page 357, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, *Register*.

The Board ordered that the case be postponed for consideration.

ELIHU HALL BAY's case, No. 143 on the docket of the Board, and No. 115 on the books of the Register.

Claim—Of five hundred acres, as assignee and legal representative of John Sutherland, by virtue of a British grant, under the first section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the following words and figures, to wit:

To the Honorable the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting claims to lands south of the river Tennessee, and east of Pearl river.

GENTLEMEN:

Please to take notice, that the following tract of land, situated on the west side of Tombigbee river, about one hundred and twelve miles above the town of Mobile, joining the Tombigbee river to the northeast, bounded on the northwest by lands surveyed to Charles Walker, and on the other two sides by vacant land; containing five hundred acres: is claimed by Elihu Hall Bay, of Charleston, South Carolina, under and by virtue of a grant, under the great seal of West Florida, dated the 23d October, 1779, to John Sutherland, signed by Governor Chester, a bargain and sale from John Sutherland, by Elihu Hall Bay, his attorney, to Henry Beaumont, dated the 13th day of November, 1779. Also, a bargain and sale from Henry Beaumont back to Elihu Hall Bay, for said tract of land, dated 15th of November, 1779; which grant and intermediate conveyances are all now delivered unto the Register of the Land Office established east of Pearl river, as directed by said act, with a copy of the plot of the said land to the original grant annexed. To all which he begs leave to refer.

DECEMBER 20, 1803.

E. H. BAY.

[Plot omitted.]

A plot of five hundred acres of land claimed by Elihu Hall Bay, of Charleston, South Carolina.

DECEMBER 20, 1803.

E. H. BAY.

WEST FLORIDA, 35.

GEORGE THE THIRD, *by the grace of God, of Great Britain, France, and Ireland, King, defender of the faith, &c.*
To all to whom these presents shall come, greeting:

Know ye, that we, of our special grace, certain knowledge, and mere motion, have given and granted, and, by these presents, for us, our heirs and successors, do give and grant, unto John Sutherland, a reduced master's mate in our navy, his heirs and assigns, all that tract of land, situated on the west side of the river Tombigbee, distant from the town of Mobile about one hundred and twelve miles, joining the river Tombigbee at the northeast, bounded on the northwest side by land surveyed for Charles Walker, and on the other two sides by vacant land, in our province of West Florida, and having such shape, form, and marks, both natural and artificial, as are represented in the plot thereof hereunto annexed, as drawn by our Surveyor General of lands; which said tract of land contains five hundred acres, and is bounded as by the further certificate hereunto likewise annexed, under the hand of our said Surveyor General of lands, in our said province, may more fully and at large appear; together with all woods, underwoods, timber, and timber trees, lakes, ponds, fishings, waters, watercourses, profits, commodities, hereditaments, and appurtenances whatsoever thereunto belonging, or in anywise appertaining, together, also, with privilege of hunting, hawking, and fowling in and upon the same, and all mines and minerals; reserving to us, our heirs and successors, all mines of gold and silver: to have and to hold the said tract of land, and all and singular the premises hereby granted, with the appurtenances, unto the said John Sutherland, his heirs and assigns, forever, in free and common socage, yielding and paying unto us, our heirs and successors, or to the Receiver General of our quit-rents for the time being, or to such other officer, as shall be appointed to receive the same, a quit-rent of one halfpenny sterling per acre, at the feast of St. Michael, every year; the first payment to commence on the said feast of St. Michael, which shall first happen after the expiration of ten years from the date hereof, or within fourteen days after the said feast, annually: *Provided always*, (and this present grant is upon condition,) *nevertheless*: That the said John Sutherland, his heirs or assigns, shall and do within three years after the date hereof, for every fifty acres of plantable land hereby granted, clear and cultivate three acres, at least, in that part thereof which he or they shall judge most convenient and advantageous; or else do clear and drain three acres of swampy or sunken ground, or do drain three acres of marsh, if any such shall be contained therein; and shall further, within the time aforesaid, put and keep upon every fifty acres thereof accounted barren three neat cattle, and continue the same thereon, until three acres for every fifty acres be fully cleared and improved; and if it shall so happen that there be no part of the said land fit for present cultivation, without mapping and improving the same, if the said John Sutherland, his heirs or assigns, shall, within three years from the date hereof, erect on some part of the said tract of land one good dwelling house, to contain at least twenty feet in length and sixteen feet in breadth, and put on his said land the like number of three neat cattle, as aforesaid, on every fifty acres therein contained; or, otherwise, if any part of the said tract of land shall be stony and rocky ground, not fit for culture or pasture, shall and do, within three years, as aforesaid, besides erecting the said house, begin to employ thereon, and continue to work for three years then next ensuing, in digging any stone quarry or mine, one good and able hand for every hundred acres thereof, it shall be accounted a sufficient cultivation and improvement: *Provided also*, That every three acres which shall be cleared and worked, or cleared and drained, as aforesaid, shall further be accounted a sufficient seating, planting, cultivation, and improvement, to save forever from forfeiture fifty acres of land, in any part of the tract hereby granted; and the said John Sutherland, his heirs and assigns, shall be at liberty to withdraw his or their stock, or to forbear working in any stone quarry or mine in proportion to such cultivation and improvements as shall be made upon the plantable lands, swamps, sunken grounds, or marshes therein contained: *Provided also*, That this grant shall be duly registered in the Register's Office of this province within six months from the date hereof, and also, that a docket thereof shall be entered in the Auditor's Office within the same time, if such establishment shall take place in this province: *Provided, always*, That the said John Sutherland, his heirs and assigns, at any time hereafter, having seated, planted, cultivated, and improved the said land, or any part thereof, according to the directions and conditions above mentioned, may make proof of such seating, planting, cultivation, and improvement, in the general court, or in the court of the county, district, or precinct where the said land lieth, and have such proof certified to the Register's Office, and there entered with the record of this grant, a copy of which, duly attested, shall be admitted on trial to prove the seating, planting, cultivation, and improvement of the said land: *Provided always, nevertheless*, That if the said John Sutherland, his heirs and assigns, do not in all things fully comply with and fulfil the respective directions and conditions herein above set forth for the proper cultivation of the said land, within the time herein above limited for the completion thereof; or, if the said John Sutherland, his heirs or assigns, shall not pay to us, our heirs and successors, or to the Receiver General of our quit-rents, or to the proper officer appointed to receive the same, the said quit-rent of one halfpenny sterling per acre, on the feast of St. Michael, or within fourteen days after, annually, for every acre contained in this grant; that then, and in either of these cases, respectively, this grant shall be void, any thing therein contained to the contrary notwithstanding; and the said lands, tenements, hereditaments, and premises, hereby specified, and every part and parcel thereof, shall revert to us, our heirs and successors, fully and absolutely, as if the same had never been granted. This grant being in pursuance of our royal proclamation of the seventh day of October, in the third year of our reign.

Given under the great seal of our province of West Florida: Witness our trusty and well beloved Peter Chester, Esquire, our Captain General, Governor, and Commander-in-chief in and over our said province, at Pensacola, this twenty-second day of October, in the year of our Lord one thousand seven hundred and seventy-nine, and in the nineteenth year of our reign.

Passed the Secretary's Office.

[G. S.] PETER CHESTER.

ELIHU HALL BAY, *Deputy Secretary.*

WEST FLORIDA, 38.

Pursuant to a fiat from his excellency Peter Chester, Esquire, Captain General, Governor, and Commander-in-chief in and over His Majesty's province of West Florida, &c., to me directed, bearing date the 22d day of October, 1779, I have perused and inspected the within letters patent, and do hereby certify that there is no error therein apparent to me.

E. G. WEGG, *Attorney General.*

WEST FLORIDA, SECRETARY'S OFFICE, Pensacola, 22d October, 1779.

I do hereby certify, that the within letters patent, Surveyor General's certificate, and the certificate of the Attorney General, are recorded in the Secretary and Register's Office of the Province of West Florida, in liber A, No. 3, page 532.

Examined and compared with the said record, by

ELIHU HALL BAY, *Dep. Secretary and Register.*

AUDITOR'S OFFICE, PENSACOLA, 22d October, 1779.

A docket of the within grant is entered in this office, in book B, page — by

J. LORIMER, *Dep. Auditor.*

Entered in record of claims, vol. 1. page 371, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS. *Register.*

The claimant produced a deed of conveyance from John Sutherland, executed by Elihu Hall Bay, as attorney for said Sutherland, dated 13th day of November, 1779, conveying to Henry Beaumont all the said Sutherland's right, title, and claim to the said tract of land.

The claimant also produced a deed of conveyance from Henry Beaumont, bearing date the 15th day of November, 1779, conveying to Elihu Hall Bay all the said Beaumont's right, title, and claim to the said tract of land.

The Board ordered that the case be postponed for consideration.

AUGUSTIN ROCHON's heirs, case No. 144 on the docket of the Board, and No. 116 on the books of the Register.

Claim.—Of two hundred and twenty-five acres of land, as the legal representatives of Augustin Rochon, deceased, by virtue of a British grant, under the first section of the act.

The claimants presented their claim, together with a surveyor's plot of the land claimed, in the following words and figures, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting claims to land south of Tennessee, and east of Pearl river.

FORT STODDERT, March 12, 1804.

Please to take notice, that the following tract of land, lying west of Tombigbee river, butting and bounding northwardly by Lewis Forneret's land, southerly by Daniel Mortimer's land, eastwardly by said river, and on the other side by vacant land; about two miles above Nanna Hubba bluff, and about sixty-two miles from the town of Mobile: is claimed by Louise Rochon, widow, for and in behalf of the heirs of Augustin Rochon, deceased, under and by virtue of a British patent granted to Augustin Rochon, deceased, late husband of the said Louise, as may appear by the original patent now delivered to the Register of the Land Office to be established east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to a copy of the plot herewith filed.

AUGUSTIN ROCHON,

Attorney for Louise Rochon.

[Plot omitted.]

WEST FLORIDA, ss.

GEORGE THE THIRD, *by the grace of God, of Great Britain, France, and Ireland, King, defender of the faith, &c.*
To all to whom these presents shall come, greeting:

Know ye, that we, of our special grace, certain knowledge, and mere motion, have given and granted, and by these presents, for us, our heirs and successors, do give and grant, unto Augustin Rochon, his heirs and assigns, all that tract of land situated on the west side of the river Tombigbee, about two miles above the bluff of the Nanna Hubba, and about sixty-two miles above the town of Mobile, bounded northwardly by Lewis Forneret's land, southwardly by Daniel Mortimer's land, eastwardly by said river, and on the other side by vacant land, in our said province of West Florida, and having such shape, form, and marks, both natural and artificial, as are represented in the plot thereof hereunto annexed, as drawn by our Surveyor General of lands, in our said province of West Florida; which said tract of land contains two hundred and twenty-five acres, and is bounded as by the further certificate hereunto likewise annexed, under the hand of our said Surveyor General of lands in our said province, may more fully and at large appear; together with all woods, underwoods, timber, and timber trees, lakes, ponds, fishings, waters, watercourses, profits, commodities, hereditaments, and appurtenances whatsoever thereunto belonging, or in anywise appertaining; together, also, with privilege of hunting, hawking, and fowling in and upon the same, and all mines and minerals, reserving to us, our heirs and successors, all mines of gold and silver: to have and to hold the said tract of land, and all and singular the premises hereby granted, with the appurtenances, unto the said Augustin Rochon, his heirs and assigns, forever, in free and common socage, yielding and paying unto us, our heirs and successors, or to the Receiver General of our quit-rents for the time being, or to such other officer as shall be appointed to receive the same, a quit-rent of one halfpenny sterling per acre, at the feast of St. Michael every year: the first payment to commence on the said feast of St. Michael which shall first happen after the expiration of two years from the date hereof, or within fourteen days after the said feast, annually: *Provided always*, (and this present grant is upon condition,) *nevertheless*, That the said Augustin Rochon, his heirs or assigns, shall and do, within three years after the date hereof, for every fifty acres of plantable land hereby granted, clear and cultivate three acres, at least, in that part thereof which he or they shall judge most convenient and advantageous; or else do clear and drain three acres of swampy or sunken ground, or do drain three acres of marsh, if any such shall be contained therein; and shall further, within the time aforesaid, put and keep upon every fifty acres thereof accounted barren three neat cattle, and continue the same thereon, until three acres for every fifty be fully cleared and improved; and if it shall so happen that there be no part of the said land fit for present cultivation, without manuring and improving the same, if the said Augustin Rochon, his heirs and assigns, shall, within three years from the date hereof, erect on some part of the said tract of land one good dwelling house, to contain at least twenty feet in length and sixteen feet in breadth, and put on his said land the like number of three neat cattle, as aforesaid, on every fifty acres therein contained; or otherwise, if part of the said tract of land shall be stony or rocky ground, not fit for culture or pasture, shall and do, within three years, as aforesaid, besides erecting the said house, begin to employ thereon, and continue to work for three years then next ensuing, in digging any stone quarry or mine, one good and able hand for every hundred acres thereof, it shall be accounted a sufficient cultivation and improvement: *Provided also*, That every three acres which shall be cleared and worked, or cleared and drained, as aforesaid, shall further be accounted a sufficient seating, planting, cultivation, and improvement, to save forever from forfeiture fifty acres of land in any part of the said tract hereby granted. And the said Augustin Rochon, his heirs and assigns, shall be at liberty to withdraw his or their stock, or to forbear working in any quarry or mine, in proportion to such cultivation and improvements aforesaid, as shall be made upon plantable lands, swamps, sunken grounds or marshes therein contained: *Provided always*, That this grant shall be duly registered in the Register's Office of this province, within six months from the date hereof, and also a docket thereof shall be entered in the Auditor's Office within the same time, if such establishment shall take place in this province: *Provided always*, That the said Augustin Rochon, his heirs and assigns, shall at any time hereafter, having seated, planted, cultivated, and improved the said land, or any part thereof, according to the directions and conditions above mentioned, may make proof of such seating, planting, cultivation, and improvement, in the general court, or in the court of the county, district, or precinct where the said land lieth; and have such proof certified to the Register's Office, and there entered with the record of this grant, a copy of which, duly attested, shall be admitted on trial, to prove the seating and planting of the said land: *Provided always, nevertheless*, That

if the said Augustin Rochon, his heirs and assigns, do not in all things fully comply with and fulfil the respective directions and conditions herein above set forth, for the proper cultivation of the said land, within the time herein above limited for the completion thereof; or if the said Augustin Rochon, his heirs and assigns, shall not pay to us, our heirs and successors, or to the Receiver General of our quit-rents, or to the proper officer appointed to receive the same, the said quit-rent of one halfpenny sterling per acre, on the said feast of St. Michael, or within fourteen days after the said feast, annually, for every acre contained in this grant; that then, and in either of these cases, respectively, this grant shall be void, any thing contained therein to the contrary notwithstanding; and the said lands, tenements, hereditaments, and premises, hereby specified, and every part and parcel thereof, shall revert to us, our heirs and successors, fully and absolutely, as if the same never had been granted.

Given under the great seal of our said province of West Florida: Witness our trusty and well beloved Peter Chester, Esq. our Captain General, Governor, and Commander-in-chief in and over our said province, at Pensacola, this fourth day of December, in the year of our Lord one thousand seven hundred and seventy-nine, and in the twentieth year of our reign.

[G. S.] PETER CHESTER.

Passed the Secretary's office.

ELIHU HALL BAY, *Dep. Sec'y.*

WEST FLORIDA, ss.

Pursuant to a fiat from his excellency Peter Chester, Esquire, Captain General, Governor, and Commander-in-chief, in and over His Majesty's province of West Florida, &c. &c. to me directed, bearing date the fourth day of December, 1779, I have perused and inspected the within letters patent, and do hereby certify that there is no error therein apparent to me.

E. R. WEGG, *Attorney General.*

WEST FLORIDA, SECRETARY'S OFFICE, *Pensacola, 4th December, 1779.*

I do hereby certify, that the within letters patent, Surveyor General's certificate, and the certificate of the Attorney General, are recorded in the Secretary and Register's Office of the province of West Florida, in liber A. No. 3, page 534.

Examined and compared with the said record, by

ELIHU HALL BAY, *Dep. Secretary and Register.*

PENSACOLA, AUDITOR'S OFFICE, *4th December, 1779.*

A docket of the within grant is entered in book B, page —, by

J. LORIMER, *Deputy Auditor.*

Entered in record of claims, vol. 1, page 393, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, *Register.*

The Board ordered that the case be postponed for consideration.

The HEIRS OF AUGUSTIN ROCHON, case No. 145 on the docket of the Board, and No. 117 on the books of the Register.

Claim—Of five hundred and fifty acres of land, by virtue of a British patent, under the first section of the act.

The claimants presented their claim, together with a surveyor's plot of the land claimed, in the following words and figures, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting the claims to lands south of Tennessee, and east of Pearl river.

FORT STODDERT, *12th March, 1804.*

Please to take notice, that the following tract of land, lying west of the river Tensaw, butting and bounding on the north by land surveyed to Charles Parent; northwestward by land possessed by Lewis Duret; south by land possessed by John Trouillet, and southwestward by the river Tensaw, about thirty-six miles above the town of Mobile: is claimed by Louise Rochon, widow, for and in behalf of the heirs of Augustin Rochon, deceased, under and by virtue of a British patent granted to Augustin Rochon, deceased, late husband of the said Louise, as may appear by the original patent now delivered to the Register of the Land Office established east of Pearl river, to be recorded as directed by said act. To all which she begs leave to refer, as also to a copy of the plot herewith filed.

AUGUSTIN ROCHON, *Attorney for*

LOUISE ROCHON.

[Plot omitted.]

WEST FLORIDA, ss.

GEORGE THE THIRD, *by the grace of God, of Great Britain, France, and Ireland, King, defender of the faith, &c.*
To all to whom these presents shall come, greeting:

Know ye, that we, of our special grace, certain knowledge, and mere motion, have given and granted, and by these presents, for us, our heirs and successors, do give and grant, unto Augustin Rochon, his heirs and assigns, all that tract of land situated on the west side of the river Tensaw, about thirty-six miles above the town of Mobile, bounded on the north by land surveyed to Charles Parent, northward by land surveyed to Lewis Duret, south by land possessed by John Trouillet, and southwestward by the river Tensaw, in our province of West Florida, and having such shape, form, and marks, both natural and artificial, as are represented in the plot thereof hereunto annexed, as drawn by our Surveyor of lands; which said tract of land contains five hundred and fifty acres, and is bounded as by the further certificate, hereunto likewise annexed, under the hand of our said Surveyor General of lands, in our said province, will more fully and at large appear; together with all woods, underwoods, timber, and timber trees, lakes, ponds, fishings, waters, watercourses, profits, commodities, hereditaments, and appurtenances whatsoever, thereunto belonging, or in anywise appertaining; together, also, with privilege of hunting, hawking, and fowling in and upon the same, and all mines and minerals, reserving unto us, our heirs and successors, all mines of gold and silver: to have and to hold the said tract of land, and all and singular the said premises hereby granted, with the appurtenances, unto the said Augustin Rochon, his heirs and assigns, forever, in free and common socage, yielding and paying unto us, our heirs and successors, or to the Receiver General of our quit-rents for the time being, or to such other officer as shall be appointed to receive the same, a quit-rent of one halfpenny sterling per acre, at the feast of St. Michael, every year; the first payment to commence on the said feast of St. Michael which shall first happen after the expiration of two years, or within fourteen days after the said feast, annually: *Provided always*, (and this present grant is upon condition,) *nevertheless*, That the said Augustin Rochon, his heirs and assigns, shall and do, within three years after the date hereof, for every fifty acres of plantable lands hereby granted, clear and cultivate three acres, at least, in that part thereof which he or they shall judge most convenient and advantageous; or else, do clear and drain three acres of swampy or sunken ground, or do drain three acres of marsh, if any such shall be contained therein; and shall further, within the time aforesaid, put and keep upon every fifty acres thereof accounted barren three neat cattle, and continue the same thereon, until three acres for every fifty acres be fully cleared and improved; and if it shall so happen that there be no part of the said tract of land fit for present cultivation, without manuring and improving the same, if the said Augustin Rochon, his heirs or assigns, shall, within three

years from the date hereof, erect on some part of the said tract of land one good dwelling house, to contain at least twenty feet in length and sixteen in breadth, and put on his said land the like number of three neat cattle, as aforesaid, on every fifty acres therein contained: or, otherwise, if any part of the said tract of land shall be stony and rocky ground, not fit for culture or pasture, shall and do, within three years, as aforesaid, besides erecting the said house, begin to employ thereon, and continue to work, for three years then next ensuing, in digging any stone quarry or mine, one good and able hand for every hundred acres thereof, it shall be accounted a sufficient cultivation and improvement: *Provided, also*, That every three acres which shall be cleared and worked, or cleared and drained, as aforesaid, shall further be accounted a sufficient cultivation and improvement, to save forever from forfeiture fifty acres of land in any part of the said tract hereby granted. And the said Augustin Rochon, his heirs or assigns, shall be at liberty to withdraw his or their stock, or to forbear working in any quarry or mine, in proportion to such cultivation and improvement: *Provided always*, That the said Augustin Rochon, his heirs and assigns, at any time hereafter, having seated, planted, cultivated, and improved the said land, or any part thereof, according to the directions and conditions above mentioned, may make proof of such seating, planting, cultivation, and improvement, in the general court, or in the court of the county, district, or precinct where the said land lieth, and have such proof certified to the Register's Office, and there entered with the record of this grant, a copy of which, duly attested, shall be admitted on trial, to prove the seating and planting the said land: *Provided always, nevertheless*, That, if the said Augustin Rochon, his heirs and assigns, do not in all things fully comply with and fulfil the respective directions and conditions herein above set forth, for the proper cultivation of the said land, within the time herein above limited for the completion thereof; or, if the said Augustin Rochon, his heirs and assigns, shall not pay to us, our heirs and successors, or to the Receiver General of our quit-rents, or to the proper officer appointed to receive the same, the said quit-rent of one halfpenny sterling per acre, on the said feast of St. Michael, or within fourteen days after, annually, for every acre contained in this grant; that then, and in either of these cases, respectively, this grant shall be void, any thing herein contained to the contrary notwithstanding; and the said lands, tenements, hereditaments, and premises, hereby specified, and every part and parcel thereof, shall revert to us, our heirs and successors, fully and absolutely, as if the same never had been granted.

Given under the great seal of our province of West Florida: Witness our trusty and well beloved Peter Chester, Esquire, our Captain General, Governor, and Commander-in-chief in and over our said province, at Pensacola, this sixteenth day of June, in the year of our Lord one thousand seven hundred and seventy-seven, and the seventeenth year of our reign.

[C. s.] PETER CHESTER.

Passed the Secretary's Office.

PH. LIVINGSTON, Jun. Deputy Sec.

WEST FLORIDA, ss.

Pursuant to a fiat from his excellency Peter Chester, Esquire, Captain General, Governor, and Commander-in-chief in and over His Majesty's province of West Florida, &c. to me directed, bearing date the 16th day of June, 1777, I have perused and inspected the within letters patent, and do hereby certify that there is no error therein apparent to me.

ELIHU HALL BAY, for

E. R. WEGG, Attorney General.

WEST FLORIDA, SECRETARY'S OFFICE, June 16, 1777.

I do hereby certify that the within letters patent, Surveyor General's certificate, and the certificate of the Attorney General, are recorded in the Secretary's and Register's Office of the province of West Florida, in liber A, No. 3, page 284. Examined and compared with the said record by

PH. LIVINGSTON, JUN., Deputy Secretary.

AUDITOR'S OFFICE, June 16, 1777.

A docket of the within grant is entered in book B, folio 4, by

J. LORIMER, Deputy Auditor.

Entered in record of claims, vol. 1, page 400, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

The Board ordered that the case be postponed for consideration.

FRANCIS COLEMAN's case, No. 146 on the docket of the Board, and No. 118 on the books of the Register.

Claim—Of five hundred acres of land, as assignee and legal representative of Charles Walker, by virtue of a British grant, under the first section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the words and figures following, to wit:

To the Honorable the Board of Commissioners appointed in pursuance of the act of Congress, passed the 3d day of March, 1803, for receiving and adjusting the claims to lands south of Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situated on the west side of Tombigbee, beginning on a point immediately above the Black Rock, on the river Tombigbee, and running west, twenty-one degrees thirty minutes south, fifty-six chains fifty links, to the corner; thence, north, twenty-one degrees thirty minutes west, fifty-eight chains and fifty links, to the river; thence, along said river, to the beginning; containing five hundred acres, more or less: is claimed by Francis Coleman, of Jefferson county, State of Georgia, under and by virtue of a British patent, granted to Charles Walker, conveyed by Charles Walker to Joel Walker, and by Joel Walker to the claimant, and now delivered to the Register of the Land Office established, in pursuance of the aforesaid act of Congress, east of Pearl river, to be recorded as directed by said act of Congress. To all which he begs leave to refer, as also to a copy of the plot herewith filed.

WILLIAM COLEMAN,

Attorney in fact for Francis Coleman.

[Plot omitted.]

GEORGE THE THIRD, by the grace of God, of Great Britain, France, and Ireland, King, defender of the faith, &c.
To all to whom these presents shall come, greeting:

Know ye, that we, of our special grace, certain knowledge, and mere motion, have given and granted, and by these presents, for us, our heirs and successors, do give and grant, unto Charles Walker, his heirs and assigns, all that tract of land situated on a point immediately above the Black Rock, on the river Tombigbee, about one hundred and twelve miles above the town of Mobile, which tract of land is bounded by the river Tombigbee on the north-east, south, and southwest, and part by vacant land, and on the west by vacant land, in our province of West Florida; and having such shape, form, and marks, both natural and artificial, as are represented in the plot thereof heretofore annexed, as drawn by our Surveyor General of lands; which said tract contains five hundred acres, and is bounded as by the further certificate, heretofore likewise annexed, under the hand of our said Surveyor General of lands in our said province may more fully and at large appear; together with all woods, underwoods, timber, and timber trees, lakes, ponds, fishings, waters, watercourses, profits, commodities, hereditaments, and appurtenances, whatsoever, thereunto belonging, or in any wise appertaining; together, also, with privilege of hunting, hawking, and fowling in and upon the same, and all mines and minerals, reserving unto us, our heirs and successors, all mines of gold and silver: to have and to hold the said tract of land, and all and singular the premises hereby granted, with the appurtenances, unto the said Charles Walker, his heirs and assigns, forever, in free and common socage; yield-

ing and paying unto us, our heirs and successors, or to the Receiver General of our quit-rents for the time being, or to such other officer as shall be appointed to receive the same, a quit-rent of one halfpenny sterling per acre, at the feast of St. Michael every year; the first payment to commence on the said feast of St. Michael which shall first happen after the expiration of ten years from the date hereof, or within fourteen days after the said feast, annually: *Provided always*, (and this present grant is upon condition,) *nevertheless*, That this grant shall be duly registered in the Register's Office of this province within six months from the date hereof, and also that a docket thereof shall be entered in the Auditor's Office within the same time, if such establishment shall take place in this province: *And provided, also*, That if the said Charles Walker, his heirs and assigns, do not in all things fully comply with and fulfil the respective directions and conditions herein above set forth for registering [this grant, within the time herein above limited for the completion thereof; or if the said Charles Walker, his heirs or assigns, shall not pay to us, our heirs and successors, or to the Receiver General of our quit-rents, or to the proper officer appointed to receive the same, the said quit-rent of one halfpenny sterling per acre, on the said feast of St. Michael, or within fourteen days after, annually, for every acre contained in this grant; that then, and in either of these cases, respectively, this grant shall be void, any thing therein contained to the contrary notwithstanding; and the said lands, tenements, hereditaments, and premises, hereby specified, and every part and parcel thereof, shall revert to us, our heirs and successors, fully and absolutely, as if the same never had been granted.

Given under the great seal of our province of West Florida: Witness our trusty and well beloved Peter Chester, Esquire, our Captain General, Governor, and Commander-in-chief in and over our said province, at Pensacola, the twenty-seventh day of January, in the year of our Lord one thousand seven hundred and seventy-seven, and in the seventeenth year of our reign.

[G. s.]

PETER CHESTER.

Passed the Secretary's Office.

PH. LIVINGSTON, JUN., *Deputy Secretary*.

Pursuant to a fiat from his excellency Peter Chester, Esq. our Captain General, Governor, and Commander-in-chief in and over His Majesty's province of West Florida, &c. &c. to me directed, bearing date the 27th day of January, 1777, I have perused and inspected the within letters patent, and do hereby certify that there is no error therein apparent to me.

E. R. WEGG, *Attorney General*.

PENSACOLA, January 27, 1777.

I do hereby certify that the within letters patent, Surveyor General's certificate, and the certificate of the Attorney General, are recorded in the Secretary and Register's Office of the province of West Florida, in liber A, No. 2, page 286, &c. Examined and compared with the said record by

PH. LIVINGSTON, JUN. *Deputy Secretary*.

Entered in record of claims, vol. 1, page 406, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, *Register*.

The claimant exhibited a deed of conveyance from Joel Walker, bearing date the 21st day of December, 1798; also, a deed from Mary Walker, the wife of said Joel, bearing date the 28th day of December, 1798, duly executed and proven, conveying and relinquishing to Francis Coleman, in and by the first mentioned deed, all the said Joel's right, title, interest, and claim in and to the said tract of land, and in and by the other said deed, conveying and relinquishing to the said Coleman all the said Mary's right, title, interest, and estate, in or to said tract of land.

The Board ordered that the case be postponed for consideration.

FRANCIS COLEMAN's case, No. 147 on the docket of the Board, and No. 119 on the books of the Register.

Claim—Of one hundred acres, as legal representative of Abraham Little, by virtue of a British grant, under the first section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the following words and figures, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d of March, 1803, for receiving and adjusting claims to lands south of Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situated on the west side of Tombigbee, bounded to the north by land surveyed for Frederick George Mulcaster, to the northward by the river Tombigbee, and on all other sides by vacant land, and hath such marks, both natural and artificial, as are fully represented in the plot annexed: is claimed by Francis Coleman, of Jefferson county, and State of Georgia, under and by virtue of a British patent, granted to Abraham Little, and by Abraham Little to Frances Walker, and from Frances Walker to Joel Walker, and from Joel Walker to said claimant; and is now exhibited to the Register of the Land Office established east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to the plot herewith filed.

WM. COLEMAN,

Attorney in fact for Francis Coleman.

[Plot omitted.]

GEORGE THE THIRD, *by the grace of God, of Great Britain, France, and Ireland, King, Defender of the Faith, &c.*
To all to whom these presents shall come, greetings:

Know ye, that we, of our special grace, certain knowledge, and mere motion, have given and granted, and by these presents, for us, our heirs and successors, do give and grant, unto Abraham Little, his heirs and assigns, all that tract of land situated on the west side of the river Tombigbee, about one hundred and thirteen miles from the town of Mobile, bounded to the northward by land surveyed for Frederick George Mulcaster, to the northeast by the river Tombigbee, and on the other sides by vacant land, in our said province of West Florida; and having such shape, form, and marks, both natural and artificial, as are represented in the plot thereof, hereunto annexed, as drawn by our Surveyor General of lands in our said province of West Florida; which said tract of land contains one hundred acres, and is bounded, as by the further certificate hereunto likewise annexed, under the hand of our said Surveyor General of lands in our province, may more fully and at large appear; together with all woods, underwoods, timber, and timber, trees, lakes, ponds, fishings, waters, watercourses, profits, commodities, hereditaments, and appurtenances whatsoever hereunto belonging, or in anywise appertaining; together, also, with privilege of hunting, hawking, and fowling in and upon the same, and all mines and minerals; reserving to us, our heirs and successors, all mines of gold and silver: to have and to hold the said tract of land, and all and singular the premises hereby granted, with the appurtenances, unto the said Abraham Little, his heirs and assigns, forever, in free and common socage; yielding and paying unto us, our heirs and successors, or to the Receiver General of our quit-rents for the time being, or to such other officer as shall be appointed to receive the same, a quit-rent of one halfpenny sterling per acre, at the feast of St. Michael every year; the first payment to commence on the said feast of St. Michael which shall first happen after the expiration of two years from the date hereof, or within fourteen days after the said feast, annually: *Provided always*, (and this present grant is upon condition,) *nevertheless*, That the said Abraham Little, his heirs and assigns, shall and do, within three years after the date hereof, for every fifty acres of plantable land hereby granted, clear and cultivate three acres, at least, in that part thereof which he or they shall judge most convenient and advantageous; or else, do clear and drain three acres of swampy or sunken ground, or do drain three acres of marsh, if any such shall be contained therein; and shall further, within the time aforesaid, put and keep upon every fifty acres thereof accounted barren three neat cattle, and continue the same thereon, until three acres for every fifty acres be fully cleared and improved; and if it shall so happen that there be no part of the said tract of land fit for present cultivation, without manuring and improving the same, if the said Abraham Little, his heirs and assigns, shall, within three years from the date hereof, erect on some part of the said tract of

land one good dwelling house, to contain at least twenty feet in length and sixteen feet in breadth, and put on his said land the like number of three neat cattle, as aforesaid, on every fifty acres therein contained; or otherwise, if any part of the said land shall be stony or rocky ground, not fit for culture or pasture, shall and do, within three years, as aforesaid, besides erecting the said house, begin to employ thereon, and continue to work for three years then next ensuing, in digging any stone quarry or mine, one good and able hand for every hundred acres thereof, it shall be accounted a sufficient seating, planting, cultivation, and improvement; *Provided, also*, That every three acres which shall be cleared and worked, or cleared and drained, as aforesaid, shall further be accounted a sufficient seating, cultivation, and improvement, to save forever from forfeiture fifty acres of land in any part of the tract hereby granted; and the said Abraham Little, his heirs and assigns, shall be at liberty to withdraw his or their stock, or to forbear working in any quarry or mine, in proportion to such cultivation and improvement, as aforesaid, as shall be made upon the plantable lands, swamps, sunken grounds, or marshes therein contained: *Provided, also*, That this grant shall be duly registered in the Register's Office of this province within six months from the date hereof, and also that a docket thereof shall be entered in the Auditor's Office within the same time, if such establishment shall take place in this province: *Provided always*, That the said Abraham Little, his heirs and assigns, at any time hereafter, having seated, planted, cultivated, and improved the said land, or any part thereof, according to the directions and conditions above mentioned, may make proof of such seating, planting, cultivation, and improvement, in the general court, or in the court of the county, district, or precinct where the said land lieth; and have such proof certified to the Register's Office, and there entered with the record of this grant, a copy of which, duly attested, shall be admitted on trial, to prove the seating and planting of the said land: *Provided always, nevertheless*, That if the said Abraham Little, his heirs and assigns, do not in all things fully comply with and fulfil the respective directions and conditions herein above set forth, for the proper cultivation of the said land within the time limited for the completion thereof; or, if the said Abraham Little, his heirs or assigns, shall not pay to us, our heirs and successors, or to the Receiver General of our quit-rents, or to the proper officer appointed to receive the same, the said quit-rent of one halfpenny sterling per acre, at the said feast of St. Michael, or within fourteen days after the said feast, annually, for every acre contained in this grant; then, and in either of these cases, respectively, this grant shall be void, any thing contained therein to the contrary notwithstanding; and the said lands, tenements, hereditaments, and premises, hereby specified, and every part and parcel thereof, shall revert to us, our heirs, and successors, fully and absolutely, as if the same never had been granted.

Given under the great seal of our province of West Florida: Witness our trusty and well beloved Peter Chester, Esq. Captain General, Governor, and Commander-in-chief in and over our said province, at Pensacola, this 16th day of February, 1778, and in the eighteenth year of our reign.

[c. s.] PETER CHESTER.

Passed the Secretary's Office,

PH. LIVINGSTON, JUN., *Deputy Secretary*.

WEST FLORIDA, 33:

Pursuant to a fiat from his excellency Peter Chester, Esq. Captain General, Governor, and Commander-in-chief in and over His Majesty's province of West Florida, &c. to me directed, bearing date the 16th day of February, 1778, I have perused and inspected the within letters patent, and do hereby certify that there is no error therein apparent to me.

E. R. WEGG, *Attorney General*.

WEST FLORIDA, SECRETARY'S OFFICE, February 16, 1778.

I do hereby certify that the within letters patent, Surveyor General's certificate, and the certificate of the Attorney General, are recorded in the Secretary and Register's Office of the province of West Florida, in liber A, No. 3, page 385, &c. Examined and compared with the said record by

PH. LIVINGSTON, JUN. *Deputy Secretary*.

AUDITOR'S OFFICE, Feb. 16, 1778.

A docket of the within grant is entered in book B, folio 23, per

J. LORIMER, *Deputy Auditor*.

Entered in record of claims, vol. 1, page 416, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, *Register*.

The claimant produced a deed from Joel Walker, bearing date the 31st day of December, 1798, conveying all the said Joel's right, title, interest, and claim in and to the said tract of land.

The Board ordered that the case be postponed for consideration.

JAMES HOGGATT's case, No. 148 on the docket of the Board, and No. 120 on the books of the Register.

Claim—Of two hundred and fifty acres, as legal representative of William Wall, and Eleanor, his wife, by virtue of a British grant, under the first section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the following words and figures, to wit:

MISSISSIPPI TERRITORY, WASHINGTON COUNTY, February 4, 1804.

James Hoggatt, a citizen of the territory aforesaid, claims two hundred and fifty acres of land, lying on the west side of the river Tombigbee, formerly granted by His British Majesty to William Wall, by letters patent, bearing date the 20th day of March, 1778; which original patent is in the possession of the present claimant, and a plot hereof is thereunto annexed; and by the said William Wall, and Eleanor, his wife, by their deed, legally and fully executed, bearing date the 3d day of November, 1778, did convey unto the said James Hoggatt the said two hundred and fifty acres of land.

[Plot omitted.]

JAMES HOGGATT.

WEST FLORIDA, 33.

GEORGE THE THIRD, by the grace of God, of Great Britain, France, and Ireland, King, defender of the faith, &c.
To all to whom these presents shall come, greeting:

Know ye, that we, of our special grace, certain knowledge, and mere motion, have given and granted, and by these presents, for us, our heirs, and successors, do give and grant, unto William Wall, his heirs and assigns, all that tract of land, situated on the west side of the river Tombigbee, bounded on the northwest by lands surveyed for William Tucker, on the northeast side by the river Tombigbee, and on all other sides by vacant land, in our province of West Florida; and having such shape, form, and marks, both natural and artificial, as are represented in the plot thereof hereunto annexed, as drawn by our Surveyor General of lands; which said tract of land contains two hundred and fifty acres, and is bounded as by the further certificate hereunto likewise annexed, under the hand of our said Surveyor General of lands in our said province, will more fully and at large appear; together with all woods, underwoods, timber, and timber trees, lakes, ponds, fishings, waters, watercourses, profits, commodities, hereditaments and appurtenances whatsoever thereunto belonging, or in anywise appertaining; together, also, with privilege of hunting, hawking, and fowling in and upon the same, and all mines and minerals, reserving unto us, our heirs and successors, all mines of gold and silver: to have and to hold the said tract of land, and all and singular the premises hereby granted, with the appurtenances, unto the said William Wall, his heirs and assigns, forever, in free and common socage, yielding and paying unto us, our heirs and successors, or to the Receiver General of our quit-rents for the time being, or to such other officer as shall be appointed to receive the same, a quit-rent of one halfpenny sterling per acre, at the feast of St. Michael every year; the first payment to commence on the said feast of St. Michael which shall first happen after the expiration of ten years from the date hereof, or within fourteen days after the said feast, annually; *Provided always*, (and this present grant is upon condition,) *nevertheless*, That this grant shall be duly registered in the Register's Office of this province, within six months from the date

hereof, and also that a docket shall be entered in the Auditor's Office within the same time, if such establishment shall take place in this province: *And provided, also*, That if the said William Wall, his heirs and assigns, do not in all things fully comply with and fulfil the conditions herein above set forth, for the registering this grant within the time limited for the completion thereof; or, if the said William Wall, his heirs and assigns, shall not pay to us, our heirs and successors, or to the Receiver General of our quit-rents, or to the proper officer appointed to receive the same, the said quit-rent of one halfpenny sterling per acre, on the said feast of St. Michael, or within fourteen days after the said feast, annually, for every acre contained in this grant; that then, and in either of these cases, respectively, this grant shall be void, any thing therein contained to the contrary notwithstanding; and the said lands, tenements, hereditaments, and premises, hereby specified, and every part and parcel thereof, shall revert to us, our heirs and successors, as fully and absolutely as if the same never had been granted.

Given under the great seal of our province of West Florida: Witness our trusty and well beloved Peter Chester, Esq., our Captain General, Governor, and Commander-in-chief in and over our said province, at Pensacola, this 20th of March, 1778, and in the eighteenth year of our reign.

[G. s.]

PETER CHESTER.

Passed the Secretary's Office.

PH. LIVINGSTON, Jun. *Deputy Secretary*.

WEST FLORIDA, ss.

Pursuant to a fiat from his excellency Peter Chester, Esq., Captain General, Governor, and Commander-in-chief in and over His Majesty's province of West Florida, &c. &c. to me directed, bearing date the 20th day of March, 1778, I have perused and inspected the within letters patent, and do hereby certify that there is no error therein apparent to me.

E. R. WEGG, *Attorney General*.

PENSACOLA, SECRETARY'S OFFICE, March 20, 1778.

I do hereby certify that the within letters patent, Surveyor General's certificate, and the certificate of the Attorney General, are recorded in the Secretary and Register's Office of this province, in lib. A, No. 2, page 500.

Examined and compared with the said record, by

PH. LIVINGSTON, JUN., *Deputy Secretary*.

AUDITOR'S OFFICE, March 20, 1778.

A docket of the within grant is entered in book B, folio 33, per

J. LORIMER, *Deputy Auditor*.

Entered in record of claims, vol. 1, page 424, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, *Register*.

The claimant exhibited a deed of conveyance from William Wall, and Eleanor his wife, bearing date the 3d day of November, 1778, conveying to the said claimant all the said William and Eleanor's right, title, interest, claim, and demand in and to the said two hundred and fifty acres of land.

The Board ordered that the case be postponed for consideration.

ROBERT ABRAHAMS' case, No. 149 on the docket of the Board, and No. 123 on the books of the Register.

Claim—Of five hundred acres, by virtue of a British patent, under the first section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the following words and figures, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting claims to lands south of Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situated on the west side of the river Tombigbee, in the county of Washington, butting and bounding northeast by said river, west by John Matthews's land, and on all sides by vacant land, containing five hundred acres, having such shape, form, and marks, both natural and artificial, as are represented in the plot annexed: is claimed by Richard Burney, attorney in fact for Robert Abrahams, in and by virtue of a British patent, and is now exhibited to the Register of the Land Office established east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to a copy of the plot herewith filed.

RICHARD BURNEY,

Attorney in fact for Robert Abrahams.

MARCH 26, 1804.

[Plot omitted.]

By His Excellency PETER CHESTER, Esquire, Captain General, Governor, and Commander-in-chief in and over His Majesty's province of West Florida, &c. &c.

To ELIAS DURNFORD, Esquire, *Surveyor General*:

You are hereby directed and required to measure, or cause to be admeasured and laid out, to Robert Abrahams, a plantation or tract of land containing five hundred acres, situated on the west side of the river Tombigbee, about one hundred and fifteen miles from the town of Mobile, in West Florida, observing His Majesty's instructions in laying out the same, taking the utmost care you can that the same has not been heretofore run out on any warrant or patent, but be vacant land, and return a plot thereof hereunto annexed, certified by you in the Secretary's Office within six months from this date.

Given under my hand and seal at arms, at Pensacola, this 15th day of December, A. D. 1778.

PETER CHESTER.

Secretary's office, certified by

ELIHU HALL BAY, *Deputy Secretary*.

WEST FLORIDA, ss.

Pursuant to a warrant from his excellency Peter Chester, Esq., Captain General, Governor, and Commander-in-chief in and over His Majesty's province of West Florida, to me directed, bearing date the 28th day of January, 1779, I have caused to be surveyed and laid out unto Robert Abrahams, a plantation or tract of land containing five hundred acres, situated on the west side of the river Tombigbee, bounded on the northeast by said river, distance from the town of Mobile about one hundred and fifteen miles, joining, west, a tract of land surveyed for John Matthews, and on the other sides by vacant land, and hath forms and marks, both natural and artificial, as are fully represented in the plot annexed. Certified this 28th day of January, A. D. 1779, by

ELIAS DURNFORD, *Surveyor General*.

PENSACOLA, January 28, 1779.

Received from Robert Abrahams the Surveyor General's fees for his five hundred acres on the river Tombigbee.

THOMAS DURNFORD.

Received of Mr. Robert Abrahams 19 3/4, for his fees on his grant of five hundred acres, including Attorney General and Auditor's fees for the Secretary's Office.

Entered in record of claims, vol. 1, page 441, by EDWARD LLOYD WAILES, for

R. W. CARR.

The Board ordered that the case be postponed for consideration.

JOSEPH CHAMBERS, *Register*.

SETH DEAN's case, No. 150 on the docket of the Board, and No. 180 on the books of the Register.

Claim—Of two thousand acres, as assignee and legal representative of Charles Walker, under the first section of the act.

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting the claims to lands south of Tennessee, and east of Pearl river.

Please to take notice, that the following land, situated on the west side of Tombigbee river, about fifty-eight miles above the town of Mobile, and about eight miles above the fork of the Alabama, in the county of Washington, beginning at a pine, thence, south, eighty degrees west, eighty-one chains seventy-nine links, to a pine; thence, south, eighty degrees east, two hundred and thirty-six chains, to a willow; thence, the meanders of the river, to an oak; thence, north, eighty degrees west, two hundred and forty-five chains, to the beginning; and hath such shape, forms, and marks, both natural and artificial, as are represented in the plot annexed, containing two thousand acres: is claimed by Seth Dean, legal representative of Charles Walker, in and by virtue of a British patent, and is now exhibited to the Register of the Land Office established east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to a copy of the plot herewith filed.

SETH DEAN,

Legal representative of Charles Walker.

[Plot omitted.]

WEST FLORIDA, ss.

GEORGE THE THIRD, *by the grace of God, of Great Britain, France, and Ireland, King, defender of the faith, &c.*
To all to whom these presents shall come, greeting:

Know ye, that we, of our special grace, certain knowledge, and mere motion, have given and granted, and by these presents, for us, our heirs and successors, do give and grant, unto Charles Walker, his heirs and assigns, all that tract of land situated about fifty-eight miles above the town of Mobile, and about eight miles above the mouth of the Alabama, butting southwardly by lands laid out unto Alexander McIntosh, eastwardly by Tombigbee river, and on all other sides by vacant land, in our province of West Florida, and having such shape, form, and marks, both natural and artificial, as are represented in the plot thereof hereunto annexed, as drawn by our Surveyor General of lands; which said tract of land contains two thousand acres, and is bounded as by the further certificate, hereunto likewise annexed, under the hand of our said Surveyor General of lands, in our said province, may more fully and at large appear together with all woods, underwoods, timber, and timber trees, lakes, ponds, fishings, waters, water-courses, profits, commodities, hereditaments, and appurtenances, whatsoever thereunto belonging, or in anywise appertaining; together, also, with privilege of hunting, hawking, and fowling in and upon the same, and all mines and minerals, reserving unto us, our heirs and successors, all mines of gold and silver: to have and to hold the said tract of land, and all and singular the premises hereby granted, with the appurtenances, unto the said Charles Walker, his heirs and assigns, forever, in free and common socage; yielding and paying unto us, our heirs and successors, or to the Receiver General of our quit-rents for the time being, or to such other officer as shall be appointed to receive the same, a quit-rent of one halfpenny sterling per acre at the feast of St. Michael every year; the first payment to commence on the said feast of St. Michael which shall first happen after the expiration of two years from the date hereof, or within fourteen days after the said feast, annually: *Provided always*, (and this present grant is upon condition,) *nevertheless*, That the said Charles Walker, his heirs and assigns, shall and do, within three years after the date hereof, for every fifty acres of plantable lands hereby granted, clear and cultivate three acres, at least, in that part thereof which he or they may judge most convenient and advantageous, or else do clear and drain three acres of swampy or sunken ground, or do drain three acres of marsh, if any such shall be contained therein; and shall further, within the time aforesaid, put and keep upon every fifty acres thereof accounted barren three neat cattle, and continue the same thereon, until three acres for every fifty acres be fully cleared and improved; and if it shall so happen that there be no part of the said tract of land fit for present cultivation, without manuring and improving the same, if the said Charles Walker, his heirs and assigns, shall, within three years from the date hereof, erect on some part of the said tract of land one good dwelling house, to contain at least twenty feet in length and sixteen feet in breadth, and put upon his said land the like number of three neat cattle, as aforesaid, on every fifty acres therein contained; or, otherwise, if any part of the said land shall be stony or rocky ground, not fit for culture or pasture, shall and do, within three years, as aforesaid, besides erecting the said house, begin to employ thereon, and continue to work for three years then next ensuing, in digging any stone quarry or mine, one good and able hand for every hundred acres thereof, it shall be accounted a sufficient cultivation and improvement: *Provided, also*, That every three acres which shall be cleared and worked, or cleared and drained, shall further be accounted a sufficient seating, planting, cultivation, and improvement, to save forever from forfeiture fifty acres of land, in any part of the tract hereby granted; and the said Charles Walker, his heirs and assigns, shall be at liberty to withdraw his or their stock, or to forbear working in any quarry or mine, in proportion to such cultivation and improvements, as shall be made upon the plantable lands, swamps, sunken grounds, or marshes therein contained: *Provided, also*, That this grant shall be duly registered in the Register's Office of this province, within six months from the date hereof, and also that a docket thereof shall be entered in the Auditor's Office within the same time, if such establishment shall take place in this province: *Provided, always*, That the said Charles Walker, his heirs and assigns, at any time hereafter, having seated, planted, cultivated, and improved the said land, or any part thereof, according to the directions and conditions abovementioned, may make proof of such seating, planting, cultivation, and improvement, in the general court, or in the court of the county, district, or precinct, where the said land lieth, and have such proof certified to the Register's Office, and there entered with the record of this grant; a copy of which, duly attested, shall be admitted on trial, to prove the seating and planting of the said land: *Provided always, nevertheless*, That if the said Charles Walker, his heirs and assigns, do not in all things fully comply with and fulfil the respective directions and conditions herein above set forth for the proper cultivation of the said land, within the time herein above limited for the completion thereof; or, if the said Charles Walker, his heirs or assigns, shall not pay to us, our heirs and successors, or to the Receiver General of our quit-rents, or to the proper officer appointed to receive the same, the said quit-rent of one halfpenny sterling per acre, on the said feast of St. Michael, or within fourteen days after, annually, for every acre contained; that then, and in either of these cases, respectively, this grant shall be void, any thing herein contained to the contrary notwithstanding; and the said lands, tenements, hereditaments, and premises, hereby granted, and every part and parcel thereof, shall revert to us, our heirs and successors, fully and absolutely, as if the same never had been granted.

Given under the great seal of our province of West Florida: Witness our trusty and well beloved Elias Durnford, Esq. Lieutenant Governor and Commander-in-chief in and over our said province, at Pensacola, this third day of April, in the year of our Lord 1770, and in the ninth year of our reign.

[G. s.]

ELIAS DURNFORD.

Signed in council, this 3d April, 1770.

FRANCIS POUSSETT, *Dep. Clk Council*.

Entered in record of claims, vol. 1, page 521, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, *Register*.

The claimant exhibited a deed of conveyance from Mary Walker, as relict and sole executrix of Joel Walker, deceased, bearing date the 25th day of November, 1799, conveying and relinquishing all her right, title, interest, claim, and demand of, in and unto the said tract of two thousand acres of land, unto David Walker; also, one other deed from David Walker and Charlotte Walker, bearing date the 3d day of September, 1801, conveying and relinquishing all their right, title, interest, and claim of the aforesaid tract of land, unto the said Seth Dean.

The Board ordered that the case be postponed for consideration.

SETH DEAN's case, No. 151 on the docket of the Board, and No. 182 on the books of the Register.

Claim—Of one hundred and fifty acres, as legal representative of John Dawson, by virtue of a British grant, under the first section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the following words and figures, to wit:

To the Honorable Board of Commissioners appointed to settle claims to lands south of Tennessee and east of Pearl river.

GENTLEMEN:

The annexed plot represents a tract of land originally granted to John Dawson, and by the said Dawson willed to his wife Elizabeth, who intermarried with Thomas Davis, and by said Davis conveyed to me, as by a deed bearing date 27th day of January, 1801, will more fully appear: which plot, will, and deed, is now delivered to the Register of the Land Office east of Pearl river, to be recorded as directed by an "Act of Congress passed the 3d day of March, 1803." To all which he begs leave to refer.

MARCH 31, 1804.

[Plot omitted.]

Surveyed the 3d day of October, 1776, by Elias Durnford, Surveyor General of West Florida.

The claimant exhibited part of a seal, and a small piece of paper, which appear to be remnants of a British grant, the writing being illegible, and no entire sentence remaining.

Entered in record of claims, vol. 1, page 531, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, *Register*.

The claimant produced a will and testament of John Dawson, bearing date the 6th day of December, 1790, duly executed and proven, in and by which will he devised to his wife Elizabeth Dawson all his right and title to the said tract of land; also, a deed from Thomas Davis, bearing date the 27th day of January, 1801, conveying all his right, title, interest, and claim in the said tract of land unto the said Seth Dean.

The Board ordered that the case be postponed for consideration.

SETH DEAN's case, No. 152 on the docket of the Board, and No. 181 on the books of the Register.

Claim—Of one thousand acres, by virtue of a deed of conveyance from Francis Juzant.

The claimant presented his claim in the following words and figures, to wit:

To the Honorable Board of Commissioners appointed to settle the claims to lands south of Tennessee, and east of Pearl river.

GENTLEMEN:

The annexed deed for a tract or two tracts of land, lying on the west side of the river Tombigbee, situated on both sides of Cedar creek, below Fort Stoddert, I purchased of Francis Juzant, heir-at-law of Peter Juzant, deceased, which land the said Peter Juzant obtained from the Spanish Government; which deed is now exhibited to the Register of the Land Office established east of Pearl river, to be recorded as directed by the "Act of Congress passed the 3d day of March, 1803." To which deed I beg leave to refer.

MARCH 31, 1804.

SETH DEAN,
Representative of Francis Juzant.

MISSISSIPPI TERRITORY:

This indenture, made this 25th day of December, in the year of our Lord 1802, and in the twenty-sixth year of American independence, between Francis Juzant of the one part, citizen of the Creek nation, and Seth Dean, of the territory aforesaid, of the other part, witnesseth: That the said Francis Juzant, for and in consideration of the sum of one hundred dollars to him in hand paid by the said Seth Dean, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, and confirmed to the said Seth Dean, his heirs and assigns, all that tract or tracts of land that was formerly the property of Peter Juzant, deceased, adjoining the west bank of the river Tombigbee, near or on both sides of the mouth of Cedar creek, supposed to contain one thousand acres of land, more or less: to have and to hold the above tract of land, with all and singular the improvements thereunto belonging, or in anywise appertaining, unto the said Seth Dean, his heirs and assigns, forever; and the said Francis Juzant, for himself, and his heirs and assigns, shall warrant and defend the right and titles of the beforementioned premises, against all persons lawfully claiming the same, unto the said Seth Dean, his heirs or assigns.

In witness whereof, he hath set his hand and seal, the day and year above written.

FRANCIS JUZANT.

Signed, sealed, and delivered in the presence of

ROBERT WALTON,
WILLIAM WALTON.

Entered in record of claims, vol. 1, page 530, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, *Register*.

The Board ordered that the case be postponed for consideration.

THOMAS BATES's case, No. 153 on the docket of the Board, and No. 187 on the books of the Register.

Claim—A donation of six hundred and twenty-eight acres, under the second section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the following words and figures, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting claims to lands south of Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situated on Tombigbee river, in the county of Washington, beginning at a sassafras; thence, south, forty-four degrees west, eighty chains, to a pine; south, forty-seven chains, to a pine; thence, south, forty-four degrees east, eighty chains, to a gum; thence, north, fifty degrees east, twelve chains, to the river; thence, with the river, to the beginning; and hath such forms and marks, both natural and artificial, as are fully represented in the plot annexed; containing six hundred and twenty-eight acres: is claimed by Thomas Bates, in and by virtue of the second section of the act, as a donation; and is now exhibited to the Re-

gister of the Land Office established east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to a copy of the plot herewith filed.

THOMAS T. BATES, his x mark.

MARCH 31, 1804.

[Plot omitted.]

Surveyed the 15th of March, 1804, by Natt Christmas. Sworn chain bearers, Wm. Vaughn and Rob't Sharp. Entered in record of claims, vol. 1, page 551, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

The said Vaughn and Sharp, chain carriers for the preceding survey, were sworn before James Farr, Justice of Peace.

Richard Hawkins and James Powell were presented as witnesses, and, being duly sworn and interrogated by the Board, they deposed, that they had no interest in this claim; that Thomas Bates, the present claimant, did, before the year 1797, during that year, and ever since, inhabit and cultivate the land in question; and that he was at said time the head of a family, and twenty-one years of age.

The Board ordered that the case be postponed for consideration.

ANN LAWRENCE, representative of Moses Moore; case commenced in page 688.

James Bilbo and William Phelps, chain carriers for the survey in this case, were sworn before John Callier and R. Harwell, Esquires, Justices of the Peace.

James Powel and Thomas Bilbo, surveyors, were presented as witnesses, and, being duly sworn, the said Powel deposed, that Moses Moore, deceased, did live upon and cultivate the land in question at the time of his death; that, after his death, Cornelius Rain, who was the son of the widow, did inhabit and cultivate the said land, and was in possession thereof on the 27th of October, 1795, (as the witness understood) under the authority and by the permission of the widow of said Moses Moore.

The said Bilbo testified, that he made the survey and plot of the land in question; that it was correct, according to his knowledge and belief; that he believed that the upper end of this claim was covered by a British grant in the name of John McIntosh, and that the lower end was embraced by a Spanish permission, in favor of Cornelius Rain; that the improvements, which were originally made by Moses Moore, deceased, were included within this survey.

The Board ordered that the case be postponed for consideration.

JAMES POWEL'S case, commenced in page 706.

James Dean, one of the chain carriers for the survey in this case, was sworn before Figures Lewis, Esq. Justice of Peace.

Cornelius Rain was presented as a witness, and, being duly sworn and interrogated by the Board, deposed, that, before the year 1797, throughout that year, and ever since, James Powel, the present claimant, had lived upon the land in question, and cultivated the same; and that, in the year 1797, he was the head of a family, and more than twenty-one years of age.

The Board ordered that the case be postponed for consideration.

CORNELIUS RAIN'S case; commenced in page 692.

James Dean and James Powel, chain carriers for the survey in this case, were sworn before R. Harwell, Justice of Peace.

Thomas Bates and James Powel were presented as witnesses, and, being duly sworn and interrogated by the Board, they deposed, that they were not interested in this claim; that Cornelius Rain, the present claimant, as they believed, was a married man, and twenty-one years of age on the 10th day of June, 1795; and that he had inhabited and cultivated the land in question from that time to the then present time.

John Dease, surveyor, was presented as a witness, and, being duly sworn, deposed, that he surveyed and plotted the land in question, and believed it to be correct; that it included the improvements of the claimant; that he understood that this survey interfered with the claim of Mrs. Lawrence, but that it could not be run in any other form without excluding this claimant's improvements.

The Board ordered that the case be postponed for consideration.

JAMES FARR'S case, No. 154 on the docket of the Board; and No. 161 on the books of the Register.

Claim.—A donation of three hundred and forty-four acres, under the second section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the words and figures following, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting claims to lands south of Tennessee, and east of Pearl river.

MARCH 29, 1804.

Please to take notice, that the following tract of land, situated on the west side of the Tombigbee river, in the county of Washington, beginning on said river at a white oak, running thence, south, forty-seven degrees west, twenty chains, to a pine; thence, south, seventeen degrees west, sixty-nine chains, to a corner stake; thence, north, sixty-six degrees east, fifty-nine chains, to a corner stake; thence, north, thirty-six degrees west, fifty-four chains; thence, south, twenty-five degrees west, fourteen chains, to the river; thence, along the meanders of said river, to the beginning; and hath such forms and marks, both natural and artificial, as are fully represented in the plot annexed, containing three hundred and forty-four acres: is claimed by Cornelius Rain, attorney in fact for James Farr, in and by virtue of the second section of this act, as a donation, and is now exhibited to the Register of the Land Office established east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to a copy of the plot herewith filed.

CORNELIUS RAIN,
Attorney in fact for James Farr.

[Plot omitted.]

Surveyed 23d March, 1804, by Thomas Bilbo. Chain carriers, John Johnston and Jacob Nealy.

Entered in record of claims, vol. 1, page 493, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

The said chain carriers for the above survey were sworn before Figures Lewis and R. Harwell, Esquires, Justices of Peace.

James Powel was presented as a witness, and, being duly sworn and interrogated by the Board, deposed, that, in the spring of the year 1797, James Farr cultivated the land in question, and raised a crop upon it that year, and left it in the winter of the year following; that, at that time, he appeared to be twenty-one years of age, or upwards.

Thomas Bilbo, surveyor, was produced as a witness, and, being duly sworn, deposed, that he made the survey and plot of the land in question, and believed it to be correct, and that it included the house and improvement of

the claimant; that he, the witness, believed that the claim of John McIntosh, under a British grant, interfered on the lower side of this survey.

The Board ordered that the case be postponed for consideration.

Adjourned until Tuesday, the 10th instant.

TUESDAY, April 10th, 1804.

The Board met according to adjournment. Present: Ephraim Kirby, Robert C. Nicholas.

JAMES BILBO's case, No. 155 on the docket of the Board, and No. 113 on the books of the Register.

Claim.—A right of pre-emption of four hundred and seventy-nine acres, under the third section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the following words and figures, viz:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting the claims to lands south of Tennessee, and east of Pearl river.

MARCH 24, 1804.

Please to take notice, that the following tract of land, situated on the west side of Tombigbee river, in the county of Washington, beginning at a beech, running thence, west, one hundred and four chains, to a corner swamp oak; thence, south, twenty-six degrees east, fifty-seven chains, to a post oak; thence, north, forty-eight degrees east, seven chains; thence, east, ninety-seven chains, to a corner water oak, on Sullivan's lake; thence, with the lake, to the beginning; containing four hundred and seventy-nine acres, having such forms and marks, natural and artificial, as are represented in the plot annexed: is claimed by James Bilbo, in and by virtue of the third section of the said act, as a pre-emption, and is now exhibited to the Register of the Land Office established east of Pearl river, to be recorded as by said act directed. To all which he begs leave to refer, as also to a copy of the plot herewith filed.

[Plot omitted.]

JAMES BILBO.

Surveyed 22d March, 1804, by Thomas Bilbo. Chain carriers, James Dean and Amos Reed.

Entered in record of claims, vol. 1, page 348, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

Thomas Bilbo, surveyor, was presented as a witness, and, being duly sworn, deposed, that he made the surveys and plots returned to the Board of Commissioners by the following claimants, to wit:

George Robbins, representative of Zadock Brashear, donation, six hundred and forty acres; George Brewer, representative of James Watkins and George Johnson, donation, six hundred and twenty acres; Young Gains, attorney for Joseph House, donation, six hundred and forty acres; Sampson Mounger, donation, six hundred and thirty-four acres; Anna Mounger, donation, five hundred and four acres; George Farrar, pre-emption, one hundred and sixty acres; James Bilbo, pre-emption, four hundred and seventy-nine acres; and John Johnson, Spanish warrant, four hundred acres; and that the said plots respectively contain true representations of the land therein described, according to the best of his knowledge and belief; that they included the plantations and improvements of the several claimants; and that he knew of no interfering lines or claims.

The Board ordered that the case be postponed for consideration.

GEORGE FARRAR's case, No. 156 on the docket of the Board, and No. 158 on the books of the Register.

Claim.—A right of pre-emption of one hundred and sixty acres, under the third section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the following words and figures, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting claims to lands south of Tennessee, and east of Pearl river.

MARCH 30, 1804.

Please to take notice, that the following tract of land, situated on the west side of Tombigbee river, about two miles from the river, on a large creek called Bilbo's creek, in the county of Washington, beginning at a corner pine on the north side of said creek, running thence, south, six degrees west, forty chains, across said creek, to a corner pine; thence, north, eighty-four degrees west, forty chains, to a corner pine; thence, north, six degrees east, forty chains, across said creek, to a corner stake; thence, south, eighty-four degrees east, forty chains, to the beginning, and hath such forms and marks, both natural and artificial, as are fully represented in the plot annexed; containing one hundred and sixty acres: is claimed by George Farrar, in and by virtue of the third section of this act, as a pre-emption, and is now exhibited to the Register of the Land Office established east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to a copy of the plot herewith filed.

[Plot omitted.]

GEO. FARRAR.

Surveyed the 28th March, 1804, by Thomas Bilbo. Chain carriers, Cornelius Rain and Jacob Neal.

Entered in record of claims, vol. 1, page 488, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

The Board ordered that the case be postponed for consideration.

EDWARD YOUNG's case, No. 157 on the docket of the Board, and No. 15 on the books of the Register.

Claim.—A donation of four hundred and eighty-eight acres, under the second section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the following words and figures, viz:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting the claims to lands south of Tennessee, and east of Pearl river.

MARCH 3, 1804.

Please to take notice, that the following tract of land, situated on the waters of Tombigbee, in the county of Washington, beginning at a corner sycamore, and running thence, south, sixty degrees west, forty chains; thence, north, thirty degrees west, eighty-five chains; north, sixty degrees east, seventy-five chains; thence, with the river, to the beginning; containing four hundred and eighty-eight acres, having such shape, form, and marks, both natural and artificial, as are represented in the plot annexed; which said tract of land is claimed by Edward Young, under and by virtue of the second section of the said act, as a donation, and is now exhibited to the Register of the Land Office east of Pearl river, to be recorded as by the said act directed. To all which he begs leave to refer, as also to a copy of the plot herewith filed. Presented by me.

For EDWARD YOUNG,

YOUNG GAINS.

[Plot omitted.]

Surveyed 16th February, 1804, by Thomas Bilbo. Chain carriers, John Young and Joseph Lawrence.

Entered in record of claims, vol. 1, page 46, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

Thomas Bilbo, surveyor, was presented as a witness, and, being duly sworn, deposed, that he made the survey and plot of the land in question, and believed it to be correct, and that it contained the improvements of the claimant; and that he, the witness, understood that the claim of William Williams covered the house and the lower part of this claim, but had no particular knowledge of the fact.

The Board ordered that the case be postponed for consideration.

DANIEL YOUNG's case, No. 158 on the docket of the Board, and No. 16 on the books of the Register.

Claim.—A donation of six hundred and forty acres, under the second section of the act.

The claimant presented his claim, together with a surveyor's plot of land claimed, in the following words and figures, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting the claims to lands south of Tennessee, and east of Pearl river.

MARCH 3, 1804.

Please to take notice, that the following tract of land, situated on the waters of Fulsom's creek, in the county of Washington, beginning on a red oak, and running north, forty-six degrees east, eighty chains; thence, south, forty-four degrees east, eighty chains; south, forty-six degrees west, eighty chains; thence, to the beginning, containing six hundred and forty acres, having such forms and marks, both natural and artificial, as are represented in the plot annexed; which said tract of land is claimed in and by virtue of the second section of the said act, by Daniel Young, and is now exhibited to the Register of the Land Office east of Pearl river, to be recorded as by said act directed. To all which he begs leave to refer, as also to a copy of the plot herewith filed.

Presented by me, YOUNG GAINS, for

DANIEL YOUNG.

[Plot omitted.]

Surveyed 15th February, 1804, by Thomas Bilbo. Chain carriers, John Young and Joseph Lawrence.

Entered in record of claims, vol. 1, page 48, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, *Register.*

Thomas Bilbo, surveyor, was presented as a witness, and, being duly sworn, deposed, that he made the survey and plot of the land in question, and believed it to be correct, and that it included the plantation and improvements of the claimant; that the claim of James Huckaby covered near one-half of this survey, on the northwesterly side; that the claim of Byant and Brewer, perhaps, interfered in a small degree upon the southwesterly line.

The Board ordered that the case be postponed for consideration.

JAMES HUCKABY, representative of Matthew Robinson; case commenced in page 715.

Thomas Bilbo, surveyor, was presented as a witness, and, being duly sworn, deposed, that he made the survey and plot of the land in question, and believed it to be correct, and that it included the plantation and improvements of the claimant; that about one-half of this claim, on the east corner, was covered by the claim of Daniel Young, and knew of no other interfering claim.

The Board ordered that the case be postponed for consideration.

FRANCISCO FONTANILLA's case, commenced in page 695.

Young Gains, Jun. and David Gains, chain carriers for the survey in this case, were sworn before John McGrew, Esq. Justice of the Peace.

Thomas Bilbo, surveyor, was presented as a witness, and, being duly sworn, deposed, that he made the survey and plot of the land in question, and believed it to be correct; and that it contained the plantation and improvements of the claimant; that about one-third part of this survey, on the lower side, was covered by the claim of Doctor John Chastang; that he, Bilbo, understood that the donation claims of Julian De Castro, Peter Malone, William Coleman, and James Griffin, were also laid upon the upper part of this claim.

The Board ordered that the case be postponed for consideration.

DANIEL JOHNSTON, representative of Daniel Spillard; case No. 159 on the docket of the Board, and No. 81 on the books of the Register.

Claim.—A donation of six hundred and forty acres, under the second section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the following words and figures, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting claims to land south of Tennessee, and east of Pearl river.

MARCH 30, 1804.

Please to take notice, that the following tract of land, situated on the west side of Tombigbee river, in the county of Washington, beginning at a post oak, running south, seventy degrees west, fifty chains, to a stake; thence, south, twenty degrees east, one hundred and twenty-eight chains, to a stake; thence, north, seventy degrees east, fifty chains, to a stake; thence, north, twenty degrees west, one hundred and twenty-eight chains, to the beginning; and bath such forms and marks, both natural and artificial, as are fully represented in the plot annexed; containing six hundred and forty acres; is claimed by Daniel Johnston, legal representative of Daniel Spillard, in and by virtue of the second section of this act, as a donation, and is now exhibited to the Register of the Land Office established east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to a copy of the plot herewith filed.

DANIEL JOHNSTON.

[Plot omitted.]

Surveyed 29th March, 1804, by Daniel Johnston. Chain bearers, Amos Reed and William D. C. Phelps.

The claimant exhibited two writings, in the following words and figures, to wit:

Know all men by these presents: That I, Archibald Reed, have bargained, sold, and delivered unto James Bilbo all my right, title, and claim of my improvement near Solomon Johnson, first improved by Daniel Shiler, for value received of him. Given under my hand, this 11th day of February, 1804.

ARCHIBALD REED.

Witness, WILLIAM D. PHELPS.

I endorse all my right and title of the above bill of sale to Daniel Johnston, for value received, of him: Witness my hand, this 25th March, 1804.

Witness, JOHN DEASE.

JAMES BILBO.

Entered in record of claims, vol. 1, page 237, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, *Register.*

John Dease, surveyor, was presented as a witness, and, being duly sworn, deposed, that he surveyed the land in question, but did not make the plot; that it was made by another person from his field notes, and that he believed it to be correct, and that it included the plantation and improvements of the claimant; that he knew of no interfering

lines or claims, unless the northeast corner might interfere in a small degree with the claim of Wiley Barker; that it might also interfere in a small degree with Copeland's claim on the southeast corner.

The Board ordered that the case be postponed for consideration.

DANIEL JOHNSTON, representative of William Burke, case commenced in page 719.

John Dease, surveyor, was presented as a witness, and, being duly sworn, deposed, that he made the survey and plot of the land in question, and believed it to be correct, and that it included the improvements of the claimant; that he believed that it covered nearly the whole of James Bilbo's pre-emption claim; that he believed that the claim of the representatives of James Copeland, deceased, also interfered on the north corner, and probably covered the improvement.

The Board ordered that the case be postponed for consideration.

BRIDGET BURKE, administratrix of William Burke, deceased; case commenced in page 721.

James Powel and James Dean, chain carriers for the survey in this case, were sworn before R. Harwell, Esq. Justice of Peace.

John Dease, surveyor, was presented as a witness, and, being duly sworn, deposed, that he made the survey and plot of the land in question, and believed it to be correct; and that it contained the improvement of the claimant; that he knew of no interfering lines or claims; and that its present shape was in consequence of other claims which bound it on all sides but one.

The Board ordered that the case be postponed for consideration.

YOUNG GAINS's case, commenced in page 679.

Thomas Bilbo, surveyor, was presented as a witness, and, being duly sworn, deposed, that he made the survey and plot of the land in question, and that he believed it to be correct; that it included the improvements of the claimant; that he understood that the claim of George Brewer, Jun. interfered with this on the lower side, and Thomas Malone on the upper side, but in what manner did not know.

The Board ordered that the case be postponed for consideration.

JOHN CHASTANG, representative of John Talley; case commenced in page 671.

Thomas Bilbo, surveyor, was presented as a witness, and, being duly sworn, deposed, that he made the survey and plot of the land in question, and believed it to be correct; and that it contained the improvements of the claimant; that it adjoins the other claim of Doctor Chastang for four hundred and eighty acres, under a Spanish warrant, on the lower side thereof; that he knew of no interference.

The Board ordered that the case be postponed for consideration.

JOHN CHASTANG's case, commenced in page 670.

Thomas Bilbo, surveyor, was presented as a witness, and, being duly sworn, deposed, that he made the survey and plot of the land in question, and believed it to be correct; and that it contained the plantation and improvements of the claimant; that about two-thirds of this survey, on the upper side, was covered by the claim of Francisco Fontanilla; and that the claim of James Griffin interfered upon the back end.

The Board ordered that the case be postponed for consideration.

DANIEL JOHNSON's case, commenced in page 678.

Amos Reed and James Dean, chain carriers for the survey in this case, were sworn before Figures Lewis and John Callier, Esquires, Justices of the Peace.

John Dease, surveyor, was presented as a witness, and, being duly sworn, deposed, that he made the survey and plot of the land in question, and believed it to be correct; and that it included the improvements of the claimant; that the British claim of Alexander McCullagh covered about one-quarter part of this claim, on the south side; and had heard of a British grant, in favor of Adam Tate, which must also cover a part of this claim, on the north side.

The Board ordered that the case be postponed for consideration.

JAMES POWEL, executor of William Powel, deceased; case commenced in page 682.

John Dease, surveyor, was presented as a witness, and, being duly sworn, deposed, that he made the survey and plot of the land in question, and believed it to be correct; and that it contained the improvements of the claimant; that about one-third of this claim, on the north side, was included in the claim of the representative of Nathaniel Bassett, deceased; that he knew of no other interference.

The Board ordered that the case be postponed for consideration.

JAMES POWEL's case, commenced in page 706.

John Dease, surveyor, was presented as a witness, and, being duly sworn, deposed, that he made the survey and plot of the land in question, and believed it to be correct; and that it included the improvements of the present claimant; that nearly the whole of this claim was covered by the claim of the representative of Nathaniel Bassett, deceased, except a small point on the river, at the upper corner, and also on the north end; that he knew of no other interference.

The Board ordered that the case be postponed for consideration.

Adjourned until Wednesday, the 11th instant.

WEDNESDAY, April 11, 1804.

The Board met according to adjournment. Present: Ephraim Kirby, Robert C. Nicholas.

Adjourned until Thursday, the 12th instant.

THURSDAY, April 12, 1804.

The Board met according to adjournment. Present: Ephraim Kirby, Robert C. Nicholas.

JOSEPH CHASTANG's case, commenced in page 714.

James Gordon, surveyor, was presented as a witness, and, being duly sworn, deposed, that he made the survey and plot of the land in question, and believed it to be correct; and that it included the dwelling-house and improvements of the claimant; that he knew of no interfering line or claim.

The claimant produced a deposition, taken in pursuance of an order of the Board, recorded in page 714; which deposition is in the following words and figures, to wit:

TUESDAY, April, 3, 1804.

Personally appeared before me Simon Andry, and, being qualified agreeable to law, testifies as follows: that, some time in the year 1795, Ushan Chastang entered on the land in question with negroes, the property of Joseph Chastang, as he understood, and cultivated the said land, until the American line was run, on both sides of the river; all of which time the said Joseph Chastang resided in Mobile; and, after the line was run, the said Joseph moved up, and has continued to cultivate and inhabit to the present day.

Sworn to before me,

JAMES CALLIER, J. P.

The Board ordered that the case be postponed for consideration.

SIMON ANDRY's case, commenced in page 682.

William Mitchel was produced as a witness, and, being duly sworn and interrogated by the Board, deposed, that he was not interested in this claim; that, before the year 1795, and ever since, Simon Andry had been settled upon and cultivated the land in question, by his slaves; but having an overseer there, and being there occasionally himself, he resided principally in Mobile, until about six or seven years ago; that he made this place his steady residence; and that he then was upwards of fifty years of age.

James Gordon, surveyor, was presented as a witness, and, being duly sworn, deposed, that he made the survey and plot of the land in question, and believed it to be correct; that this survey, together with another small one adjoining, which was claimed under a different title, included the buildings and improvements of the claimant, (part of the buildings coming within this plot, and part within the other); that, on the north or upper side of this survey, the claim of John Baptist Trenier interfered to a very considerable extent.

The Board ordered that the case be postponed for consideration.

SIMON ANDRY, representative of Charlotte Haurale; case commenced in page 683.

The testimony of William Mitchel, recorded in the preceding case in this page, was applied in this case; his knowledge being the same in both cases.

James Gordon, surveyor, was presented as a witness, and, being duly sworn, deposed, that he made the survey and plot of the land in question, and believed it to be correct; that the piece on the west side of the river, containing forty-one acres, included part of the buildings and improvements of the claimant; that he, Gordon, knew of no interfering lines or claims.

The Board ordered that the case be postponed for consideration.

JOHN BAPTIST TRENIER's case, commenced in page 673.

James Gordon, surveyor, was presented as a witness, and, being duly sworn, deposed, that he made the survey and plot of the land in question, and believed it to be correct; and that it included the dwelling-house and improvements of the claimant; but that the claim of Simon Andry included the said buildings and improvements, and the whole of this claim, except about thirty-five acres.

The Board ordered that the case be postponed for consideration.

JOHN CHASTANG's case, commenced in page 672.

James Gordon, surveyor, was presented as a witness, and, being duly sworn, deposed, that he made the survey and plot of the land in question, and believed it to be correct; and that it included the dwelling and improvements of the claimant; that he, Gordon, knew of no interfering lines or claims.

The Board ordered that the case be postponed for consideration.

JAMES CALLIER, representative of Isabella Trouillet, the wife of Joseph Campbell; case commenced in page 714.

James Gordon, surveyor, was presented as a witness, and, being duly sworn, deposed, that he made the survey and plot of the land in question, and believes that three of the lines which he run out, to wit, on the north end, west side, and south end, to be correctly delineated; but the line which pursues the meanders of the waters, and bounds thereon, he did not run, but laid the same down by conjecture.

Question by the claimant. Whether you did or did not make a correct plot of the land in question, according to the best of your knowledge at the time?

Answer. I did, as I was not able to take the meanders of the river.

Question by the claimant. Were you not instructed to run out this land so as not to include more than six hundred and forty acres?

Answer. I was instructed to run half a mile out, from the place of beginning, two miles down, and half a mile east, to the river.

The Board ordered that the case be postponed for consideration.

JAMES CALLIER's case, representative of Joseph Anderson, commenced in page 662.

James Gordon, surveyor, was produced as a witness, and, being duly sworn, deposed, that he made the survey and plot of the land in question, and believed it to be correct; and that it included the improvements of the claimant; that it interfered with the claim of Thomas Carson, about one-half, on the north side.

The Board ordered that the case be postponed for consideration.

JAMES CALLIER and JOSEPH CAMPBELL, executors of Maria Josephia Narbone; case commenced in page 697.

James Gordon, surveyor, was presented as a witness, and, being duly sworn, deposed, that he made the survey and plot of the land in question, and believed it to be correct; and that it included the dwelling and improvements of the claimant; and that there were no interfering lines or claims.

The Board ordered that the case be postponed for consideration.

Adjourned until Friday, the 13th instant.

FRIDAY, April 13, 1804.

The Board met according to adjournment. Present: Ephraim Kirby, Robert C. Nicholas.

Adjourned until Saturday, the 14th instant.

SATURDAY, April 14, 1804.

The Board met according to adjournment. Present: Ephraim Kirby, Robert C. Nicholas.

YOUNG GAINS's case, commenced in page 679.

Adam Hollinger and Nathan Blackwell were presented as witnesses, and, being duly sworn and interrogated by the Board, they deposed, that they had no interest in this claim; that, according to their knowledge and belief, the land in question was inhabited and improved by a person of the name of Lucas, as early as the year 1790, and that it continued to be inhabited and cultivated by a person of the name of Burrows through the year 1795; but whether these persons were tenants to the present claimant or not, they did not know; that the present claimant was an inhabitant of the Mississippi territory on the 27th of October, 1795, before that time, and ever since; and that, on the 22d of October, 1787, he was more than twenty-one years of age.

Question by the claimant. Did you ever know or hear that Burrows ever offered to sell the land in question, or exercise any act of exclusive ownership?

Answer by both. We never did.

The Board ordered that the case be postponed for consideration.

Adjourned until Monday, the 16th instant.

MONDAY, April 16, 1804.

The Board met according to adjournment. Present: Ephraim Kirby, Robert C. Nicholas, Joseph Chambers.

BENJAMIN FEW's case, No. 160 on the docket of the Board, and No. 170 on the books of the Register.

Claim.—A right of pre-emption of five hundred acres, as representative of Turnbull and Joyce, under the third section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the following words and figures, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting claims to land south of Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situated on Nanna Hubba bluff, on the west side of Tombigbee river, in the county of Washington, beginning at a stake at the old corner, said to be Turnbull's; running thence, with the river, south, fifty-two degrees east, thirty-two chains; thence, south, seventy-three degrees east, thirty-one chains, to a sassafras; thence, south, twenty-eight degrees west, eighty-one chains fifty links, to a stake; thence, north, sixty-two degrees west, sixty-three chains, to a stake; thence, north, twenty-eight degrees east, eighty-one chains fifty links, to the beginning; and hath such forms and marks, both natural and artificial, as are fully represented in the plot annexed, containing five hundred acres: is claimed by Benjamin Few, under the third section of the act, &c.; the said Turnbull claimed this land under a Spanish warrant, [which] is now exhibited to the Register of the Land Office established east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to a copy of the plot herewith filed.

BENJAMIN FEW.

MARCH 30, 1804.

[Plot omitted.]

Surveyed March 28, 1804, by John Milliken. Chain bearers, James M'Connell and Edmund Smith.

Entered in record of claims, volume 1, page 507, by EDWARD LLOYD WAILES, for
JOSEPH CHAMBERS, Register.

Natt Christmas, Richard Barrow, and John Milliken, surveyor, were presented as witnesses, and, being duly sworn, the said Christmas deposed, that, some time in the year 1802, he, as sheriff, was directed by Lemuel Henry, Esquire, attorney at law, to advertise and sell one hundred acres of land, lying, as he believed, within the lines of the plot or survey then exhibited to the Board, in virtue of an execution issued from the court of Washington county, Mississippi territory, in favor of Michael Milton, against the property of Turnbull and Joyce; that he did accordingly advertise and put said land to sale; at which sale, Colonel Benjamin Few was the highest bidder, and became the purchaser; that he, Christmas, gave him a sheriff's deed for the said one hundred acres of land; that, in two or three days after the sale, he put said Few in possession of said land; and that he had continued to inhabit and cultivate the same ever since.

The said Barrow deposed, that Colonel Benjamin Few had, according to his best belief, cultivated and inhabited on the land in question from the year 1802, and that Few was more than twenty-one years of age.

The said Milliken deposed, that he surveyed the land in question, and made the plot, but only measured the river, with its meanders, and plotted the other lines for complement of land; that said plot interfered with the claim of Howel Dupree, in or about the red dots; that Lemuel Henry's claim, as representative of John Turnbull, covered all of said land, except that part interfering with Dupree; that said Few inhabited and cultivated within the limits of this survey.

The Board ordered that the case be postponed for consideration.

Adjourned until Tuesday, the 17th instant.

TUESDAY, April 17, 1804.

The Board met according to adjournment. Present: Ephraim Kirby, Robert C. Nicholas, Joseph Chambers. Adjourned until Wednesday, the 18th instant.

WEDNESDAY, April 18, 1804.

The Board met according to adjournment. Present: Ephraim Kirby, Robert C. Nicholas, Joseph Chambers.

RICHARD HAWKINS's case, No. 161 on the docket of the Board, and No. 171 on the books of the Register.

Claim.—A donation of six hundred and forty acres, under the second section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the following words and figures, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting claims to land south of Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situate on the west side of Tombigbee, on Barrow's lake, in the county of Washington, beginning at a cypress on the point where Barrow's creek empties into Barrow's lake; running thence, down the lake, south, thirty-four degrees west, fifty-two chains, to a cypress on the bank; thence, north, sixty-two degrees west, one hundred and twenty-five chains, to a stake; thence, north, forty-five degrees east, fifty-two chains, to a stake; thence to the beginning; and hath such forms and marks, both natural and artificial, as are fully represented in the plot annexed, containing six hundred and forty acres: is claimed by Richard Hawkins, in and by virtue of the second section of the act, as a donation, and is now exhibited to the Register of the Land Office established east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to a copy of the plot herewith filed.

RICHARD HAWKINS.

MARCH 31, 1804.

[Plot omitted.]

Surveyed March —, 1804, by Natt Christmas. Chain bearers, William Gibson and David Matthias.

Entered in record of claims, vol. 1, page 509, by EDWARD LLOYD WAILES, for
JOSEPH CHAMBERS, Register.

Natt Christmas, surveyor, was presented as a witness, and, being duly sworn, deposed, that he surveyed the land in question; that the plot then exhibited gave a true and correct representation of the land claimed, with such marks, natural and artificial, as were therein laid down; that said Hawkins resided within the limits of this survey; that there was an interference between this claim and the claim of Simpson Whaley, on the line north, forty-two degrees east, some where near to the lake, as he had been informed.

The said Gibson and Matthias, chain carriers for the above survey, were sworn before William H. Hargrave, Justice of Peace.

The Board ordered that the case be postponed for consideration.

JOSEPH BATES, Junior's case; commenced in page 709.

Natt Christmas, surveyor, was presented as a witness, and, being duly sworn, deposed, that he surveyed the land in question, and that the plot exhibited gave a true and correct representation of the land claimed, with such marks, natural and artificial, as were therein laid down; that the claimant lived within the limits of said survey; that there was an interference of a few acres on the line north, sixty-two degrees east, on the branch which makes a part of said line, between this claim and the claim of Edward Creighton, representative of Benjamin King; that he only knew of said interference upon information.

The Board ordered that the case be postponed for consideration.

ADAM HOLLINGER's case, No. 162 on the docket of the Board, and No. 174 on the books of the Register.

Claim.—A right of pre-emption of six hundred and twelve acres, under the third section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the following words and figures, to wit:

To the Commissioners appointed in pursuance of an act of Congress passed the 3d day of March, 1803, for receiving and adjusting claims to land south of the Tennessee river, and east of the Pearl river.

Please to take notice, that the following tract of land, lying west of the Tombigbee river, beginning on a stake, on the west bank of the said river, at the mouth of the Poll bayou, on the south side of the said creek, on Eason's corner; thence, running with his line, south, eighty-six degrees west, eighty chains, to a pine; thence, south, eleven degrees east, twenty-five chains, to a pine; thence, south, seventy-seven degrees west, twenty-eight chains, to a gum; thence, north, eleven degrees east, one hundred and five chains, to a pine; thence, north, eighty degrees east, seventy-one chains, to a stake, on the bank of the Tombigbee river; thence, down the river, to the beginning; is claimed by Adam Hollinger, under and by virtue of the third section of the above mentioned act of Congress. To all which he begs leave to refer, as also to the copy of the plot now delivered to the Register of the Land Office to be established east of Pearl river; which plot is herewith filed.

W. CARMAN,

Attorney in fact for Adam Hollinger.

FORT STODDERT, March 31, 1804

[Plot omitted.]

Surveyed the 15th day of March, 1804, by Natt Christmas. Chain hearers, John Barnet and Goodwin Mirick.

Entered in record of claims, volume 1, page 512, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

Natt Christmas, surveyor, Joseph Bates, senior, and Lemuel Henry, were presented as witnesses, and, being duly sworn, the said Christmas deposed, that there were two interferences with the lines of this survey, viz: Thomas Bates, senior, and Seth Dean, both run over the line north, eleven degrees east, a considerable distance; Dean near three hundred acres, and Bates above two hundred acres.

The said Bates and Henry deposed, that Adam Hollinger inhabited and cultivated the land in question on the third day of March, 1803, and before, and ever since that time; and that said Hollinger was, on the third day of March, 1803, the head of a family.

The Board ordered that the case be postponed for consideration.

SETH DEAN's case, No. 163 on the docket of the Board, and No. 176 on the books of the Register.

Claim.—A donation of six hundred and forty acres, as representative of John Jacob Abner, under the second section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the following words and figures, viz:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting claims to lands south of Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situated on the west side of Tombigbee river, in the county of Washington, beginning at a corner stake, running north, seventy-two degrees west, eighty chains, to a lightwood stake; thence, south, eighty degrees west, fifteen chains, to a pine; thence, north, fifteen degrees east, eighty chains, to a corner stake; thence, south, seventy-two degrees east, seventy-five chains, to the river; thence with the river to the beginning; having such shape, form, and marks, natural and artificial, as are represented in the plot annexed, containing six hundred and forty acres: is claimed by Seth Dean, representative of John Jacob Abner, in and by virtue of the second section of the said act, and is now exhibited to the Register of the Land Office east of Pearl river. To be recorded as directed by said act. To all which he begs leave to refer, as also to a copy of the plot herewith filed.

SETH DEAN,

Representative of John Jacob Abner.

MARCH 31, 1804.

[Plot omitted.]

Surveyed 31st March, 1804, by Seth Dean. Chain carriers, Jesse Thomas and David Dupree.

Entered in record of claims, vol. 1, page 514, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

The Board ordered that the case be postponed for consideration.

SETH DEAN's case, No. 164 on the docket of the Board, and No. 178 on the books of the Register.

Claim.—A right of pre-emption of six hundred and forty acres, under the third section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the following words and figures, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting claims to lands south of Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situated on the west side of the river Tombigbee, in the county of Washington, beginning on the said river; running thence, north, eighty degrees west, ninety chains, to a corner stake; thence, north, sixty-six chains, to a stake; thence east, ninety chains, to a stake on said river; thence, to the beginning; and hath such forms and marks, both natural and artificial, as are fully represented in the plot annexed, containing six hundred and forty acres, is claimed by Seth Dean, in and by virtue of the third section of this act, as a pre-emption, and is now exhibited to the Register of the Land Office established east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to a copy of the plot herewith filed.

SETH DEAN.

MARCH 31, 1804.

[Plot omitted.]

Entered in record of claims, vol. 1, page 516, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

Natt Christmas, surveyor, was presented as a witness, and, being duly sworn, deposed, that he made the plot of the land in question, from his field notes of adjoining lines, and believed it to be correct; that it included an improvement originally made by the claimant, then in the occupancy of Mrs. Copeland; that this tract was claimed by Thomas Bates and Adam Hollinger, representatives of William Cheney, except a few acres on the west side; that the interference of Hollinger was on the south side about one-half, and Bates' interference on the north more than one-half, and extended on to the claim of Hollinger.

The Board ordered that the case be postponed for consideration.

GEORGE DICKEY'S case, No. 165 on the docket of the Board, and No. 151 on the books of the Register.

Claim.—A right of pre-emption of six hundred and forty acres, under the third section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the following words and figures, to wit:

To the Commissioners appointed for adjusting claims and rights of lands south of Tennessee, and east of the Pearl river.

Please to take notice, that the above survey is claimed by George Dickey, as a pre-emption, lying and situated about three miles below the Sunflower, beginning, on a sassafras, running west with Danley's line, until hindered by water; thence, returning back to the beginning; thence, meandering the river down, one hundred and fourteen chains fifty links, to a sassafras; thence, west, until hindered by water; claiming, by the said pre-emption, six hundred and forty acres; bounding on the north by Denley, and on other sides by vacant land or undefined claims.

JOHN DENLEY, for

GEORGE DICKEY.

MARCH 3, 1804.

[Plot omitted.]

Chain carriers, James Donley and Hiram Mounger, Partly surveyed on the 23d March, 1804, by Robert Ligon.

Entered in record of claims, vol. 1, page 480, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBEES, Register.

John Denley was presented as a witness, and, being duly sworn and interrogated by the Board, deposed, that the claimant began to work on the land in question in the year 1801, and worked upon it at times ever since, but did not know that he had ever made a crop upon it, but believed that he had about six acres well cleared; that the land was low, and subject to inundation, and was unfit for a place of residence; that the claimant had not resided upon it; that George Dickey, the claimant, was the head of a family on the 3d of March, 1803.

The Board ordered that the case be postponed for consideration.

THOMAS SULLIVANT, Junior's case, commenced in page 723.

Natt Christmas, surveyor, was presented as a witness, and, being duly sworn, deposed, that he made the surveys and plots returned to the Board by the following claimants, to wit: Thomas Sullivan, junior, pre-emption, one hundred and ninety acres; Edmund Smith, pre-emption, four hundred and twenty-two acres; John Dease, pre-emption, fifty acres; heirs of Godfrey Helverston, donation, six hundred and forty acres; and Seth Dean, representative of John Wallace, pre-emption, six hundred and thirty-nine acres; and that the said plots respectively contained true representations of the land therein described, according to his best knowledge and belief; that they included the plantations and improvements of the several claimants; and that he knew of no interfering lines or claims.

The Board ordered that the case be postponed for consideration.

THOMAS BATES'S case, commenced in page 756.

Natt Christmas, surveyor, was presented as a witness, and, being duly sworn, deposed, that he made the survey of the land in question, that the plot then exhibited gave a true and correct representation of the land claimed, with such marks, natural and artificial, as were therein laid down; that there were two interferences with the lines of this claim, viz: the lines of Seth Dean's claim, and the lines of Adam Hollinger's claim, as representative of William Cheney; that Adam Hollinger's claim interfered with this claim, running from the line south, forty-four degrees east, nearly with the crooked line, intended to represent a fence, to the river Tombigbee; that Dean's claim interfered with this claim, running with a line to the northeast of the fence, from the south line, forty-four degrees east, to the same river Tombigbee, as by the scratched line on the plot may better appear.

The Board ordered that the case be postponed for consideration.

JOSIAH SKINNER'S case, commenced in page 660.

Natt Christmas, surveyor, was presented as a witness, and, being duly sworn, deposed, that he surveyed the land now in question; that the plot exhibited gives a true and correct representation of the land claimed, with such marks, natural and artificial, as were therein laid down; that the improvements of the claimant were within the lines of this survey; that he had been informed that James Callier, Esquire's, claim, as representative of Joseph Anderson, interfered with the whole of this land, except the narrow niche of land, which he knew run within the limits of Thomas Carson's claim, and which Skinner run by the consent of Carson, given in his, Christmas's, presence.

The Board ordered that the case be postponed for consideration.

EDWARD GATLAND'S case, No. 166 on the docket of the Board, and No. 11 on the books of the Register.

Claim.—A right of pre-emption of three hundred and six acres, under the third section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the following words and figures, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting the claims to lands south of Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situated on the waters of Mobile river, in the county of Washington, beginning at a gum, and running thence, south, ten degrees east, sixty chains, to a gum; thence, south, two degrees east, ten chains, to a gum; thence, south, seventeen degrees west, thirty-four chains fifty links, to a cypress corner; thence, north, seventy-eight degrees west, eighteen chains, to a live oak corner; thence, north, nine degrees west, ninety-three chains, to a gum corner; thence, to the beginning, containing three hundred and six acres, having such forns and marks, both natural and artificial, as are fully represented in the plot annexed: which said tract of land is claimed by Edward Gatland, in and by virtue of the third section of the said act as a pre-emption, and is now exhibited to the Register of the Land Office east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to copy of the plot herewith filed.

EDWARD GATLAND.

FEBRUARY 29, 1804.

[Plot omitted.]

Surveyed 27th February, 1804, by Natt Christmas. Chain bearers, Sterling Dupree and David Dupree, who were sworn before James Callier, Justice of the Peace.

Entered in record of claims, vol. 1, page 41, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

Natt Christmas, surveyor, James Callier, and Joseph Bates, Sen. were presented as witnesses, and, being duly sworn, the said Christmas deposed, that he surveyed the land now in question; that the plot exhibited gave a true and correct representation of the land claimed, with such marks, natural and artificial, as were therein laid down; that a negro house and field of the claimant were within the limits of this survey; that there was an interference between the lines of this claim and the claim of Howel Dupree, to the extent of a straight line drawn from the two small crosses on the lines north, nine degrees west, and south, ten degrees east, and on the north end of this sur-

vey; that he only knew of this interference from information, but the fact, he believed, would more at large appear, reference being had to the survey of Howel Dupree's claim.

The said Callier and the said Bates deposed, that the claimant commenced to improve upon the land in question in the winter of the year 1802, and made a crop of corn thereon in the following year, and had continued to cultivate the same ever since; that this being swamp or low land, it was not a suitable place for a dwelling house; that they believed that the waters covered nearly the whole of this land, at some seasons of the year; that, on the 3d of March, 1803, and before, and ever since that time, the claimant was the head of a family.

The Board ordered that the case be postponed for consideration.

HEIRS OF JAMES COPELEN, case commenced in page 732.

Natt Christmas, surveyor, was presented as a witness, and, being duly sworn, deposed, that he made the plot of the land then exhibited to the Board, and did actually survey and measure the same from the Three River lake, to the Boggy branch, but was prevented from the further survey and measurement by high waters; that he plotted the residue for complement, and also took the course of the lake from actual observation; that there were two interferences with the lines of this survey, viz: George Brewer and Figures Lewis; that both those interferences were on the south side of this survey; that he only knew of those interferences from information that the fact will more at large appear, by referring to the plots of George Brewer, attorney for the heirs of Charles Brewer, and Figures Lewis's survey.

The Board ordered that the case be postponed for consideration.

Adjourned until Thursday, the 19th instant.

THURSDAY, April 19, 1804.

The Board met according to adjournment. Present: Ephraim Kirby, Robert C. Nicholas, Joseph Chambers.

LEWEL HENRY, attorney in fact for Anthony Espaho; case commenced in page 694.

Joseph Bates, sen. and Natt Christmas were produced as witnesses, and, being duly sworn and interrogated by the Board, they deposed, that they had no interest in this claim; and the said witnesses further deposed, that a man of the name of Alexander inhabited and cultivated the land in question in the year 1793; that his, Alexander's negroes, continued to cultivate on this land in the years 1794 and 1795; that, in those last years, the negroes were under his, Bates's, direction; that said cultivation and habitation were under the permission of John Turnbull, as he, Bates, was informed by Alexander, Joyce, and Turnbull; that after Alexander quitted the possession, a man by the name of Hartly contracted with John Turnbull for the purchase of said land; and, in full consideration therefor was to pay him three hundred dollars; that, in pursuance of said contract to purchase, said Hartly entered into possession of the premises in the winter of the year 1795, or spring of the year 1796, and continued to inhabit and cultivate thereon, until the fall or winter of 1799, when, having failed to make the payment of three hundred dollars, he told him, Bates, that he had given up the land to Turnbull again, and had cancelled his obligation to pay the said three hundred dollars; that he had also heard Joyce say that he had released Hartly from the payment of the three hundred dollars, in consequence of said Hartly's having given up the land, or rather the right he had acquired by said contract to purchase; that neither Turnbull nor Joyce were inhabitants within the Mississippi territory on the 27th of October, 1795; or since that time.

Question. Has the right to this land always been admitted to be in John Turnbull?

Answer. I have understood that the right was always admitted to be in John Turnbull, or persons claiming under him.

Question to said Christmas by the claimant's attorney. Did you or did you not see in the possession of Mr. Norwood an English grant for the land in question, in favor of John Turnbull?

Answer. I did never see any such grant.

The Board ordered that the case be postponed for consideration.

NATT CHRISTMAS'S case, No. 167 on the docket of the Board, and No. 175 on the books of the Register.

Claim.—A right of pre-emption of eighty-five acres, under the third section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the following words and figures, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting claims to land south of Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situated on the west side of the river Tombigbee, on the bluff known by the name of Nanna Hubba, in the county of Washington; beginning on said river, running thence, north, three degrees west, twenty-one chains; thence, north, sixteen degrees east, twenty-three chains twenty-five links; thence, north, fifty-three degrees west, six chains; thence, north, five degrees west, twelve chains; thence, south, sixty degrees west, seventeen chains; thence, south, twenty-five chains; thence, north, eighty degrees east, thirty-two chains, to the beginning; containing eighty-five acres, and hath such forms and marks, both natural and artificial, as are fully represented in the plot annexed; is claimed by Natt Christmas, in and by virtue of the third section of this act, and is now exhibited to the Register of the Land Office established east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to a copy of the plot herewith filed.

NATT CHRISTMAS.

MARCH 31, 1804.

[Plot omitted.]

Surveyed 28th March, 1804, by J. Milliken. Chain carriers, John Ackworth and Josiah Kirk.

Entered in record of claims, vol. 1, page 513, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

Joseph Bates, Sen. and Edward Gatland were produced as witnesses, and, being duly sworn and interrogated by the Board, they deposed, that they had no interest in this claim; that the claimant has inhabited and cultivated on the land in question from the year 1801 until the then present time; that he did actually inhabit and cultivate on the same on the 3d day of March, 1803; and that Natt Christmas, the claimant, was, on the said 3d day of March, 1803, the head of a family.

The Board ordered that the case be postponed for consideration.

Adjourned until Friday, the 20th instant.

FRIDAY, April 20, 1804.

The Board met according to adjournment. Present: Ephraim Kirby, Robert C. Nicholas, Joseph Chambers. Adjourned to Saturday, the 21st instant.

SATURDAY, April 21, 1804.

The Board met according to adjournment. Present: Ephraim Kirby, Robert C. Nicholas, Joseph Chambers.

SETH DEAN'S case, commenced in page 763.

Jesse Thomas and William Wallace were presented as witnesses, and, being duly sworn and interrogated by the Board, they deposed, that they had no interest in this claim; that Seth Dean commenced to improve upon the land then in question in the year 1802, and that he did actually inhabit and cultivate the same on the 3d day of March, 1803; and that said Dean was, on said 3d day of March, the head of a family; and that Mrs. Copeland then lived on said land.

The Board ordered that the case be postponed for consideration.

SETH DEAN'S case, No. 168 on the docket of the Board, and No. 180 on the books of the Register.

Claim.—A right of pre-emption of six hundred and thirty-nine acres, as assignee and legal representative of John Wallace, under the third section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the following words and figures to wit:

To the Commissioners appointed in pursuance of the act of Congress passed on the 3d day of March, 1803, for receiving and adjusting the claims to land south of Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situated on the west side of the river Tombigbee, in the county of Washington, beginning at a sassafras on said river, running thence south, forty-four degrees west, ninety chains, to a pine; thence, north, forty-six degrees west, eighty chains, to a stake on Bilbo's creek; thence, on said creek, north, sixty-four degrees east, seventy-one chains, to a stake; thence, north, fourteen degrees east, forty chains, to a gum; thence along the said river, to the beginning; having such shape, form, and marks, natural and artificial, as are represented in the plot annexed: is claimed by Seth Dean, legal representative of John Wallace, in and by virtue of the third section of this act, as a pre-emption, and now exhibited to the Register of the Land Office, to be recorded as directed by said act. To all which he begs leave to refer, as also to a copy of the plot herewith filed.

MARCH, 31, 1804.

SETH DEAN,
Representative of John Wallace.

[Plot omitted.]

Chain bearers, William Vaughn and Robert Sharp.

Entered in record of claims, vol. 1. page 519, by EDWARD LLOYD WAILES, for
JOSEPH CHAMBERS, Register.

The claimant produced a deed of conveyance from John Wallace, bearing date the 31st of October, 1803, duly executed, relinquishing and conveying to the said Seth Dean all the said Wallace's right and interest in or to the said tract of land, together with the improvements made thereon.

William Walton was presented as a witness, and, being duly sworn and interrogated by the Board, deposed, that he was not interested in this claim; that he saw John Wallace sign, seal, and deliver to Seth Dean the deed then presented to the Board, on the day and for the purposes therein mentioned, and that he subscribed thereto as a witness.

Edna Bilbo and Richard Hawkins were presented as witnesses, and, being duly sworn, the said Bilbo deposed, that John Wallace built and settled upon the land then in question before the 3d of March, 1803, and cultivated a garden only on said land the ensuing season; and that John Wallace was, on said 3d day of March, the head of a family.

The said Hawkins deposed, that John Wallace built and settled upon the land then in question before the 3d day of March, 1803, and that said Wallace was, on the said 3d day of March, the head of a family.

The Board ordered that the case be postponed for consideration.

SETH DEAN'S case, No. 169 on the docket of the Board, and No. 179 on the books of the Register.

Claim.—A right of pre-emption of six hundred and forty acres, as assignee and legal representative of James Lowe, under the third section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the following words and figures, viz:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting the claims to lands south of Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situated on the west side of Tombigbee river, in the county of Washington, beginning on a corner stake, running thence, north, eighty degrees west, sixty-four chains, to Bates's creek; thence, along said creek, to Bilbo's creek, to a corner stake on said creek; thence, south, fifty-eight degrees west, thirty-eight chains, to a pine; thence, south, eighty-four degrees west, forty chains, to a corner pine; thence, south, six degrees east, one hundred chains, to a corner stake; thence, north, eighty degrees east, eighty-four chains, to the beginning; having such shape, form, and marks, natural and artificial, as are represented in the plot annexed: is claimed by Seth Dean, representative of James Lowe, in virtue of the third section of the said act, and is now exhibited to the Register of the Land Office established east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to a copy of the plot annexed.

SETH DEAN,
Representative of James Lowe.

MARCH 31, 1804.

[Plot omitted.]

Surveyed 31st March, 1804, by Seth Dean. Chain carriers, David Dupree and George Farrar.

Entered in record of claims, vol. 1, page 517, by EDWARD LLOYD WAILES, for
JOSEPH CHAMBERS, Register.

The claimant exhibited a deed of conveyance from James Lowe, duly executed, bearing date the 9th day of February, 1804, conveying to the said Dean all the said Lowe's right, claim, and interest to the said tract of land.

Sherwood B. Bonner, Edna Bilbo, and Richard Hawkins, were presented as witnesses, and, being duly sworn and interrogated by the Board, they deposed, that they had no interest in this case; and said Bonner further testified, that he saw James Lowe with his own hand sign, seal, and deliver unto Seth Dean the instrument of writing then presented to the Board; and that he, Bonner, subscribed to said writing, when made, as a witness, as did also Aaron Grimage.

The said Bilbo and Hawkins further deposed, that James Lowe built a house, and lived upon the land in question, before the 3d of March, 1803, and did inhabit on said land on the said 3d day of March, and cultivated cotton and potatoes thereon the ensuing season; that James Lowe was, on the 3d day of March, 1803, the head of a family, and more than twenty-one years of age.

The Board ordered that the case be postponed for consideration.

SETH DEAN'S case, No. 170 on the docket of the Board, and No. 177 on the books of the Register.

Claim.—A right of pre-emption of six hundred and forty acres, as legal representative of Jesse Thomas, under the third section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the following words and figures, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting the claims to lands south of Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situate on the west side of Tombigbee, in the county of Washington, beginning at a corner pine, about a mile from the river; running thence, south, twenty degrees east, one hundred and sixteen chains, to a corner; thence, north, forty degrees west, seventy chains, to a corner stake

and pine; thence, south, fifty degrees west, sixty chains, to a corner stake; thence, north, twenty degrees west, eighty-four chains, to a corner stake; thence, north, eighty degrees east, eighty-six chains, to the beginning; and hath such forms and marks, both natural and artificial, as are fully represented in the plot annexed, containing six hundred and forty acres: is claimed by Seth Dean, legal representative of Jesse Thomas, in and by virtue of the third section of this act, as a pre-emption, and is now exhibited to the Register of the Land Office established east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to the copy of the plot herewith filed.

MARCH 31, 1804.

[Plot omitted.]

SETH DEAN,
Representative of Jesse Thomas.

Surveyed March 31, 1804, by Thomas Bilbo. Chains carriers, Jesse Thomas and David Dupree.

Entered in record of claims, vol. 1, page 515, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

Jesse Thomas and William Walton were presented as witnesses, and, being duly sworn and interrogated by the Board, they deposed, that they were not interested in this case; and said Thomas further testified, that he sold his claim to the land then in question to Seth Dean, for the consideration of forty-eight dollars; that he commenced his improvement in the year 1802, and had inhabited and cultivated on said land ever since, and did actually inhabit and cultivate the same on the 3d day of March, 1803; and was, on the said 3d day of March, the head of a family.

The said Walton deposed, that he knew that, on the 3d day of March, 1803, Jesse Thomas did actually cultivate and inhabit the said land; and that said Thomas was, on said 3d day of March, the head of a family.

The Board ordered that the case be postponed for consideration.

SETH DEAN, representative of John Dawson; case commenced in page 756.

Jesse Thomas was produced as a witness, and, being duly sworn and interrogated by the Board, deposed, that he saw Thomas Davis sign, seal, and deliver, with his own hand, unto Seth Dean, the deed or instrument of writing then presented to the Board; and that he did, at the same time, subscribe his name thereto as a witness, as did also C. Helber in his presence.

Thomas Bassett was presented as a witness, and, being duly sworn, deposed, that John Dawson, during the possession of this country by the British Government, inhabited and cultivated on a tract of land, some distance above the mouth of the Three Rivers, and which land he supposed was represented by the plot then exhibited; that he did confidently believe that neither John Dawson, nor his legal representative or representatives, resided within the Mississippi territory on the 27th day of October, 1795.

The Board ordered that the case be postponed for consideration.

SETH DEAN, representative of Francis Juzant; case commenced in page 756.

William Walton was presented as a witness, and, being duly sworn and interrogated by the Board, deposed, that he was not interested in this claim; that he saw Francis Juzant sign, seal, and deliver to Seth Dean the deed then presented to the Board, on the day and date therein mentioned, purporting to be a conveyance of one thousand acres of land, on the west side of the Tombigbee river, and on both sides of the mouth of Cedar creek; that he saw Robert Walton subscribe the same as a witness.

The Board ordered that the case be postponed for consideration.

Adjourned until Monday, the 23d instant.

MONDAY, April 23, 1804.

The Board met according to adjournment. Present: Ephraim Kirby, Robert C. Nicholas, Joseph Chambers. Adjourned until Tuesday, the 24th instant.

TUESDAY, April 24, 1804.

The Board met according to adjournment. Present: Ephraim Kirby, Robert C. Nicholas, Joseph Chambers. Adjourned until Wednesday, the 25th instant.

WEDNESDAY, April 25, 1804.

The Board met according to adjournment. Present: Ephraim Kirby, Robert C. Nicholas, Joseph Chambers.

RICHARD BARROW's case, commenced in page 701.

Natt Christmas, surveyor, was presented as a witness, and, being duly sworn, deposed, that he run three lines of the survey of the land then claimed, and plotted the fourth line for complement; that the plot then exhibited, presents a true and correct view of the land claimed, with such marks, natural and artificial, as are therein noted; that there were no lines that interfered with this claim, nor did the lines of this claim interfere with that of any other, except with that of Hawkins's, as had been stated.

The Board ordered that the case be postponed for consideration.

NATT CHRISTMAS's case, commenced in page 765.

John Milliken, surveyor, was presented as a witness, and, being duly sworn, deposed, that he surveyed the land then in question, and made the plot exhibited to the Board, which gave a true and correct view of said land, with such marks, natural and artificial, as were therein noted; that the houses and improvements of the claimant were within the limits of said survey; that there was a claim of Edward Creighton's, as representative of Benjamin King, that interfered with this claim, beginning at a corner stake, and running to the south of the spring branch, or the north line of said survey, in or about twenty acres; that the interference is represented by the dotted line; that Sterling Dupree's claim covered the whole of said land.

The Board ordered that the case be postponed for consideration.

THOMAS CARSON's case, as representative of John Jacob Abner, commenced in page 661.

Natt Christmas, surveyor, was presented as a witness, and, being duly sworn, deposed, that he surveyed the land in question, and made the plot then exhibited to the Board, which gave a true and correct view of the land claimed, with such marks, natural and artificial, as are therein noted; that he had been informed by Mr. James Gordon that he run a line of the survey or claim of the representative of Joseph Anderson, over the south line of Carson's survey, to the extent of upwards of two hundred acres; that Josiah Skinner had also run over the south line of said survey, but, by the consent of Mr. Thomas Carson, given in his, Christmas's, presence; that the original improvements of John Jacob Abner were within the limits of said survey.

The Board ordered that the case be postponed for consideration.

JAMES CALLIER's case, as representative of Joseph Anderson; commenced in page 662.

Thomas Bates, Senior, was presented as a witness, and, being duly sworn and interrogated by the Board, deposed, that Joseph Anderson inhabited and cultivated the land claimed in the year 1798, and continued to inhabit and cultivate on the same until about two years last past; that said land had been inhabited and cultivated since Anderson left it, by William Walton, as a tenant of Seth Dean, who purchased, as he, Bates, understood and believed, Anderson's right to this claim; that Joseph Anderson was the head of a family in the month of February, 1799.

The Board ordered that the case be postponed for consideration.

SAMUEL MIMS, representative of John Turnbull; case commenced in page 696.

Natt Christmas, surveyor, was presented as a witness, and, being duly sworn, deposed, that upwards of one year ago he surveyed the land in question, and made the plot exhibited to the Board, in pursuance of an order to me issued from the court of Washington county; that the plot exhibited a true and correct view of the land then claimed, with such marks, natural and artificial, as were on the plot noted; that there were two men, one of the name of Causby, and the other of the name of Rogers, who were then living within the limits of this survey.

The Board ordered that the case be postponed for consideration.

STERLING DUPREE, representative Emanuel Cheney; case commenced in page 648.

Natt Christmas, surveyor, was presented as a witness, and, being duly sworn, deposed, that he surveyed the land in question, and made plot exhibited to the Board, which gave a true and correct view of the land claimed, with such marks, natural and artificial, as were therein noted; that there was a claim in his own name that interfered with the line of the said survey, cornering on the margin of the Tombigbee river, represented by the cross on Dupree's plot, the extent of which interference would more fully appear by reference to the plot of his survey; that there was a claim of Edward Creighton's, as representative of Benjamin King, that interfered with the lines of this survey; that the extent of said interference will more fully appear by a reference to the plot of his survey, and the plot of the survey of said Creighton, representative of said King.

Edna Bilbo and Richard Hawkins were presented as witnesses, and, being duly sworn and interrogated by the Board, they deposed, that they were not interested in this claim; that Emanuel Cheney settled upon the land in question late in the year 1798, but did not make any cultivation; that he inhabited and cultivated on said land in the year 1799, but the cultivation of this was a garden only.

The said Hawkins further deposed, that Earles built the house on said land in which Cheney lived, some time in the summer or fall of the year 1798; that said Earles told him he had sold the same to Emanuel Cheney.

The said Bilbo further testified, that Emanuel Cheney, in the year 1797, was the head of a family, and more than twenty-one years of age; the said Hawkins also deposed, that said Cheney was, in the year 1798, the head of a family, and more than twenty-one years of age.

The Board ordered that the case be postponed for consideration.

ADAM SCOTT's case, No. 171 on the docket of the Board, and No. 112 on the books of the Register.

Claim.—A right of pre-emption of one hundred and sixty acres, under the third section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the following words and figures, to wit:

To the Commissioners appointed in pursuance to the act of Congress passed the 3d day of March, 1803, for receiving and adjusting claims to land south of Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situated on the west side of Tombigbee river, in the county of Washington, beginning at Barrow's lake, and runs down the river thirteen chains fifty links, to a holly; thence, west, twelve chains, to a pine; thence, south, thirty-seven chains twenty-five links, to a stake; thence, west, twenty-eight chains, to a stake; thence, north, fifty-one chains, to a stake; thence, east, forty-three chains, to the beginning; containing one hundred and sixty acres, and hath such marks, both natural and artificial, as are fully represented in the plot annexed: is claimed by Adam Scott, in and by virtue of the third section of the act, as a pre-emption, and is now exhibited to the Register of the Land Office established east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to a copy of the plot herewith filed.

ADAM SCOTT.

MARCH 29, 1804.

[Plot omitted.]

Surveyed by John Milliken. Chain bearers, Cordeal N. Daniels and William Patten.

Entered in record of claims, volume —, page 347, by EDWARD LLOYD WAILES, for
JOSEPH CHAMBERS, Register.

John Milliken, surveyor, was presented as a witness, and, being duly sworn, deposed, that he began at a corner tree on Barrow's lake, and meandered the lake to a holly, a station tree, in or about a hundred yards to the north of the garrison burying ground, and continued the measurement of the line, west, twelve chains, and south, thirty-seven chains twenty-five links, to a stake; and plotted the other lines for complement; that there were no other lines that interfered with the lines of this survey that he knew of, except the lines of James Callier's survey, made by James Gordon; that the houses and improvements of the claimant were within the limits of this survey.

Godfrey Bartles and Richard Hawkins were presented as witnesses, and, being duly sworn and interrogated by the Board, they deposed, that Adam Scott, the claimant, inhabited and cultivated the land in question on the 3d day of March, 1803, and before and since that time; and that said Adam Scott was, on said 3d day of March, the head of a family, and more than twenty-one years of age.

The Board ordered that the case be postponed for consideration.

JOHN HAWKINS's case, No. 172 on the docket of the Board, and No. 172 on the books of the Register.

Claim.—A right of pre-emption of one hundred and fifty-one acres, under the third section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the following words and figures, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the third day of March, 1803, for receiving and adjusting the claims to lands south of Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situated on the west side of Tombigbee, in the county of Washington, beginning on a gum, on a point of land between Barrow's lake and Mobile river, running thence, up the courses and distances, as laid down in the plot, to a willow on Richard Barrow's corner; thence, west, forty chains, to a stake in Barrow's lake swamp; thence, down the lake, as laid down in the plot, to the beginning; and hath such forms and marks, both natural and artificial, as are represented in the plot annexed, containing one hundred and fifty-one acres: is claimed by John Hawkins, in and by virtue of the third section of said act, as a pre-emption, and is now exhibited to the Register of the Land Office established east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to the copy of the plot herewith filed.

JOHN HAWKINS.

MARCH 31, 1804.

[Plot omitted.]

Surveyed March, 1804, by Natt Christmas. Chain bearers, Robert Lucas and Matthew Murry.

Entered in record of claims, volume 1, page 510, by EDWARD LLOYD WAILES for
JOSEPH CHAMBERS, Register.

Natt Christmas, surveyor, Joseph Bates, and Richard Hawkins, were presented as witnesses, and, being duly sworn, the said Christmas deposed, that he surveyed the land in question, and made the plot then exhibited, which gave a true and correct view of the land claimed, with such marks, natural and artificial, as were therein noted; that there were no lines that interfered with said survey that he knew of.

The said Bates and Hawkins deposed, that, before the 3d of March, 1803, and ever since, the land in question had been cultivated by the claimant, and for his use, but, being low land, subject to inundation, could not be made a place of residence; that John Hawkins, the claimant, was, on said 3d day of March, the head of a family.

The Board ordered that the case be postponed for consideration.

Adjourned until Thursday, the 26th instant.

THURSDAY, April 26, 1804.

The Board met according to adjournment. Present: Ephraim Kirby, Robert C. Nicholas, Joseph Chambers.

GEORGE FARRAR'S case, commenced in page 758.

Richard Hawkins and Seth Dean were presented as witnesses, and, being duly sworn, they deposed, that George Farrar inhabited and cultivated on said land before and ever since the 3d of March, 1803, and was, on said 3d of March, more than twenty-one years of age.

Question to said witnesses. Do you, or either of you, know that the present claimant was the owner, or did ever claim said land, or the improvements, on or before the 3d day of March, 1803?

Answer by both witnesses. He did not.

Question. Do you know under what pretensions the present claimant occupied and possessed the land and improvements now in question on the 3d day of March, 1803?

Answer. We know only that he lived there and made a crop on this land in that year, as a cropper.

The said Dean further deposed, that, on the day that this land was surveyed, he heard Mrs. Bilbo say, that, as she could not take in said land in her claim, George Farrar, the present claimant, might purchase it himself from the United States.

The Board ordered that the case be postponed for consideration.

Adjourned until Friday, the 27th instant.

FRIDAY, April 27, 1804.

The Board met according to adjournment. Present: Ephraim Kirby, Robert C. Nicholas.

HEIRS OF JAMES MCGREW, case commenced in page 686.

Adam Hollinger was produced as a witness, and, being duly sworn and interrogated by the Board, deposed, that he had no interest in this case; that James McGrew, deceased, did inhabit and improve the land in question many years ago, he believed as much as fourteen years, and continued there until the time of his death, which was after the year 1795; that his widow and family continued at the same place until after the Americans took possession of this country, in the year 1799; and that said James McGrew was the head of a family, and more than twenty-one years of age, on the 9th of February, 1788.

The Board ordered that the case be postponed for consideration.

CONSTANT MCGREW'S case, commenced in page 738.

John Baker and Young Gains were presented as witnesses, and, being duly sworn and interrogated by the Board, they deposed that they had no interest in this claim; and the said Baker further testified, that the widow Constant McGrew, the present claimant, had been in the occupancy of the land in question many years; that she lived upon it with her husband before the year 1794, about which time she became a widow, and had continued to inhabit and improve the same ever since.

The said Gains deposed, that he did not certainly know that Mrs. Constant McGrew inhabited and cultivated within the limits of the survey then exhibited in the year 1797, but his belief was that she did inhabit and cultivate on the said land in that year; that James McGrew died in or about the year 1797, as well as the witness recollected; that James McGrew, at the time of his leaving this country, and for some short time before his death, inhabited and cultivated on the place represented by Mr. Ligon to have been divided by the lower line of said survey, some distance from the river; that, in or about the year 1788, James McGrew lived at the improvement where Mr. Gahey lived, and near to the river; that Mrs. McGrew was, in the year 1797, more than twenty-one years of age.

Adam Hollinger and Robert Ligon were presented as witnesses, and, being duly sworn, the said Ligon deposed, that he did not make the plot exhibited, but had retraced the lines from the lower line on the river, until he was prevented from pursuing the upper line to its junction with the river by high water; that Mrs. McGrew told him, at that time, that a stump, a line tree, was a corner to the piazza of the house in which she lived, and that the principal part of the house, or all, except a corner of the piazza, was in the limits of the Spanish grant, and that she intended to support the Spanish grant, in virtue of her habitation in that house; that the upper line of this tract run five chains within the limits of Doctor Chastang's claim; that Mrs. McGrew told him, Ligon, that she was glad that the line had left a sufficiency of the improvement within the limits of the donation, to support it, or to support her rights; that he did not exactly remember the words, but that they were to that effect.

The said Hollinger deposed, that Mrs. McGrew was, in the year 1797, more than twenty-one years of age.—Vide his deposition, in the case of the heirs of James McGrew, recorded in preceding case.

The Board ordered that the case be postponed for consideration.

Adjourned until Saturday, the 28th instant.

SATURDAY, April 28, 1804.

The Board met according to adjournment. Present: Ephraim Kirby, Robert C. Nicholas.

CLARK MCGREW'S case, No. 173 on the docket of the Board, and No. 166 on the books of the Register.

Claim.—A donation of six hundred and forty acres, under the second section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the words and figures following, to wit:

To the Commissioners appointed in pursuance of an act of Congress passed the 3d of March, 1803, for receiving and adjusting claims to lands south of the State of Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situated on the west side of the Tombigbee river, lying and being in Washington county, beginning near Tawler creek, on a black gum, and running north, thirteen degrees west, seventy chains, to a hickory; thence, north, nine degrees east, thirty-two chains, to a hickory; thence, north, fifty-five degrees east, ninety-four chains, to a water oak; thence, south, forty-six degrees east, twenty-nine chains, to a persimmon; thence, to the beginning: is claimed by Clark McGrew, under and by virtue of the second section of the above recited act, and is now exhibited to the Register of the Land Office established east of Pearl river, for the purpose of being recorded as directed by said act. To all which he begs leave to refer, as well as to the plot herewith filed.

CLARK MCGREW.

MARCH 29, 1804.

[Plot omitted.]

Surveyed 20th March, 1804, by Robert Ligon.

Entered in record of claims, vol. 1, page 499, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

The claimant exhibited a deposition, as follows, to wit:

WASHINGTON COUNTY, MISSISSIPPI TERRITORY, April 26, 1804.

This day came Thomas Fittridge before me, one of the Justices assigned to keep the peace for said county, and made oath that, previous to 1797, and of the date of 1797, he saw Clark McGrew's tract of land in a state of im-

provement, about six acres of land in cultivation; and that Clark McGrew's negro resided on the tract of land in the year 1797, and has always continued the possession until the present year. And further this deponent saith not.

THOMAS ETTRIDGE.

Given under my hand and seal. Sworn to before

JOHN CALLIER, Justice of Peace.

John McGrew, Esq. was presented as a witness, and, being duly sworn, deposed, that, in the year 1796, there was a small piece of land claimed within the limits of this survey, and that Clark McGrew has continued to make a small crop every year since that time on the same; that he never had himself resided on said land more than two or three nights at a time, having made his, the said John's, house his home; that Clark McGrew was, in the year 1797, more than twenty-one years of age.

The Board ordered that the case be postponed for consideration.

JOSEPH WESTMORELAND's case, No. 174 on the docket of the Board, and No. 111 on the books of the Register.

Claim.—A right of pre-emption of one hundred and ninety-three acres and thirty-six poles, as legal representative of Lewis Crane, under the third section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the following words and figures, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting the claims to lands south of Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situated on the Tombigbee river, butted on the west side said river, bounded on the southwest by a line dividing him, the claimant, and Raleigh Green, lying altogether within the lines of Robert Farmar's survey, beginning on a sassafras, Raleigh Green's southwest corner, and runs with their dividing line south, seventy degrees west, sixty chains fifty links, to a poplar corner; thence, south, twenty degrees east, thirty chains, to a pine with two wahoos, pointers; thence, north, seventy degrees east, sixty-eight chains, to a stake on the river bank; thence, the meanders of the river, to the beginning; having such marks, natural and artificial, as are represented in the plot annexed, containing one hundred and ninety-three acres thirty-six poles: is claimed by Joseph Westmoreland, legal representative of Lewis Crane, under and by virtue of a settlement bearing date the 3d day of March, 1803, and now exhibited unto the Register of the Land Office established east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to the copy of the plot herewith filed.

JOSEPH WESTMORELAND.

FEBRUARY 27, 1804.

[Plot omitted.]

Surveyed 27th February, 1804, by T. Malone. Chain carriers, Raleigh Green and Elisha Simmons.

Entered in record of claims, vol. 1, page 345, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

The claimant exhibited a deed of conveyance from Lewis Crane, bearing date the 28th of March, 1803, relieving and conveying to the said Westmoreland all the said Crane's right and claim to said tract of land.

John Baker and James Davis were presented as witnesses, and, being duly sworn and interrogated by the Board, they deposed, that, in the year 1802, Lewis Crane lived upon the land in question, and raised a crop, and had a small house; that, in the spring of the year 1803, he sold his possession and improvement to Joseph Westmoreland, who moved on, and Crane moved off, but could not say the precise time when the exchange took place; that Westmoreland raised a crop on the land the last year; that Lewis Crane was the head of a family, and twenty-one years of age, on the 3d of March, 1803.

Thomas Malone, surveyor, was presented as a witness, and, being duly sworn, deposed, that he made the survey and plot of the land in question, and believed it to be correct, and that it included the dwelling house and improvements of the claimant; that this claim was wholly included within the claim of Robert Farmar, under a British grant; that he knew of no other.

The Board ordered that the case be postponed for consideration.

SIMON ANDREY's case, commenced in page 633.

James Callier and Wilson Carman were presented as witnesses, and, being duly sworn and interrogated by the Board, they deposed, that they had no interest in this case; that part of the dwelling houses and other buildings of the claimant stand on the land in question, and also his garden; that he resided there on the 3d of March, 1803, and ever since, and on said day was more than twenty-one years of age.

The Board ordered that the case be postponed for consideration.

JOHN FLOOD MCGREW's case, commenced page 738.

Levin Hainsworth and William McGrew were presented as witnesses, and, being duly sworn and interrogated by the Board, they deposed, that they were not interested in this case; the said Hainsworth further deposed, that, when he came to this country, in the last part of the year 1799, and was looking out for a farm or plantation, John Flood McGrew showed him the land in question, as belonging to himself; that there had at that time some labor been done upon it, but no house erected, nor the appearance of any crop in that year; that, about the year 1801, he put a family on said land, and some stock; that he, the witness, believed that, at the time first mentioned, the claimant was more than twenty-one years of age.

The said William further deposed, that, in the year 1798, the claimant began to work on the land by him then claimed, and did some work on the same every year, until the year 1801, when he put a family on, which had remained there ever since, and had raised crops.

John McGrew, Esq. was produced as a witness, and, being duly sworn, deposed, that John Flood McGrew was, in the year 1797, more than twenty-one years of age.

The Board ordered that the case be postponed for consideration.

LEVIN HAINSWORTH's case, No. 175 on the docket of the Board, and No. 13 on the books of the Register.

Claim.—A right of pre-emption of three hundred and ninety-six acres, under the third section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the following words and figures, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting claims to land south of the Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situated below Sintabogue, on Pine Barren creek, butting and bounded as follows, to wit: beginning on a corner hickory; thence, running south, eighty-two degrees west, eighty-two chains fifty links, to a corner sassafras; thence, north, twelve degrees west, forty-eight chains, to a corner sweet gum; thence, north, eighty-two degrees east, eighty-two chains and fifty links, to a corner stake; thence, south, twelve degrees east, forty-eight chains, to the beginning; having such marks, natural and artificial, as are represented in the plot annexed, containing three hundred and ninety-six acres: is claimed by Levin Hainsworth, under and by virtue of occupancy; he, the said Hainsworth, having inhabited and cultivated the tract herein

specified on the 3d day of March, 1803, agreeable to an act of Congress, entitled "An act," &c. and likewise the said claimant occupied the said tract from the year 1801, until this day.

Witness: JOSEPH CHAMBERS.

LEVIN HAINSWORTH, his \times mark.

[Plot omitted.]

FEBRUARY, 21st, 1804.

Surveyed by me, Robert Ligon. Chain carriers, William McGrew and John McGrew.

Entered in record of claims, vol. 1, page 50, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

William McGrew was presented as a witness, and, being duly sworn and interrogated by the Board, deposed, that the claimant built two small cabins on the land in question in the year 1801, and made other improvements; that the Indians being troublesome, as this land was above the former Indian line, he did not reside there steadily; that, on the 3d of March, 1803, his people were there at work, and he was, at that time, more than twenty-one years of age.—Vide surveyor's testimony in this case, in page 737.

The Board ordered that the case be postponed for consideration.

PRISCILLA MILES's case, No. 176 on the docket of the Board, and No. 154 on the books of the Register.

Claim.—A right of pre-emption of four hundred and fifty-six acres, under the third section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the following words and figures, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting claims to lands south of the Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situated on the waters of House's Mill creek, Washington county, butted and bounded on all sides by vacant land, beginning on a hickory, and runs south, seventy-two degrees east, twenty-five chains fifty links, to a large pine corner; thence, south, eighty-six degrees east, ninety chains, to a stake with three pines, pointers; thence, north, four degrees east, forty chains, to a pine corner; thence, south, eighty-six degrees west, one hundred and fifteen chains, to a stake corner, with two pines, pointers; thence, to the beginning; having such marks, natural and artificial, as are represented in the plot annexed, containing four hundred and fifty-six acres and twelve poles: is claimed by Priscilla Miles, of Washington county, Mississippi territory, under and by virtue of the third section of the above recited act, and now exhibited unto the Register of the Land Office established east of Pearl river, to be recorded as directed by said act. To all which she begs leave to refer, as also to the copy of the plot herewith filed.

MARCH 26, 1804.

[Plot omitted.]

PRISCILLA MILES.

Surveyed 26th March, 1804, by T. Malone. Chain carriers, George McGee and William Morgan.

Entered in record of claims, vol. 1, page 483, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

The above named chain carriers were sworn before John Callier, Esquire, Justice of Peace.

Thomas Malone, surveyor, was presented as a witness, and, being duly sworn, deposed, that he made the survey and plot of the land in question, and believed it to be correct; that it included the dwelling and the greater part of the claimant's improvements, and that he, Malone, knew of no interfering line or claim, and believed there was none; that, in September, 1802, he was at said place, and the present claimant then lived there, had a dwelling house, some cleared land, and appearance of cultivation, and had continued there ever since; that she was at that time a widowed lady, considerably advanced in years.

James Callier was presented as a witness, and, being duly sworn and interrogated by the Board, deposed, that he was not interested in this case; that Priscilla Miles, the present claimant, lived upon and cultivated the land in question on the 3d of March, 1803, before that time, and ever since; and, at that time, was more than twenty-one years of age.

The Board ordered that the case be postponed for consideration.

JOHN PICKERING's case, commenced in page 711.

William McGrew was presented as a witness, and, being duly sworn and interrogated by the Board, deposed, that he had no interest in this claim; that, before the 3d of March, 1803, John Pickering had two houses partly built upon the land in question, and some ground cleared; that he raised a crop of eight or ten acres the ensuing season, and moved his family on at the beginning of the fall.

The Board ordered that the case be postponed for consideration.

EDWARD CREIGHTON's case, No. 177 on the docket of the Board, and No. 159 on the books of the Register.

Claim.—A donation of six hundred and forty acres, as legal representative of Isram Beard, under the second section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the following words and figures, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed on the 3d day of March, 1803, for receiving and adjusting claims south of the Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situated about one mile from Nanna Hubba bluff, beginning on a line of Howel Dupree's, running north, thirty-four degrees east, to a tupelo gum; thence, north, fifty-six degrees east, five chains, to a tupelo gum; from thence, south, fifty-six degrees west, ninety-one chains, to a whortleberry; from thence, south, thirty-four degrees east, seventy-two chains and fifty links; and from thence, north, fifty-six degrees east, ninety-one chains, to the beginning, including within the said lines six hundred and forty acres of land; bounded on the east by Howel Dupree's donation claim, and on all the rest by vacant land or undefined claims: this land is claimed by Edward Creighton, of Washington county, Mississippi territory, under and in virtue of a settlement made by Isram Beard, on or before the month of August, 1797, by him transferred to Jacob Miller, and by said Miller to this reporter, in July 21st, 1802, now delivered to the Register of the Land Office to be established east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to a copy of the plot herewith filed.

EDWARD CREIGHTON.

MARCH 14, 1804.

[Plot omitted.]

Surveyed 14th March, 1804, by Robert Ligon. Chain carriers, John Hines and Howel Dupree.

Entered in record of claims, vol. 1, page 489, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

The claimant exhibited a deed of conveyance from Jacob Miller, bearing date 21st of July, 1802, assigning and conveying to the said Creighton all the said Miller's right and claim to said land, and the improvements thereon.

Rachel Helverson, was presented as a witness, and, being duly sworn and interrogated by the Board, deposed, that she had not any interest in this claim; that Isram Beard settled upon the land in question in the year 1798, by building a house, and raised a small crop the year following; that he did not live there more than two years before he parted with his possession to Jacob Miller, who took peaceable possession of the same; that, at the time of the settlement above mentioned, Isram Beard was the head of a family.—Vide surveyor's testimony in page 737.

Richard Barrow was produced as a witness, and, being duly sworn, deposed, that, in the latter part of the year 1798, Isram Beard settled upon the land in question, and, in the year 1799, cultivated thereon; that Isram Beard was the head of a family.

The Board ordered that the case be postponed for consideration.

WILLIAM MCGREW's case, No. 178 on the docket of the Board, and No. 17 on the books of the Register.

Claim.—A donation of six hundred and thirty-eight acres, under the second section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the following words and figures, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting claims to land south of Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situated on the south side of Tombigbee river, on the branch of Toller creek, called Coffee-house creek, or William McGrew's creek, butting and bounding as follows, to wit: beginning at a corner pine on the south side of said creek, thence running north, sixty degrees east, seventy chains and fifty links, to a corner chestnut; thence, north, thirty degrees west, ninety chains fifty links, to a corner chinque-pine; thence, south, sixty degrees west, seventy chains fifty links, to a corner stake; thence south, thirty degrees east, to the beginning; having such forms and marks, natural and artificial, as are represented in the plot annexed, containing six hundred and thirty-eight acres: is claimed by William McGrew, under and by virtue of occupancy, the said William McGrew having inhabited and cultivated the tract herein specified on the day of the evacuation of the Spanish troops, agreeable to an act of Congress, entitled "An act regulating the grants of land, and providing for the disposal of the lands of the United States south of the State of Tennessee." The said land was likewise occupied previous, and ever since, unto this day, by the said claimant, who was above twenty-one years of age at the time required by the act, and claims no other land in the territory; and it does not appear to be claimed by any other person, &c. &c.

WILLIAM MCGREW.

FEBRUARY 21, 1804.

[Plot omitted.]

Surveyed 13th February, 1804, by Robert Ligon. Chain carriers, Levin Hainsworth and John McGrew.

Entered in record of claims, vol. 1, page 49, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

John McGrew, Senior, and Levin Hainsworth were presented as witnesses, and, being duly sworn and interrogated by the Board, they deposed, that they had no interest in this case.

The said Hainsworth also testified, that when he came to this country, in the latter part of the year 1799, William McGrew, the present claimant, showed him the land in question as his plantation; that it had the appearance of having been cultivated several years; that there were the remains of an old house and a temporary shed, and four or five acres under cultivation, part of which appeared to have had a crop on it the preceding summer.

The said John McGrew, Senior, further deposed, that he did see not the improvements of his son, the present claimant, upon the land in question, until several years after it commenced; that his own house was the frontier house, the said claimant a single man, and lived in the family with him; that, in the year 1797, the claimant commenced said improvement, as he believed; that he used to go regularly off to work, with working people and tools; and he, the witness, always understood from the claimant; that it was at said place, and fully believed that it was: that he continued to improve in this manner annually, until he was married, about two years ago, when he moved there to live; that the claimant was born in the year 1776.—Vide surveyor's testimony, in page 737.

The Board ordered that the case be postponed for consideration.

RICHARD HAWKINS's case, commenced in page 762.

Joseph Bates and John Hawkins were presented as witnesses, and, being duly sworn and interrogated by the Board, they deposed, that they were not interested in this case; and the said Joseph also deposed, that, in the fall of the year 1797, the present claimant entered upon the land in question, erected a house, and began to clear the lands; that, by himself or his son, he had continued to inhabit and cultivate the same until the then present time, and raised crops regularly; and that he was, in the year 1797, more than twenty-one years of age.

The said John further deposed, that, in January, 1798, he came into this country, and found his father Richard Hawkins, living upon the land in question, and that he had there lived and cultivated ever since, except about two years, when the claimant resided at Tensaw; and his improvements on the land in question were occupied by another person in his behalf.

The Board ordered that the case be postponed for consideration.

JOHN MCGREW, Junior, representative of Alexander McGrew; case commenced in page 734.

James McGrew and John McGrew, Esquires, were presented as witnesses, and, being duly sworn and interrogated by the Board, they deposed, that they were not interested in this case; and the said James also deposed, that he helped Alexander McGrew to build a house, and to plant a little corn on the land in question, as he, witness, believed, in the year 1798; that Alexander McGrew had done some labor on the land before that time, but that he did not inhabit the land, nor did any person live there in his behalf.

The said John deposed, that he knew that Alexander McGrew was, in the year 1797, more than twenty-one years of age.

The Board ordered that the case be postponed for consideration.

JULIAN DE CASTRO's case, No. 179 on the docket of the Board, and No. 60 on the books of the Register.

Claim.—A donation of six hundred and forty acres, under the second section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the following words and figures, to wit:

To the Commissioners appointed in pursuance of the act of Congress for receiving and adjusting the claims of lands south of Tennessee, and east of Pearl river.

Please to take notice, that a certain tract of land, lying on the Tombigbee river, and containing six hundred and forty acres, bounded as follows: beginning at a whortleberry on said river, and running south, twenty-seven degrees west, to a stake corner; thence, south, sixty-four degrees east, to a hickory corner; thence, north, twenty-seven degrees east, to a stake on said river; thence, along the meanders of said river, to the place of beginning: is claimed

by Julian de Castro, by virtue of a certificate setting forth the same, and which tract will more particularly appear from a plot and survey thereof herewith filed; he therefore prays that this claim may be recorded.

JULIAN DE CASTRO.

[Plot omitted.]

Surveyed 16th February, 1804, by T. Malone. Chain carriers, Thomas Barker, and — Pie.

Entered in record of claims, vol. 1, page 178, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

William McGrew was presented as a witness, and, being duly sworn and interrogated by the Board, deposed, that, according to the best of his recollection, Julian de Castro, the present claimant, lived on the land in question in the year 1789; and about that time moved off to another place about three miles distant, where he resided about three years; and he then moved with his family out of the territory, and did not return until the year 1801.

Thomas Malone, surveyor, was presented as a witness, and, being duly sworn, deposed, that he made the survey and plot of the land in question, and believed it to be correct; and that it included the dwelling house and improvements of the claimant; that this claim included the claim of Peter Malone altogether; also, some part of the claim of James Griffin; also, a part of John Baker's one thousand six hundred acres claim; that it also covered about half a mile front of the claim of Edward Lloyd Wailes, and of William Coleman; that it probably included about half the front of the claim of Doctor Chastang.

The Board ordered that the case be postponed for consideration.

EDWARD LLOYD WAILES'S case, No. 180 on the docket of the Board, and No. 191 on the books of the Register.

Claim.—A right of pre-emption of four hundred and eighty acres, as assignee and legal representative of John Baker, under the third section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the words and figures following, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed 3d day of March, 1803, for receiving and adjusting the claims to lands south of Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situated on the west side of Tombigbee river, near Fort St. Stephen's, in the county of Washington, beginning at Doctor John Chastang's upper line, on a small iron-wood, standing on the river bank, and runs with his line south, twenty-five degrees west, eighty chains, to a stake; thence, north, sixty-five degrees west, sixty chains, to a stake; thence north, twenty-five degrees east, eighty chains, to a stake; thence, with the meanders of the river, to the beginning; containing four hundred and eighty acres, and hath such shape, form, and marks, both natural and artificial, as are fully represented in the plot annexed: is claimed by Edward Lloyd Wailes, assignee of John Baker, legal representative of John Berry, who purchased the said land at sheriff's sale, and has had the same in possession from the 5th of October, 1801, until the present time; and claims the right of purchasing the said land, under the third section of the said act, and is now exhibited to the Register of the Land Office established east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to a copy of the plot herewith filed.

EDWARD LLOYD WAILES.

Representative of John Baker.

MARCH 30, 1804.

Surveyed by T. Malone.

[Plot omitted.]

Entered in record of claims, vol. 2, page 6, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

The claimant exhibited a deed from Elijah Powel, as deputy sheriff for said county, duly executed, acknowledged, and recorded, bearing date the 5th of October, 1801, conveying to the said John Baker the said tract of land; which deed was given in consequence of a writ of attachment against the lands and tenements of John Berry, in virtue of which writ, directed to the said Powel, by the county court in said county, to execute and return according to law, he sold at public auction, and deeded said land as above stated.

On the back of said deed is written as follows, to wit:

I hereby assign all my right, title, interest, claim, and demand of the within deed, and all the right, title, interest, and claim of the land therein mentioned, to Edward Lloyd Wailes, his heirs and assigns, and I do warrant and defend the said land unto the said Edward Lloyd Wailes, against myself and my heirs only.

JOHN BAKER.

Witness, OTTO T. V. BAREERIE.

The claimant also produced three other instruments of writing, as follows, to wit:

I, Pleasant Rose, have received in possession, for John Baker, or his heirs, eight hundred acres of land, including a certain improvement made by John Berry, and adjoining Fort St. Stephen's, and sold by virtue of a writ of attachment, by the sheriff of Washington county, to the said Baker; the said eight hundred acres to be returned upon demand to the said Baker, except one lot, to include the house that the said Rose now lives in, which said house and lot the said Rose is to continue in for and during the term of two years, and pay unto the said Baker one dollar per annum; and for the true performance, the said Rose doth oblige himself to forfeit and pay to the said Baker, or his heirs, in case of refusal, the sum of fifty thousand dollars.

Given under my hand and seal, this 16th day of September, 1802.

PLEASANT ROSE.

Witness, WILLIAM BREWER.

I, John Baker, do hereby oblige myself and heirs to pay unto Pleasant Rose for all the improvements he shall make upon a lot rented him, where he now lives, for two years, after the expiration of the said term, the said improvements to be valued and paid in cotton, or country produce.

Given under my hand, this 16th day of September, 1802.

JNO. BAKER.

Witness, WILLIAM BREWER.

JUNE 20, 1803. Received of John Baker one hundred dollars in full satisfaction for improving and cultivating the aforesaid land.

PLEASANT ROSE.

EMANUEL CHENEY, his X mark.

Joseph Westmoreland and James Davis were presented as witnesses, and, being duly sworn, and interrogated by the Board, they deposed, that they had not any interest in this case; that Pleasant Rose did live on the land in question some short time before the 3d of March, 1803, and, as they understood, as a tenant to John Baker; but, whether he, or any other person, was there on said 3d of March they could not certainly say; that the improvements were two small cabins; that a small garden was made since the 3d of March, 1803.

Question by the claimant. Do you not know that John Murrel did live on another part of this land on the 3d of March, 1803?

Answer by both. John Murrel did live on a part of the land now claimed on the 3d of March, 1803, and raised a crop there the last year; that the place where Murrel lived was two or three hundred yards from the place first spoken of, where Rose lived.

Question to J. Westmoreland. Did you ever hear Pleasant Rose say that John Baker had settled with him, and paid him for the labor which he did on said land?

Answer. I heard Rose say that Baker had settled with him, and paid him for work which he had done for Baker, part of which I understood to be on this land.

Question. Was John Baker twenty-one years of age on the 3d of March, 1803?

Answer, by both. He was.

Thomas Malone, surveyor, was presented as a witness, and, being duly sworn, deposed, that he made the plot of the land in question from his minutes of an adjoining line which he had surveyed, and believed it to be correct; that it included the house and improvements where Pleasant Rose lived, and also the house and improvements where John Murrell lived; that, on the southeast corner, there was a small interference with the claim of James Griffing; that he, Malone, believed that the greater part of this survey was included in the lines of John Baker's one thousand six hundred acres claim; that the greater part, if not the whole, of Peter Malone's claim, was included in the lines of this, and also the greater part of the claim of William Coleman; that the east side of this also included about half a mile of the front of Julian de Castro's donation claim.

George Robbins and Thomas Ettridge were presented as witnesses, and, being duly sworn, the said Robbins deposed, that Pleasant Rose inhabited and built a house on the land in question in the year 1802; that John Baker told him that he had settled Pleasant Rose at said place, to sell spirits for account of Baker; that he believed that Rose continued on said land until the month of March, 1803, but could not say certainly that he did so.

The said Ettridge deposed, that he knew that Pleasant Rose inhabited upon the land in question on the 3d of March, 1803; that he had a small garden of about thirty feet square, on which he, Ettridge, saw six or seven stalks of corn growing; that Rose told him that he had never received any thing for building the house.

The Board ordered that the case be postponed for consideration.

Adjourned until Monday the 30th instant.

MONDAY, April 30, 1804.

The Board met according to adjournment. Present: Ephraim Kirby, Robert C. Nicholas.

JOHN CALLIER, representative of Adam Hollinger; case commenced in page 688.

Thomas Malone, surveyor, James Dean, and Nathan Blackwell, were presented as witnesses, and, being duly sworn, the said Malone deposed, that he made the survey and plot of the land in question, and believed it to be correct, and that it included the dwelling house and improvements of the claimant; that he understood that a British claim, in the name of Hoggatt, was within this survey on the east or lower side.

The said Dean deposed, that he always understood and heard Wilford Hoggatt say, that the place he lived on, and which John Callier now claims as his representative was his own, and had heard said Wilford Hoggatt also say, that he had obtained a Spanish grant, in favor of his brother James Hoggatt, for eight hundred acres of land, next adjoining below the place he then lived on.

The said Blackwell deposed, that he was present when Leonard Marbury tendered the last payment for the consideration money of the purchase of the tract of land in question, at which time said Marbury presented a bond to him, Hoggatt, purporting as he, the witness, understood, to require that Wilford Hoggatt would indemnify him, Marbury, against all other claims; that Hoggatt flew into a passion, and refused to sign it, but he, witness, understood that, some short time afterwards, he did consent, received the payment, and did actually sign said bond; that Marbury, on quitting this country, made and authorized John Joyce to be his agent, and that he, Joyce, acted as such, without any person questioning his authority so to do, as well in conveying the land in question to Adam Hollinger, as in transferring other property belonging to the said Marbury; that Hollinger gave to Callier in his, Blackwell's, presence, at Mobile, the bill of sale of the same land, as he understood, from John Joyce, as agent to Leonard Marbury, to him, Hollinger, and that Callier appeared to be well satisfied therewith.

The Board ordered that the case be postponed for consideration.

FRANCIS STRINGER'S case, commenced in page 676.

Thomas Malone, surveyor, was presented as a witness, and, being duly sworn, deposed, that he made surveys and plots returned to the Board of Commissioners by the following claimants, to wit: Francis Stringer's donation, six hundred and forty acres; Thomas Malone's pre-emption, three hundred and thirty acres; John Dunn's pre-emption, three hundred and ninety-one acres; William Morgan's pre-emption, three hundred and nineteen acres; Peter Cartwright's pre-emption, one hundred and fifty-nine acres; and Priscilla Miles's pre-emption, four hundred and fifty-six acres; and that the said plots respectively contain true representations of the land therein described, according to the best of his knowledge and belief, and did include the plantations and improvements of the several claimants; that he knew of no interfering lines or claims.

The Board ordered that the case be postponed for consideration.

WILLIAM MURRELL'S case, commenced in page 705.

Thomas Malone, surveyor, was presented as a witness, and, being duly sworn, deposed, that he made the survey and plot of the land in question, and believed it to be correct, and that it included the dwelling house and improvements of the claimant; that the principal part of said survey on the north was included in the claim of Elisha Simmons; that a small corner on the south was included in the claim of James Huckaby.

The Board ordered that the case be postponed for consideration.

THOMAS MALONE'S case, No. 181 on the docket of the Board, and No. 186 on the books of the Register.

Claim.—Of four hundred and eighty acres, as assignee and legal representative of John Arnot, by virtue of a Spanish warrant, or order of survey, under the second section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the following words and figures to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting the claims to lands south of the Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situate on the west side of Tombigbee, beginning on a sweet gum corner of Flood McGrew's claim, and runs with his line south, twenty-four degrees west, one hundred and twenty-four chains forty-nine links, to a stake corner; thence, north, sixty-six degrees east, thirty-seven chains, and twenty links, to a corner stake; thence, north, twenty-four degrees east, one hundred and twenty-eight chains, forty-nine links, to a corner sweet gum on the bank of the river; thence, the meanders of the river, to the beginning first mentioned; having such marks, natural and artificial, as are represented in the plot annexed, containing four hundred and eighty acres of land: is claimed by Thomas Malone, representative of John Arnot, under and by virtue of a Spanish warrant of survey, bearing date the — day of — and now exhibited to the Register of the Land Office established east of Pearl river, to be recorded as is directed by said act. All of which he begs leave to refer to, as also to the copy of the plot annexed, &c.

MARCH 31, 1804.

FOR THOS. MALONE,

EDWIN LEWIS.

[Plot omitted.]

Surveyed March, 1804, by T. Malone. Chain carriers, John Dean and George Brewer.

Entered in record of claims, vol. 1, page 547, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

The claimant exhibited a Spanish warrant of survey, in the following words and figures, to wit:

His Excellency Don ESTEVAN MIRO, Colonel of the [Royal Army, Governor General of the city and province of Louisiana.

John Arnot, inhabitant in the jurisdiction of Mobile, with the greatest respect for your excellency, represents and says, that there is in the river Tombigbee a tract of forty acres of land, of which ten or twelve acres was formerly owned by a Doctor Dallas, situated on the east side by Benjamin James's land, and on the west side by the said land of the above mentioned Doctor Dallas, which was abandoned by him in the year 1779, and until this present has not been reclaimed by the proprietor, nor by any person by him empowered, (with an intention of what has been expressed as also to the petitioner,) he, with a few head of cattle and hogs for his support, expects from your excellency's generosity the favor of granting him the above petition, with titles from the Secretary of Government, which correspond with the concession; for which favor from your excellency, he will be forever thankful.

JOHN ARNOT.

MOBILE, 26th June, 1787.

MOBILE, June 27, 1787.

Don Vincent Folch, captain in the fixed regiment of Louisiana, commandant, civil and military of this district, certifies that the land which the petitioner solicits is vacant, from information taken for that purpose.

VINCENT FOLCH.

NEW ORLEANS, July 2, 1787.

The Commandant of the post of Mobile, shall establish the petitioner upon the twelve acres of land, with the profounder, as customary, of forty, at the place he solicits, being vacant, not causing prejudice, upon the precise condition of making the road and clearing regularly, in the space of one year; and if at the end of three years, the land is not settled, during which period it cannot be alienated, this grant to remain null; under which supposition, the business of settling the same is to be carried on in the tract, and remitted me to provide the interested party with titles in form.

ESTEVAN MIRO.

This is a copy of the original, which exists in the archives under my charge, remitted to me.

JOAQN. DE OSORNO. [L. s.]

John Baker and Doctor John Chastang were presented as witnesses, and, being duly sworn, the said Baker deposed, that he had compared this translation with the Spanish original or grant hereto attached; and that, to the best of his understanding, it was truly and correctly translated, as to names, dates, and quantity of acres.

The said Chastang deposed, that the foregoing is a true translation of the Spanish warrant or order of survey hereto annexed, according to the best of his knowledge and belief.

The claimant produced a deed of conveyance from John Arnot, bearing date the 18th day of December, 1794, duly executed, conveying to Tobias Reams all the said Arnot's right, claim, and title to the said tract of land and the improvements thereon.

Thomas Malone, surveyor, was presented as a witness, and, being duly sworn, deposed, that he made the survey and plot of the said land, and believed it to be correct, and that it included the house and other improvements made under the original claimant, except about lengths of fence. That the claim of Cornelius McCurtin interfered with this, on the east side, about half way in front; thence, towards the southwest corner, so as to include something more than half of this tract; that he also understood that a claim of Young Gains ran diagonally across this, a little south of the house, so as to include the greater part of said survey on the south; and knew of no other interfering lines or claims with this.

John McGrew and John Baker were presented as witnesses, and, being duly sworn and interrogated by the Board, they deposed, that they were not interested in this case; that John Arnot settled upon the land in question, in the year 1787, and continued to inhabit and cultivate thereon for some time; that John Arnot was, on the 2d July, in the year 1787, more than twenty-one years of age; and that they believed that said land had been inhabited and cultivated by him, or some person under him, ever since that time; that Arnot had told them that he had sold his right to one Tobias Reams, and that they knew that Reams entered into and enjoyed the peaceable possession thereof, under his purchase from Arnot.

John Callier and James Callier were presented as witnesses, and, being duly sworn, the said John deposed, that he was authorized, by a letter from his brother Thomas Callier, to cancel the bargain or purchase of land, which he had made with Tobias Reams, for his, Thomas's use, and account, and which he, witness, accordingly did; and in pursuance of that power re-conveyed the land to Reams, in the manner endorsed on the Spanish writing.

The said James deposed, that he saw a letter, and had understood that Thomas Callier authorized John Callier to cancel the bargain or purchase of land, which he had made for his account with Tobias Reams, and that said John Callier did accordingly do so, by re-conveying said land to said Tobias Reams, in the manner endorsed on said Spanish writing.

The Board ordered that the case be postponed for consideration.

THOMAS GOODWIN's case, No. 182 on the docket of the Board, and No. 97 on the books of the Register.

Claim.—A right of pre-emption of two hundred and eighty-six acres, as legal representative of Daniel Kannada, under the third section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the words and figures following, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting claims to lands south of the Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land situated on the waters of Bassett's creek, in the county of Washington, beginning at a hornbeam, and running north, forty degrees east, eleven chains, to a lake; forty chains, to a beech corner; thence, north, fifty degrees east, twenty chains, to a hickory; thence, south, forty degrees east, fifty-five chains to an elm corner; thence, south, forty chains, on Brewer's line, to a stake corner; south, sixty-seven degrees west, twenty-nine chains, to a red oak; thence, north, twenty-seven degrees west, forty chains, to the beginning; and hath such forms and marks, both natural and artificial, as are fully represented in the plot annexed, containing two hundred and eighty-six acres: is claimed by Thomas Goodwin, legal representative of Daniel Kannada, in and by virtue of the third section of the said act, as a pre-emption, and is now exhibited to the Register of the Land Office established east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to a copy of the plot herewith filed.

THOMAS GOODWIN.

Legal representative of Daniel Kannada.

MARCH 26, 1804.

[Plot omitted.]

Chain carriers, Ambrose Miles and Hezekiah Carter.

Entered in record of claims, vol. 1, page 296, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

The claimant exhibited a deed from John Kannada, bearing date the 14th day of August, 1803, duly executed, conveying to Nathaniel Ross all the said Kannada's right, title, and claim to said tract of land, and the improvements thereon made. On the back of which deed is an assignment as follows, to wit:

MARCH 6, 1804.

I endorse all my right and title to Thomas Goodwin, of the within mentioned, as witness my hand and seal.

NATHANIEL ROSS.

Test, STEPHEN CLAY.

Benjamin Baldwin was presented as a witness, and, being duly sworn and interrogated by the Board, he deposed that he had no interest in this case; that Daniel Kannada purchased the improvements upon the land in question, about the last of December, 1802, or beginning of January, 1803; and was in possession on the 3d of March, 1803; and raised a crop of about one hundred bushels of corn the following season, by the cultivation of a tenant, having about twelve acres under improvement; that there was no dwelling house upon the land, it being low land and generally subject to inundation every year. That Daniel Kannada was more than twenty-one years of age on the 3d of March, 1803.

William Gilliam, surveyor, was presented as a witness, and, being duly sworn, deposed, that he made the survey in question, and believed it to be correct; and that it included the cultivated field of the claimant; that he, Gilliam, knew of no interfering lines or claims.

The Board ordered that the case be postponed for consideration.

JOHN BAKER's case, commenced in page 703.

Thomas Malone, surveyor, was presented as a witness, and being duly sworn, deposed, that he made the survey and plot of the land in question, and believed it to be correct; and that it included part of the improvements of the claimant; that his dwelling house and other improvements were on adjoining land, claimed by him under another warrant; that the southwestwardly side of this tract interfered with the donation claim of John McGrew, Sen.; that it also interfered with the claims of Peter Malone, Julian de Castro, James Griffin, William Coleman, Doctor Chastang, and Edward Lloyd Wailes.

The Board ordered that the case be postponed for consideration.

JOHN BAKER's case, commenced in page 704.

Thomas Malone, surveyor, was produced as a witness, and, being duly sworn, deposed, that he made the plot of the land in question, and believed it to be correct; and that it included the dwelling house, and part of the improvements of the claimant; that, on the east side, it interfered with the claim of John McGrew, senior, but in what manner he could not say.

The Board ordered that the case be postponed for consideration.

JAMES MORGAN, representative of John Burney; case commenced in page 647.

Thomas Malone, surveyor, was presented as a witness, and, being duly sworn, deposed, that he made the survey and plot of the land in question, and believed it to be correct, and that it included the dwelling house and improvements of the claimant; that this was principally included in the donation claim of John McGrew, junior, representative of Alexander McGrew, on the northeast side, which was distinguished by a dotted line on the plot; that there might be a strip of something more than two hundred yards wide, which was not included.

The Board ordered that the case be postponed for consideration.

RANSOM HARWELL's case, commenced in page 705.

Thomas Malone, surveyor, was presented as a witness, and, being duly sworn, deposed, that he made the survey and plot of the land in question, and believed it to be correct, and that it included the dwelling house and improvements of the claimant; and that he believed that this survey was wholly included in the survey and claim of Elisha Simmons.

The Board ordered that the case be postponed for consideration.

WILLIAM ROGERS's case, commenced in page 650.

Thomas Malone, surveyor, was produced as a witness, and, being duly sworn, deposed, that he made the survey and plot of the land in question, and believed it to be correct, and that it included the dwelling house and improvements of the claimant; that, from the best of his information and belief, there was no interference with this claim.

The Board ordered that the case be postponed for consideration.

JAMES CALLIER, representative of Bryant and Snelgrove; case commenced in page 651.

Thomas Malone, surveyor, was produced as a witness, and, being duly sworn, deposed, that he made the survey and plot of the land in question, and believed it to be correct, and that it included the dwelling house and improvements made by Henry Snelgrove; that the claim in the name of the heirs of James McGrew, under a Spanish warrant, intersects a small corner of this on the northeast; that the claim of Constant McGrew, for a donation, comprehends the whole front of this survey, and extends back within nineteen chains of the rear.

The Board ordered that the case be postponed for consideration.

RICHARD LEE, representative of Jordan Morgan; case commenced in page 656.

George Dickey, John Callier, and William Vardeman, were presented as witnesses, and, being duly sworn and interrogated by the Board, they deposed, that they had no interest in this case. And the said Dickey testified, that he came to this country from South Carolina in the year 1799, and one of the first houses which he went to was Jordan Morgan's on the land in question; that it appeared to have been erected in the winter preceding; that he had, at the same time, a smith's shop erected, and the tools of his trade, and but small cultivation; that, some time after, Morgan went out of possession, and William Vardeman came in; that, at a subsequent period, Vardeman went out, and the place was afterwards improved by the tenants of Esquire Lee, the present claimant, and had been so continued to that time.

Question by the claimant. When you came to the house of Jordan Morgan, as you have mentioned, was he not married to Mr. Wheat's daughter, and had a child?

Answer. He was married, and had a child at that time.

The said Callier deposed, that he sold William Vardeman's claim to the land in question to Richard Lee, and paid to him, Vardeman, the consideration money, which he received, and confirmed his, Callier's, bargain and sale to Lee; that he, Callier, had always understood, and did believe, that Lee entered into the peaceable and quiet possession of said land, in virtue of said sale, and continued quietly to possess the same without opposition, until lately, as he understood, some person or persons had set up claim or claims to all or a part of said land.

The said Vardeman deposed, that, in May, 1799, he purchased and settled upon the land in question, and continued thereon until some time in the latter part of that year, or beginning of the year 1800, when he removed therefrom, and rented another place; that, some time afterwards, Colonel Callier, in his, Vardeman's, behalf, and for his account, sold his right or claim to the improvements and land to Richard Lee; which bargain and sale he, Vardeman, confirmed; that neither Jordan Morgan, nor any other person, set up claim to said land at that time, that he knew of, nor had they since, until very lately; that Jordan Morgan inhabited on said land at the time that he, Vardeman, purchased his claim and improvements.

The Board ordered that the case be postponed for consideration.

WILLIAM WILLIAMS's case, commenced in page 715.

Thomas Malone, surveyor, was presented as a witness, and, being duly sworn, deposed, that he made the survey and plot of the land in question, and believed it to be correct; that it included the dwelling house and improvements

of the claimant; that, from his knowledge of the natural marks referred to in the survey of Edward Young for a donation, and from an inspection of his plot returned to the Board, the whole of this claim was included within that survey.

The Board ordered that the case be postponed for consideration.

PETER MALONE, representative of John Woods; case commenced in page 701.

Thomas Malone, surveyor, was produced as a witness, and, being duly sworn, deposed, that he made the survey and plot of the land in question, and believed it to be correct; that it included the dwelling house and improvements of the claimant.

George Harris and Siddle Harris were produced as witnesses, and, being duly sworn and interrogated by the Board, they deposed, that they had no interest in this case; that they knew that Peter Malone inhabited and cultivated on the land in question, before and since the 3d day of March, 1803, and that they believed that he actually did inhabit thereon on the said 3d day of March; and that Peter Malone was at that time the head of a family.

The Board ordered that the case be postponed for consideration.

MICAJAH WALL's case, commenced in page 656.

Thomas Malone, surveyor, was presented as a witness, and, being duly sworn, deposed, that he made the survey and plot of the land in question, and believed it to be correct; that it included the dwelling house and improvements of the claimant; that this survey was wholly included in the claim of John McGrew, junior, as the representative of Alexander McGrew, and that he knew of no other interference.

The Board ordered that the case be postponed for consideration.

MATTHEW SHAW's case, commenced in page 651.

Thomas Malone, surveyor, was presented as a witness, and, being duly sworn, deposed, that he made the survey and plot of the land in question, and believed it to be correct; that it included the dwelling house and improvements of the claimant; and that he knew of no interference.

The Board ordered that the case be postponed for consideration.

WILLIAM COLEMAN, representative of Simon Favre; case commenced in page 718.

Thomas Malone, surveyor, was presented as a witness, and, being duly sworn, deposed, that he made the survey and plot of the land in question; and believed it to be correct; that it included the improvements of the claimant, but not his dwelling house, which was several miles off from the land claimed; that this survey included the whole of Peter Malone's claim; that the east side of this comprehends the greater part of the claim of Edward Lloyd Wailes, and that John Baker's one thousand six hundred acres' survey runs from south to north diagonally across this, and included a great part of it; that the claim of Julian de Castro for a donation interfered nearly in the same manner as did said Wailes's claim.

Augustin Rochon was presented as a witness, and, being duly sworn, deposed, that Simon Favre was an interpreter of the Choctaw language for the Spanish garrison at Fort Confederation, on the Tombigbee river, until that garrison was evacuated by the Spanish troops in the year 1796 or 1797; that said Favre was then attached to the garrison of Fort St. Stephen's, on the same river, as an interpreter, and continued in this service at said post until it was evacuated by the Spanish troops; that he then removed to New Orleans, and there acted as interpreter for the Spanish Government, in which service and capacity he still continued.

The Board ordered that the case be postponed for consideration.

ANN LAWRENCE's case, commenced in page 721.

Thomas Malone, surveyor, was presented as a witness, and, being duly sworn, deposed, that he made the survey and plot of the land in question, and believed it to be correct; that it included the dwelling house and improvements of the claimant; that this claim embraced almost the whole of the claim of Noah Kenner Hutson, except a little on the river at the northeast corner; that the south corner interfered with the claim of James Callier, under Anthony Hoggatt, and knew of no other interference.

The Board ordered that the case be postponed for consideration.

JAMES CALLIER, representative of Anthony Hoggatt; case commenced in page 674.

Thomas Malone, surveyor, was presented as a witness, and, being duly sworn, deposed, that he carried the compass part of the way in making a survey of the land in question, and that Mr. Bilbo carried the compass the remaining part; and that, from his own minutes, and those of Mr. Bilbo, he made this plot, and believed it to be correct; that it included the dwelling and improvements of the claimant; that, from the best of his knowledge and information, the claim of William Vardeman, under a British grant to John Lott, covered the whole width of this claim on the front, but how far back he was not able to say.

The Board ordered that the case be postponed for consideration.

GEORGE BREWER, Junior's case, commenced in page 726.

Thomas Malone, surveyor, was produced as a witness, and, being duly sworn, deposed, that he made the survey and plot of the land in question, and believed it to be correct; that it included the dwelling house and improvements of the claimant; that the claim of Young Gains, under a Spanish warrant, included more than half the front of this, and running diagonally, intersected the west line of this survey, about half way back from the river, so that it embraced the northwest corner; that he had understood that a British grant, in the name of Abrahams, interfered with some part of this, but in what manner he did not know.

The Board ordered that the case be postponed for consideration.

BENJAMIN KING's case, No. 183 on the docket of the Board, and No. 194 on the books of the Register.

Claim—Of three hundred and fifty acres, by virtue of a deed of conveyance from William Jackson to Israel Foalsome, pre-supposing a British grant to said Jackson, under the first section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the words and figures following, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting claims to lands south of the Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situated on the waters of the Tombigbee, in the county of Washington, beginning at Stewart's old line; south, twenty-five degrees west, one hundred and ten chains, to a red oak corner; thence, south, sixty-five degrees east, thirty-one chains sixty links, to a stake; thence, north, twenty-five degrees east, one hundred and fifteen chains fifty links, to the river; and thence, with the river, to the beginning; containing three hundred and fifty acres: is claimed by Benjamin King, legal representative of Israel Foalsome, and now exhibited to the Register of the Land Office to be established east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to a copy of the plot herewith filed.

BENJAMIN KING,
Representative of Israel Foalsome.

[Plot omitted.]

Surveyed 24th February, 1804. Chain carriers, Peter Nelms and Benjamin King.

Entered in record of claims, vol. 2, page 15, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, *Register*.

The claimant produced deeds of lease and release from William Jackson, bearing date the 3d and 4th days of March, 1780, duly executed, conveying to Israel Foalsome all the said Jackson's right, title, and interest in or to said tract of land.

The Board ordered that the case be postponed for consideration.

JOHN DENLEY's case, No. 184 on the docket of the Board, and No. 143 on the books of the Register.

Claim.—A right of pre-emption of six hundred and forty acres, under the third section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the following words and figures, viz:

To the Commissioners appointed for adjusting claims and rights of land south of the Tennessee, and east of Pearl river.

Please to take notice, that the above survey is claimed by John Denley, as a pre-emption, lying and situated about two miles below the Sunflower, beginning on a red elm on the west side of Tombigbee, running west, until hindered by water; thence, returning to the beginning; thence, meandering the river down, until it intersects with George Dickey; thence, west, till hindered by water; claiming by the said pre-emption six hundred and forty acres, binding on the south by George Dickey, and on all other sides by vacant land or undefined claims.

JOHN DENLEY.

MARCH 28, 1804.

[Plot omitted.]

Surveyed 23d March, 1804, by Robert Ligon. Chain carriers, Hiram Mounger and James Donley.

Entered in record of claims, vol. 1, page 470, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, *Register*.

George Dickey was presented as a witness, and, being duly sworn and interrogated by the Board, deposed, that he had no interest in this claim; that the present claimant began to work on said land in the year 1801; that, in the year 1803, he raised a crop of about five acres of corn and pumpkins on it; that he was, on the 3d of March, 1803, twenty-one years of age; but being an unmarried man, lived in the family with his father, and had no dwelling house or other houses on said land.—Vide surveyor's testimony, in page 737.

The Board ordered that the case be postponed for consideration.

NATHANIEL ROSS's case, No. 185 on the docket of the Board, and No. 89 on the books of the Register.

Claim.—A right of pre-emption of one hundred and sixty-four acres and thirty-six poles, as representative of Henry Slaughter, under the third section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the following words and figures, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting claims to land south of the Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situated on the waters of Bassett's creek, in the county of Washington, beginning at a red oak on Isaac Ryan's line; running thence, north, twenty degrees east, fifteen chains, to a water oak; thence, north, sixty-five degrees east, thirty-three chains, to a gum; thence, north, thirty degrees west, thirty-five chains, to a red oak; thence, south, fifty-two degrees west, thirty-five chains, to a red oak; thence, south, sixteen degrees west, thirty chains, to a red oak sapling; thence, south, sixty-three degrees east, twenty-one chains fifty links, to the beginning; and hath such forms and marks, both natural and artificial, as are fully represented in the plot annexed, containing one hundred and sixty-four acres and thirty-six poles; is claimed by Nathaniel Ross, representative of Henry Slaughter, in and by virtue of the said act, as a pre-emption, and is now exhibited to the Register of the Land Office established east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to a copy of the plot herewith filed.

BENJAMIN BALDWIN, for

NATHANIEL ROSS.

[Plot omitted.]

Chain carriers, Benjamin Harrison and Hezekiah Carter.

Entered in record of claims, vol. 1, page 258, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, *Register*.

The above named chain carriers were sworn before William H. Hargrave, Esq. Justice of the Peace.

Benjamin Baldwin was presented as a witness, and, being duly sworn and interrogated by the Board, deposed, that he had no interest in this claim; that Daniel Kannada purchased the improvements on said land, together with the improvement in the swamp, now claimed by Thomas Goodwin of Henry Slaughter; and he understood that Daniel Kannada sold the whole to his brother, John Kannada, who sold the same to Nathaniel Ross; that said Ross sold the swamp part to Thomas Goodwin, as he, witness, had heard, and retained the upland, which is now in question; that on this part there was a cabin, but there was no cultivation in the year 1803, nor was it inhabited by any body on the 3d of March in that year, nor until the close of the year; Thomas Goodwin resided there a short time; that Nathaniel Ross, Daniel Kannada, and John Kannada, were each of them twenty-one years of age on the 3d of March, 1803.

William Gilliam, surveyor, was presented as a witness, and, being duly sworn, deposed, that he made the survey and plot of the land in question, and believed it to be correct; that it included the dwelling house and improvements of the claimant; that he had not heard of any interfering lines or claims.

The Board ordered that the case be postponed for consideration.

Adjourned until Tuesday, the 1st of May next.

TUESDAY, May 1, 1804.

The Board met according to adjournment. Present: Ephraim Kirby, Robert C. Nicholas.

Adjourned until Wednesday, the 2d instant.

WEDNESDAY, May 2, 1804.

The Board met according to adjournment. Present: Ephraim Kirby, Robert C. Nicholas.

WILLIAM H. HARGRAVE's case, commenced in page 727.

William Gilliam, surveyor was produced as a witness, and, being duly sworn, deposed, that he made the survey and plot in question, and believed it to be correct; that it included a small improvement of the claimant; that he knew of no interfering lines or claims.

The Board ordered that the case be postponed for consideration.

THOMAS SULLIVAN's case, commenced in page 723.

William Gilliam, surveyor, was presented as a witness, and, being duly sworn, deposed, that he made the plot of the land in question, from a survey which he had previously made, and believed it to be correct; that it included the dwelling house and improvements of the claimant; that he knew of no interfering lines.

The Board ordered that the case be postponed for consideration.

WILLIAM GILLIAM, representative of John Clark; case commenced in page 399.

William Gilliam, surveyor, was presented as a witness, and, being duly sworn, deposed, that he made the survey and plot of the land in question, and believed it to be correct; that it contained the dwelling house and improvements of the claimant; that he knew of no interfering claim.

The Board ordered that the case be postponed for consideration.

Adjourned until Thursday, the 3d instant.

THURSDAY, May 3, 1804.

The Board met according to adjournment. Present: Ephraim Kirby, Robert C. Nicholas, Joseph Chambers. Adjourned until Friday, the 4th instant.

FRIDAY, May 4, 1804.

The Board met according to adjournment. Present: Ephraim Kirby, Robert C. Nicholas, Joseph Chambers. Adjourned until Saturday, the 5th instant.

SATURDAY, May 5, 1801.

The Board met according to adjournment. Present: Ephraim Kirby, Robert C. Nicholas, Joseph Chambers.

SETH DEAN, representative of Charles Walker; case commenced in page 755.

Thomas Bassett was presented as a witness, and, being duly sworn, deposed, that more than twenty years ago, he saw negroes belonging to Charles Walker clearing ground on the west side of Tombigbee river, opposite the cut-off, just below the mouth of the creek, as well as he recollected; that he believed that neither Charles Walker nor his legal representative or representatives, resided within the Mississippi territory on the 27th day of October, 1795; that he had understood that Joel Walker, nephew to Charles Walker, inherited the whole of the estate of his uncle, Charles Walker, deceased.

William Coleman was presented as a witness, and, being duly sworn and interrogated by the Board, deposed, that he had no interest in this claim.

Question. Do you know the widow of Joel Walker, nephew of Charles Walker?

Answer. I did know her, and her name was Mary, to the best of my recollection; she had a child, and I have heard that it was dead. I have heard from the brothers of Joel Walker, William and David Walker, that this child was dead; and I believe that this child died between the years 1798 and 1801.

The Board ordered that the case be postponed for consideration.

FRANCIS COLEMAN, representative of Charles Walker; case commenced in page 751.

John McGrew, Sen., was presented as a witness, and, being duly sworn and interrogated by the Board, deposed, that he had no interest in this case; that he knew that Charles Walker settled upon the land in question in or about the year 1778, built a house, and made two or three crops on said land; that he believed that Walker died in the year 1780; that neither Charles Walker, nor his representative or representatives, resided within the Mississippi territory on the 27th day of October, 1795; that he thought Walker had cleared, and under cultivation, within the limits of said land, about forty acres.

The Board ordered that the case be postponed for consideration.

Adjourned until Monday, the 7th instant.

MONDAY, May 7, 1804.

The Board met according to adjournment. Present: Ephraim Kirby, Robert C. Nicholas, Joseph Chambers.

JAMES CALLIER and JOSEPH CAMPBELL, executors of Maria Josephia Narbone, deceased; case commenced in page 697.

The following deposition, taken pursuant to an order of the Board, recorded in page 699, was exhibited, to wit: Question. Have you any interest, direct or indirect, in the establishment of this claim?

Answer. I have no interest, direct or indirect.

Question. How long have the lands now claimed been in the occupancy and possession of the present claimants, and those under whom they hold?

Answer. About forty-five years.

Question. Have these persons held an uninterrupted possession, holding out all others therefrom, and no other person claiming any right thereto?

Answer. They have held an uninterrupted possession of the lands now claimed, holding out all others therefrom, and no person or persons have made any claim thereto.

Question. When did Anthony Narbone, the husband of Maria Josephia Narbone, die?

Answer. About ten years since.

Question. Did he die in possession of the premises?

Answer. He died in possession of the premises, and on the lands now claimed.

Question. Did Maria Josephia Narbone, his widow, continue to inhabit and possess the same until her death, and at what time did she die?

Answer. Maria Josephia Narbone, the widow of Anthony Narbone, deceased, did continue to inhabit and possess the said land until her death; and that she died about eighteen months ago, on the said premises.

Question. Have the premises been inhabited and cultivated by the heirs of Maria Josephia Narbone since her death, and, if so, by which of them?

Answer. The premises have been inhabited and cultivated by one of the heirs of said deceased, viz: Isabella Campbell.

Question. What kind of cultivation has been made on the land in question, from your first knowledge of the place, until the present time?

Answer. Corn, pease, potatoes, rice, and sometimes tar.

SIMON ANDRY.

Personally appeared before me, James Farr, Esquire, one of the Justices of the Peace for the county of Washington, in the Mississippi territory, Simon Andry, and, being duly sworn to make true and correct answers to such questions as should be proposed to him, did, on oath, make the answers to the above mentioned questions, as above stated.

Sworn before me, this 27th day of April, 1804.

JAMES FARR, J. P.

John Chastang and Augustin Rochon were presented as witnesses, and, being duly sworn and interrogated by the Board, they deposed, that they had no interest in this case.

The said Chastang further deposed, that, when he first came into this country, which was in the year 1765, Mr. Anthony Narbone, now deceased, was settled upon the land in question, and, from appearance, and as he then understood, had been settled there many years before; that he continued to live there until the time of his death, which happened about the year 1794; and that Maria Josephia Narbone, his widow, lived there until she died, about eighteen months since; and that one of her heirs, to wit, Isabella Campbell, had resided there ever since.

The said Rochon also deposed, that, as long ago as he could remember, to wit, about the year 1781, Anthony Narbone lived on the land in question; that, for a time, the Indians became so troublesome, that Mr. Narbone was compelled to quit his plantation, and remove into Mobile; but, as soon as the danger was over, [he returned to it,] and lived there until he died; that his widow lived there until she died, and, since her death, her daughter Isabella, the present wife of Joseph Campbell, had resided at the same place.

The Board ordered that the case be postponed for consideration.

JOHN CHASTANG'S case, commenced in page 672.

The following notice, plot, and testimony, were produced by the claimant, as a part of said case, to wit:

To the Commissioners appointed in pursuance of an act of Congress passed the 3d day of March, 1803, for receiving and adjusting claims to land south of the Tennessee river, and east of Pearl river.

Please to take notice, that the following tract of land, lying east of Mobile river, butting and bounding on the north by lands claimed by Peter Juzant, on the south by lands claimed by Baptist Trennier, on the west by said river, and on the other side by vacant land: is claimed by John Chastang, under and by virtue of a Spanish grant or order of survey, granted to the said John Chastang, as may appear by the original grant now delivered to the Register of the Land Office to be established east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to the copy of the plot herewith filed.

CHASTANG, JEUNE.

[Plot omitted.]

FORT STODDERT.

Surveyed 29th February, 1804, by James Gordon. Chain bearers, Joseph Campbell and Gabriel Tissrah.

The deposition of Simon Andry, taken pursuant to an order of the Board, was exhibited, as follows, to wit:

Question. Are you, directly or indirectly, interested in the establishment of the claim in question?

Answer. I am not interested, directly or indirectly, in the claim.

Question. Did Doctor John Chastang, the present claimant, inhabit and cultivate the land now by him claimed on the 22d of October, in the year 1795, and, if so, what kind of cultivation?

Answer. Doctor John Chastang did inhabit and cultivate the land in question on the 22d of October, 1795, on both sides of the river, and that he has so continued to inhabit and cultivate the said lands to the present time; and that he made corn, pease, rice, and potatoes thereon.

Question. Was Doctor Chastang the head of a family, or twenty-one years of age, on the 18th of January, 1785?

Answer. He was the head of a family, and twenty-one years of age, at that time.

SIMON ANDRY.

Personally appeared before me, James Callier, Esquire, one of the Justices of the Peace for the county of Washington, in the Mississippi territory, Simon Andry, and, being duly sworn to make true and correct answers to such questions as should be proposed to him, did, on oath, make the answers to the above mentioned questions, as above stated. Sworn before me, the 27th day of April, 1804.

JAMES CALLIER, J. P.

Augustin Rochon was presented as a witness, and, being duly sworn, deposed, that Doctor Chastang established himself on the land in question in the year 1795, by building upon the same, and putting a number of his negroes there; that, some time after, probably in the year following, he removed from his upper plantations, near Fort St. Stephens, to this place, where he had resided ever since.

Simon Andry was presented as a witness, and, being duly sworn, deposed, that, at the time Doctor Chastang petitioned for the land whereon he now lives, the old fields on the opposite side of the river extended the whole length of his concession on the west side, commencing on the east, or opposite side of that channel of the river from that whereon said Chastang resides, and running up the bank of the said channel of the river, until nearly opposite the mouth of Cedar or Cambey creek, and, in extent from the river, in and about three acres.

The Board ordered that the case be postponed for consideration.

HEIRS OF AUGUSTIN ROCHON, deceased, two cases; one commenced in page 749, and the other in page 750.

The deposition of Simon Andry, taken pursuant to an order of the Board, was exhibited, as follows, to wit:

Question. Are you, directly or indirectly, interested in the claim in question.

Answer. I am not interested directly or indirectly.

Question. Did you know Augustin Rochon, deceased, and at what time did he die?

Answer. I did know Augustin Rochon, deceased, before his death, and he died about the year 1780.

Question. Did he, at any time before his death, reside within this territory, and cultivate any of the lands which are now claimed by his heirs or executors?

Answer. Augustin Rochon, deceased, did reside in this territory before his death, and cultivate the lands now claimed by his executors or heirs.

Question. Do you know whether his widow or either of his heirs resided within the Mississippi territory throughout the year 1795, and whether either of them cultivated any of the lands of said deceased within said territory?

Answer. The son of Augustin Rochon, deceased, did live on and cultivate the lands of the said deceased throughout the year 1795.

Question. What kind of cultivation did he make?

Answer. Corn, pease, potatoes, and rice in the summer; in the winter he made tar.

SIMON ANDRY.

Personally appeared before me, James Callier, Esquire, one of the Justices of the Peace for the county of Washington, in the Mississippi territory, Simon Andry, and, being duly sworn to make true and correct answers to such questions as should be proposed to him, did, on oath, make the answers to the above mentioned questions, as above stated. Sworn before me, this 27th day of April, 1804.

JAMES CALLIER, J. P.

Doctor John Chastang was presented as a witness, and, being duly sworn, deposed, that, before the death of Augustin Rochon, deceased, he saw his laboring people working upon and cultivating the lands now claimed by his heirs; that he could not say from positive knowledge that Augustin, the son of the deceased, continued to do the same after the death of his father, but that he knew that his people were here in the year 1795; and believed that he resided here also during a part of said year.

The Board ordered that the case be postponed for consideration.

Adjourned until Thursday, the 10th instant.

THURSDAY, May 10, 1804.

The Board met according to adjournment. Present: Ephraim Kirby, Robert C. Nicholas.

Adjourned until Saturday, the 12th instant.

SATURDAY, May 12, 1804.

The Board met according to adjournment. Present: Ephraim Kirby, Robert C. Nicholas, Joseph Chambers.

Adjourned until Monday, the 14th instant.

MONDAY, May 14, 1804.

The Board met according to adjournment. Present: Ephraim Kirby, Robert C. Nicholas, Joseph Chambers.

ROBERT SORREL, Senior's, case, commenced in page 706.

Thomas Bassett was presented as a witness, and, being duly sworn and interrogated by the Board, deposed, that he had no interest in this claim; that Robert Sorrel, Sen., was living on the land in question, had land cleared and corn growing last spring was a year since; and, from the quantity of labor that appeared to have been done, he must have lived there previous to the 31 day of March, 1803; and was, at that time, more than forty years of age.

The Board ordered that the case be postponed for consideration.

JAMES FRAZIER's case, commenced in page 681.

John McGrew was produced as a witness, and, being duly sworn, deposed, that James Frazier settled and commenced to improve upon the land in question, in the fall of the year 1788 or 1789, and made four or five crops thereon, and then removed to Natchez, and from thence to Chickasaw nation, where he had resided ever since; that when Frazier quitted said land he told him to take care of the same for him; that he, McGrew, put on a man by the name of Stilly, who made a crop thereon in the year 1795; and that James Frazier was, on the 31st of July, 1787, more than twenty-one years of age.

The Board ordered that the case be postponed for consideration.

JAMES FARR's case, commenced in page 757.

Daniel Johnson was presented as a witness, and, being duly sworn and interrogated by the Board, deposed, that he was not interested in this claim; that, in the year 1795, the land in question was settled upon and cultivated by Cornelius Rain, as well as he, Johnson, recollected; that he had understood that James Farr cultivated and inhabited said land, in the year 1797, in the employment of Cornelius Rain.

The Board ordered that the case be postponed for consideration.

EDWIN LEWIS's case, as representative of William Green, commenced in page 711.

John McGrew, Esquire, was presented as a witness, and, being duly sworn and interrogated by the Board, deposed, that he had no interest in this case; that William Green settled, built houses, and improved upon the land in question, about two years last past, and continued thereon until last fall; and was, on the 3d of March, 1803, more than twenty-one years of age.

The Board ordered that the case be postponed for consideration.

EDWIN LEWIS's case, commenced in page 711.

John McGrew, Esquire, was presented as a witness, and, being duly sworn, deposed, that Edwin Lewis settled upon the land in question before the 3d of March, 1803, built houses, and cultivated last summer one or two acres of land; that he had resided thereon before and ever since the 3d of March last; and was, he, McGrew, thought, more than twenty-one years of age.

The Board ordered that the case be postponed for consideration.

HEIRS OF JOHN MCINTOSH; case commenced in page 744.

John McGrew, Esquire, and Thomas Bassett were presented as witnesses, and, being duly sworn and interrogated by the Board, they deposed, that they had no interest in this claim. And the said McGrew deposed, that John McIntosh had land cleared, and negroes working on said land, in the year 1780 or 1781; and that it was said that the land was cultivated, at that time, for the account of John McIntosh.

The said Bassett deposed, that he knew that said land was inhabited and cultivated, at the time that the British held this country, by his, McIntosh's, negroes and overseer.

The Board ordered that the case be postponed for consideration.

JOSHUA HOWARD, representative of Arthur Moore and wife; case commenced in page 729.

John McGrew, Esquire, and Thomas Bassett were presented as witnesses, and, being duly sworn, deposed, that they knew that Arthur Moore inhabited and cultivated on the land in question, when the British held possession of this country. And the said McGrew also deposed, that said Moore conveyed said land to Joshua Howard; that he had understood, and did believe, that said Howard did reside within the Mississippi territory on the 27th day October, 1795.

The Board ordered that the case be postponed for consideration.

JAMES HOGGATT's case, as representative of William Wall and wife, commenced in page 753.

John McGrew, Esquire, and Thomas Bassett were presented as witnesses, and, being duly sworn, the said McGrew deposed, that James Hoggatt lived at or near the land, near to where Colonel Callier now lives, in the year 1780; that Hoggatt had a plantation and barn on the said place; that he, McGrew, understood from William Wall and James Hoggatt, that the land thus inhabited and cultivated by James Hoggatt, in the year 1780, was the same which Hoggatt purchased from said Wall; that he did not know whether or not James Hoggatt, or his legal representative, resided within the Mississippi territory on the 27th day of October, 1795; that he knew that Wilford Hoggatt resided one year at or near the same place, in the low grounds where James Hoggatt lived, and afterwards removed from the low grounds, or swamp, to the pure lands, some distance from the river; that Marbury entered upon this land after Wilford Hoggatt quitted it; that, after Marbury quitted the possession, Adam Hollinger entered thereon; that Wilford Hoggatt first came to this country after the conquest of it by the Spaniards, which was before the year 1795, at which time, he said he had come to get his and his brother's land; that Wilford Hoggatt removed from this country to the Mississippi river, near to the town of Natchez, where he had resided ever since, as the witness believed.

The said Bassett deposed, that he knew that James Hoggatt lived, in the year 1789, or before that time, in or about the same place, on the river Tombigbee, where Colonel Callier now lives; that he asked Wilford Hoggatt, as well as he, Bassett, recollected, some time in the year 1791, why he settled upon the land claimed by his brother, James Hoggatt, and whereon he had formerly lived; he said that his own place, or land, was entirely wood land, and as the place of his brother had considerable quantity of land that had been formerly cleared, it was much easier to clear up again; and that when his brother James Hoggatt came to this country, if he came at all, he might clear him, Wilford Hoggatt, as much land, and he would give him up his land again; that he, Bassett, believed that Wilford Hoggatt resided within the Mississippi territory on the 27th of October, 1795.

The Board ordered that the case be postponed for consideration.

HEIRS OF ROBERT FARMER, deceased; two cases, commenced in pages 741 and 742.

John McGrew, Esq. was presented as a witness, and, being duly sworn, deposed, that, soon after the Americans took possession of this country, Colonel John McKee came to his house, and requested him to get some persons to settle upon Major Robert Farmer's land, and said that he would pay for whatever labor they might do; that he, McGrew, accordingly agreed with Elijah Simmons and William Rogers to settle upon the lower tract, for account of the representatives of Farmer; that he had since understood that their settlements were made without the limits of Farmer's claim, which happened from his, McGrew's, not being well acquainted with the lines of Farmer's land; that McKee gave him, McGrew, the plot of the said lower tract only.

The Board ordered that the case be postponed for consideration.

Adjourned until Thursday, the 17th instant.

THURSDAY, May 17, 1804.

The Board met according to adjournment. Present: Ephraim Kirby, Robert C. Nicholas, Joseph Chambers.

JAMES SCOTT's case, representative of Gabriel Burrows, commenced in page 663.

John Smith was presented as a witness, and, being duly sworn and interrogated by the Board, deposed, that he had no interest in this claim; that Gabriel Burrows moved, built, and cleared ground, on the place in question, in the year 1797, and in that year cultivated about one acre in corn, and planted peach trees; that Burrows resided and cultivated on said land; one or two years after that, sold it to James Scott, the present claimant, who had resided on the same ever since Burrows quitted it; and that he, Smith, always understood that Burrows had sold his claim to Scott; that, in the year 1797, Gabriel Burrows had a wife and family of three children.

The Board ordered that the case be postponed for consideration.

Adjourned until Friday, the 18th instant.

FRIDAY, May 18, 1804.

The Board met according to adjournment. Present: Ephraim Kirby, Robert C. Nicholas, Joseph Chambers. Adjourned until Monday, the 21st instant.

MONDAY, May 21, 1804.

The Board met according to adjournment. Present: Ephraim Kirby, Robert C. Nicholas, Joseph Chambers. Adjourned until Wednesday, the 23d instant.

WEDNESDAY, May 23, 1804.

The Board met according to adjournment. Present: Ephraim Kirby, Robert C. Nicholas, Joseph Chambers.

ELIHU HALL BAY's three cases, in two of which he claims, as representative of William Fradgley, the other, as representative of John Sutherland, the two first cases commenced in pages 745 and 746, the other case in page 747; in each of these cases the Board adjudged as follows, to wit:

On due consideration, the Board is of opinion that this claim is not supported agreeably to the articles of agreement and cession between the United States and the State of Georgia, and the said claimant is not confirmed in his title to said land.

HEIRS OF JOHN MCINTOSH, deceased; case commenced in page 744.

On due consideration, the Board is of opinion that this claim is not supported agreeably to the articles of agreement and cession between the United States and the State of Georgia, and the said claimants are not confirmed in their title to said land.

JAMES HOGGATT, representative of William Wall and wife; case commenced in page 753.

On due consideration, the Board is of opinion that this claim is not supported agreeably to the articles of agreement and cession between the United States and the State of Georgia, and the said claimant is not confirmed in his title to said land.

HEIRS OF ROBERT FARMER, deceased; two cases, commenced, one in page 741, the other in page 742; in each of which cases the Board adjudged as follows, to wit:

On due consideration, the Board is of opinion that this claim is not supported agreeably to the articles of agreement and cession between the United States and the State of Georgia, and the said claimants are not confirmed in their title to said land.

BENJAMIN KING, representative of Israel Foalsome; case commenced in page 777.

Claim.—Three hundred and fifty acres, founded on a deed of conveyance from William Jackson to Israel Foalsome, presupposing a British grant to said Jackson; but no such grant being produced, or proved ever to have existed, the Board, on due consideration, is of opinion that this claim is not supported, and the claimant is not confirmed in his claim to said land.

HEIRS OF AUGUSTIN ROCHON, deceased; two cases, commenced, one in page 749, the other in page 750; in each of which cases the Board adjudged as follows, to wit:

On due consideration, the Board is of opinion that this claim is supported agreeably to the articles of agreement and cession between the United States and the State of Georgia, and the said claimants are confirmed in their title to said land.

SETH DEAN, representative of Francis Juzant, case commenced in page 756.

Claim.—One thousand acres, by virtue of a deed of conveyance from Francis Juzant, pretending to be the son and heir of Peter Juzant, deceased: this claim is founded on a supposed British grant to the said Peter Juzant; but no such grant being produced, nor any evidence that it ever existed, the Board, on due consideration, is of opinion that this claim is not supported, and the claimant is not confirmed in his claim to said land.

SETH DEAN, representative of John Dawson; case commenced in page 756.

On careful inspection of the paper produced, as the original patent or grant, in support of this claim, the same being mutilated, illegible, and altogether unintelligible; on due consideration, the Board is of opinion that the said paper, claimed to be the original patent, or grant, is destitute of the parts essential to its validity, and, therefore, the said claimant is not confirmed in his claim to said land.

SETH DEAN, representative of Charles Walker; case commenced in page 755.

On due consideration, and careful inspection of the original patent or grant produced in support of this claim, the Board is of opinion that the said patent or grant is not legally and fully executed, and, therefore, the said claimant is not confirmed in his title to said land.

FRANCIS COLEMAN's two cases, commenced, one in page 751, as representative of Charles Walker, the other case in page 752, as representative of Abraham Little; in each of which cases the Board adjudged as follows, to wit:

On due consideration, the Board is of opinion that this claim is not supported agreeably to the articles of agreement and cession between the United States and the State of Georgia, and the said claimant is not confirmed in his title to said land.

ALEXANDER McCULLAGH, representative of Alexander McCullagh, deceased; case commenced in page 739.

On due consideration, the Board is of opinion that this claim is not supported agreeably to the articles of agreement and cession between the United States and the State of Georgia, and the said claimant is not confirmed in his title to said land.

WILLIAM VARDEMAN, representative of John Lott, Jun.; case commenced in page 743.

On due consideration, the Board is of opinion that this claim is not supported agreeably to the articles of agreement and cession between the United States and the State of Georgia, and the said claimant is not confirmed in his title to said land.

ROBERT ABRAHAM's case, commenced in page 754.

On due consideration, the Board is of opinion that this claim is not supported agreeably to the requirements of law, and the said claimant is not confirmed in his claim to said land.

JOSHUA HOWARD, representative of Arthur Moore and wife; case commenced in page 729.

Claim.—Two hundred and fifty acres, founded on deeds of conveyance from Arthur Moore, and Mary Moore his wife, pre-supposing a British grant to said Arthur Moore, of the lands claimed; but no such grant being produced, nor any evidence that it ever existed, the Board, on due consideration, is of opinion that this claim is not supported, and the claimant is not confirmed in his title or claim to said land.

THOMAS BASSETT, son and heir of Thomas Bassett, deceased; case commenced in page 668.

On due consideration, the Board is of opinion that the existence and subsequent loss of the said grant from the British Government of West Florida to said Thomas Bassett, deceased, is proved, and that this claim is supported agreeably to the requirements of law; and the Board doth confirm to the lawful heirs of the said Thomas Bassett, deceased, their title to the said land, to be located, as follows, to wit:

Beginning on the west side of the Tombigbee river, on the margin thereof, at a cotton tree; thence, north, sixty-seven degrees west, with the line of the old British survey, seventy-nine chains fifty links; thence, south, twenty-three degrees west, eighty-three chains sixteen links; thence, south, sixty-seven degrees east, two hundred and twenty-three chains, to the margin of Tombigbee river; thence, up the same, with the meanders thereof, to the place of beginning.

THOMAS BASSETT, administrator of Nathaniel Bassett, deceased; case commenced in page 661.

On due consideration, the Board is of opinion that the existence and subsequent loss of the said grant from the British Government of West Florida to said Thomas Bassett, deceased, is proved, and that this claim is supported agreeably to the requirements of law; and the Board doth confirm to the lawful heirs of the said Thomas Bassett, deceased, their title to said land, to be located, as follows, viz:

Beginning on the west margin of the Tombigbee river, about three-quarters of a mile above McIntosh's bluff, at a sassafras, being the corner of the old British survey, and also the corner of lands granted by the British Government to Alexander McCullagh; thence, north, eighty-seven degrees west, one hundred and twenty-five chains seventy-five links, in the said old line; thence, south, three degrees west, fifty-nine chains twenty-eight links, in said old line; thence, south, eighty-seven degrees east, ninety-two chains, in said old line, to the river; and thence up the margin of the same to the place of beginning.

JAMES CALLIER and JOSEPH CAMPBELL, executors of Maria Josephia Narbone, deceased; case commenced in page 697.

On full investigation of the circumstances attending this case, and on due consideration thereof, the Board is of opinion that the long uninterrupted possession of such part of the lands now claimed as is hereafter described, under several successive Governments, affords as high evidence of a complete and perfect title as a grant from either of said Governments fully executed. Although this claim is not brought within the literal provisions of the act of Congress of the 3d of March, 1803, the Board is of opinion that it is well supported within the spirit and intent of said act; and doth, thereupon, confirm to the lawful heirs or legatees of the said Maria Josephia Narbone, deceased, title to the following tracts of land, to wit:

Beginning on the west margin of the west branch of the Tombigbee, or Mobile river, ten chains above the present dwelling house of Joseph Campbell; thence, down the margin of said river sixty-three chains twenty-five links; thence, due south, seven chains fifty links; thence, up the course of said river, sixty-three chains twenty-five links, keeping, in all places, seven chains and fifty links therefrom; thence, due north, to the place of beginning; also, beginning on the east side of the west channel of said river, opposite the place of beginning before mentioned; and thence, running from the east margin of said west channel due north, seven chains fifty links; thence, down the course of the said margin, sixty-three chains twenty-five links, keeping, in all places, seven chains fifty links therefrom; thence, due south, to the margin of said channel, and up the same to the place of beginning; containing forty acres of land on each side of said west channel of said river. And the Board doth order, that a certificate be granted to them accordingly.

Adjourned until Friday the 25th instant.

FRIDAY, May 25, 1804.

The Board met according to adjournment. Present: Ephraim Kirby, Robert C. Nicholas, Joseph Chambers.

JAMES CALLIER, representative of Anthony Hoggatt; case commenced in page 674.

On due consideration, the Board is of opinion that this claim is supported agreeably to the requirements of law, and that the claimant is entitled to a patent for seven hundred and thirty-two acres of land, to be located as follows, to wit:

Beginning on the west margin of the Tombigbee river, at the upper corner of Anna Mounger's five hundred and four acre donation tract; thence, up the margin of said river, so far as to make sixty-three chains twenty-five links, in a straight line; thence, south, thirty-three degrees west, so far, that a due west line therefrom, to said Anna Mounger's northwest corner, and from thence, with her line north, fifty degrees east, to the place of beginning, shall include seven hundred and thirty-two acres: *Provided, nevertheless*, That the said claimant first obtain, before a court of competent jurisdiction, a judicial decision in his favor against the adverse claim, by virtue of a grant from the British Government of West Florida to John Lott, Jun., of three hundred acres, bearing date February 16, 1778. And the Board doth order that a certificate be issued to him accordingly.

LEMUEL HENRY, attorney for Antonio Espaho; case commenced in page 694.

On due consideration, the Board is of opinion that this claim is not supported agreeably to the requirements of law, and the claimant is not entitled to a patent for said land by him claimed in, manner and form aforesaid.

JOHN FLOOD MCGREW and CLARK MCGREW, representatives of Julian de Castro; case commenced in page 693.

On due consideration, the Board is of opinion that this claim is supported agreeably to the requirements of law, and that the claimants are entitled to a patent for three hundred and thirty-five acres of land, to be located as follows, to wit:

Beginning on the west margin of the Tombigbee river, at the upper corner of Thomas Malone's four hundred and eighty acre tract, in the right of John Arnot; thence, with the line of said tract, due south, one hundred and twenty-six chains forty-nine links, to his southwest corner; thence, due west, twenty-six chains fifty links; thence, due north, to the river; and down the margin of the same, to the place of beginning. And the Board doth order that a certificate be granted to them accordingly.

CORNELIUS RAIN'S case, commenced in page 692.

On due consideration, the Board is of opinion that this claim is supported agreeably to the requirements of law, and that the claimant is entitled to a patent for four hundred acres of land, to be located as follows, to wit:

Beginning on the west margin of the Tombigbee river, at the lower corner of Moses Moore's Spanish warrant, confirmed to Ann Lawrence, his legal representative; thence, down the margin of said river so far, as in a straight line, due east and west, shall make thirty-six chains and twenty links; thence, south, seventeen degrees east, so far, that a due west line therefrom shall strike the southeast corner of the lands confirmed to said Ann Lawrence upon the Spanish warrant of said Moses Moore; and thence with said Ann Lawrence's line north, seventeen degrees west, to the place of beginning: *Provided, nevertheless,* That the said claimant first obtain, before a court of competent jurisdiction, a judicial decision in his favor, against the adverse claim under a grant from the British Government of West Florida to William Fradgley, bearing date March 13th, 1776. And the Board doth order that a certificate be granted to him accordingly.

JAMES FRAZIER'S case, commenced in page 681.

On due consideration, the Board is of opinion that this claim is not supported agreeably to the requirements of law, and the claimant is not entitled to a patent for the land by him claimed, in manner and form aforesaid.

JAMES POWEL, executor of William Powel, deceased; case commenced in page 682.

On due consideration, the Board is of opinion that this claim is supported agreeably to the requirements of law, and that the lawful heirs of the said William Powel, deceased, are entitled to a patent for four hundred acres of land, to be located in the following manner, to wit:

Beginning on the west margin of the Tombigbee river, near the cotton gin of Major Hinson, being the lower corner of lands confirmed to the heirs of Thomas Bassett, deceased; thence, down the margin of said river to the upper corner of John Johnson's Spanish warrant; thence, with said Johnson's line, south, seventeen degrees east, forty-six chains; thence, west, so far, that a due north line therefrom to the line of said Bassett's land, and thence with said line to the place of beginning, shall include four hundred acres. And the Board doth order that a certificate be granted to them accordingly.

Adjourned until Saturday, the 26th instant.

SATURDAY, May 26th, 1804.

The Board met according to adjournment. Present: Ephraim Kirby, Robert C. Nicholas, Joseph Chambers.

NICHOLAS PERKINS, representative of Daniel Johnson; case commenced in page 691.

On due consideration, the Board is of opinion that this claim is supported agreeably to the requirements of law, and that the claimant is entitled to a patent for two hundred acres of land, to be located as follows, to wit:

Beginning on the margin of the Tombigbee river, at the lower corner of said Perkins's three hundred and six acre tract, claimed under Thomas Wheat's Spanish warrant; thence, with the line of said tract to the southeast corner thereof; thence, south, seventy degrees east so far, that a line therefrom, north, twenty degrees east, to the margin of said river, and thence, up the same to the place of beginning, shall include two hundred acres.

NICHOLAS PERKINS, representative of Thomas Wheat; case commenced in page 690.

On due consideration, the Board is of opinion that this claim is supported agreeably to the requirements of law, and that the claimant is entitled to a patent for three hundred and six acres of land, to be located as follows, to wit:

Beginning on the west margin of the Tombigbee river, at a sassafras, at the mouth of Steep Gut, being the place called Ward's old corner, and is also a northeast corner of Jordan Morgan's pre-emption, and the southeast corner of James Denley's one thousand acre tract, claimed under Daniel Ward's Spanish warrant; thence, south, twenty degrees west, one hundred and fifteen chains; thence, south, seventy degrees east, twenty-six chains; thence, north, twenty degrees east, to the margin of Tombigbee river; and thence, up the margin of said river, to the place of beginning. And the Board doth order that a certificate be granted to him accordingly.

ANN LAWRENCE, representative of Moses Moore; case commenced page 688.

On due consideration, the Board is of opinion that this claim is supported agreeably to the requirements of law, and that the claimant is entitled to a patent for eight hundred acres of land, to be located as follows, to wit:

Beginning on the west margin of the Tombigbee river, at an oak corner, being the upper corner of lands formerly granted by the British Government of West Florida to John McIntosh; thence, down the margin of said river, so far as to make sixty-three chains and twenty-one links, in a straight line; thence, south, seventeen degrees east, so far that a due west line therefrom, sixty-three chains twenty-one links, and from thence, north, seventeen degrees west, to the place of beginning, shall include eight hundred acres: *Provided, nevertheless,* That the said claimant first obtain, before a court of competent jurisdiction, a judicial decision in her favor against the adverse claim by virtue of a grant from the British Government of West Florida to John McIntosh, bearing date September 12th, 1775; also, against the claim by virtue of a British grant to William Fradgley, bearing date March 13th, 1776. And the Board doth order that a certificate be granted to her accordingly.

JOHN HINSON, administrator of Owen Sullivant; case commenced in page 677.

On due consideration, the Board is of opinion, that this claim is supported agreeably to the requirements of law, and that the lawful heirs of the said Owen Sullivant, deceased, are entitled to a patent for four hundred acres of land, to be located as follows, to wit:

Beginning on the west margin of the Tombigbee river, at the upper side of the mouth of Three River lake; thence, up the margin of said river, to a sweet gum, at the mouth of Barker's cut off, or bayou, which unites the upper part of said lake to the river; thence, with said cut-off, or bayou, to a willow on the east margin of said lake; thence, down the margin of said lake, sixty-six chains fifty links, to a hickory; thence, north, thirty-eight degrees east, thirty-seven chains, to a stake; thence, south, sixty-four degrees east, seventy-six chains, to a stake; thence, with the waters of a branch of said lake, to the place of beginning. And the Board doth order that a certificate be granted to them accordingly.

Adjourned until Monday, the 28th instant.

MONDAY, May 28th, 1804.

The Board met according to adjournment. Present: Ephraim Kirby, Robert C. Nicholas, Joseph Chambers.

JOHN CHASTANG'S case, commenced in page 670.

On due consideration, the Board is of opinion that this claim is supported agreeably to the requirements of law, and that the claimant is entitled to a patent for four hundred and eighty acres of land, to be located as follows, to wit:

Beginning at the southwest corner of John Chastang's four hundred and eighty acre tract, in the right of John Tally; thence, with the line of said tract, due north, to the west margin of Tombigbee river; thence, up the margin of said river to the mouth of a bayou or gut, a few chains below the former priest's house of the parish of fort St. Stephen's; thence, due south, twenty chains; thence, due west, so far that a line therefrom, due south, and thence, due east, to the place of beginning, shall include four hundred and eighty acres. And the Board doth order that a certificate be granted to him accordingly.

JOHN CHASTANG, representative of John Talley; case commenced in page 671.

On due consideration, the Board is of opinion, that this claim is supported agreeably to the requirements of law, and that the claimant is entitled to a patent for four hundred and eighty acres of land, to be located as follows, to wit:

Beginning at an elm on the west margin of the Tombigbee river, being Stewart's old corner, a few chains below the mouth of Smith's creek, and being also the upper corner of James Callier's five hundred and seventy-three acre tract, in the right of Bryant and Snelgrove; thence, up the margin of said river so far as to make thirty-seven chains and twenty-links, in a due west line; thence, due south, so far that a line therefrom due east, thirty-seven chains and twenty links, to the line of said Callier's tract; and thence, with said line due north, to the place of beginning, shall include four hundred and eighty acres. And the Board doth order that a certificate be granted to him accordingly.

HEIRS OF JAMES MCGREW, deceased; case commenced in page 686.

On due consideration, the Board is of opinion, that this claim is supported agreeably to the requirements of law, and that the lawful heirs of the said James McGrew, deceased, are entitled to a patent for four hundred acres of land, to be located as follows, viz:

Beginning on the west margin of the Tombigbee river, at the upper corner of John Flood and Clark McGrew's three hundred and thirty-five acre tract, in the right of Julian De Castro; thence, with the line of said tract due south, to the southwest corner thereof; thence, due west, thirty-one chains fifty links; thence, due north, to the river, and down the same to the place of beginning. And the Board doth order that a certificate be granted to them accordingly.

JOHN BAKER's case, commenced in page 703.

On due consideration, the Board is of opinion, that this claim is not supported, and that the claimant is not entitled to a patent for the land by him claimed, in manner and form aforesaid.

JOHN TROUILLET, executor of Peter Trouillet, deceased; case commenced in page 703.

On due consideration, the Board is of opinion, that this claim is not supported agreeably to the requirements of law, and that the claimants are not entitled to a patent for the land by them claimed, in manner and form aforesaid.

JOHN BAKER's case, commenced in page 704.

On due consideration, the Board is of opinion, that this claim is supported agreeably to the requirements of law, and that the claimant is entitled to a patent for four hundred acres of land, to be located as follows, to wit:

Beginning on the west margin of the Tombigbee river, at twenty-five chains below his present dwelling-house; thence, due south, so far that a line therefrom due west, thirty-one chains sixty-three links; and thence, due north, to the river, and down the same to the place of beginning, shall include four hundred acres. *Provided, nevertheless*, That the said claimant first obtain, before a court of competent jurisdiction, a judicial decision in his favor, against the adverse claim, by virtue of a grant from the British Government of West Florida, to John Southerland, bearing date the 23d day of October, 1779; also against the adverse claim by virtue of a grant from said Government of West Florida to Charles Walker, bearing date the 27th day of January, 1777. And the Board doth order that a certificate be granted to him accordingly.

SIMON ANDRY's case, commenced in page 692.

On due consideration, the Board is of opinion, that this claim is supported agreeably to the requirements of law, and that the claimant is entitled to a patent for four hundred and eighty acres of land, to be located as follows, to wit:

Beginning at a stake at said Andry's Bluff; thence, north, sixty-two degrees west, forty-two chains ninety-eight links; thence, north, fifty-one degrees east, thirty-seven chains ninety-two links; thence, south, sixty-two degrees east, forty-two chains ninety-eight links, to the river bank; thence, down the margin of said river to the place of beginning, provided that said western lines shall not be so extended as to include more than four hundred and eighty acres. And the Board doth order that a certificate be granted to him accordingly.

JOHN BAPTIST TRENNIER's case, commenced in page 673.

On due consideration, the Board is of opinion that this claim is supported agreeably to the requirements of law, and that the claimant is entitled to a patent for three hundred and twenty seven acres of land, to be located as follows, to wit:

Beginning at the corner of land allowed to John Chastang, at the mouth of Grog Hall creek; and thence, pursuing down the margin of the Mobile river to the upper corner of land allowed to Simon Andry; thence, westwardly, pursuing the course of the lines of the said Simon Andry and John Chastang so far, as to include the number of acres above mentioned.

DANIEL JOHNSON's case, commenced in page 678.

On due consideration, the Board is of opinion that this claim is supported agreeably to the requirements of law, and that the claimant is entitled to a patent for eight hundred acres of land, to be located as follows, to wit:

Beginning on the west margin of the Tombigbee river, on the lower side of the mouth of a bayou or creek, called the Three Mouthed creek, or Three River lake; thence, down the margin of said river so far as to make sixty-three chains and twenty-five links, in a straight line; thence, north, eighty-seven degrees west, so far, that a line therefrom due north, sixty-three chains twenty-five links; and thence, south, eighty-seven degrees east, to the place of beginning; shall include eight hundred acres: *Provided, nevertheless*, That the said claimant first obtain, before a court of competent jurisdiction, a judicial decision in his favor, against the adverse claim by virtue of a grant from the British Government of West Florida to Alexander McCullagh, bearing date the 6th day of A. D. 1778. And the Board doth order that a certificate be granted to him accordingly.

Adjourned until Tuesday the twenty-ninth instant.

TUESDAY, May 29, 1804.

The Board met according to adjournment. Present: Ephraim Kirby, Robert C. Nicholas, Joseph Chambers.

SAMUEL MIMS, representative of John Turnbull; case commenced in page 696.

On due consideration, the Board is of opinion that this claim is not supported agreeably to the requirements of law, and the claimant is not entitled to a patent for the land by him claimed, in manner and form aforesaid.

FRANCISCO FONTANILLA's case, commenced in page 695.

On due consideration, the Board is of opinion that this claim is not supported agreeably to the requirements of the law, and the claimant is not entitled to a patent for the land by him claimed, in manner and form aforesaid.

JAMES DENLEY, representative of Daniel Ward; case commenced in page 693.

On due consideration, the Board is of opinion, that this claim is supported agreeably to the requirements of law and the claimant is entitled to a patent for one thousand acres of land, to be located as follows, to wit:

Beginning on the west margin of the Tombigbee river, at a sassafras, at the mouth of Steep Gut, so called, being he place called Ward's old corner, and is also a northeast corner of Jordan Morgan's pre-emption, and the northwest corner of Nicholas Perkins's three hundred and six acre tract, claimed under Thomas Wheat's Spanish warrant; thence, due west, one hundred and twenty-six chains forty-nine links; thence, due north, so far that a due east line therefrom to the margin of said river, and thence, down the margin of the same to the place of beginning, shall include one thousand acres. And the Board doth order that a certificate be granted to him accordingly.

JOHN JOHNSON'S case, commenced in page 678.

On due consideration, the Board is of opinion that this claim is supported agreeably to the requirements of law, and the claimant is entitled to a patent for four hundred acres of land, to be located as follows, to wit:

Beginning on the west margin of the Tombigbee river, at an oak, being the upper corner of Moses Moore's Spanish warrant, claimed by his representative, Ann Lawrence; thence, up the margin of said river thirty-one chains seventy-five links; thence, south, seventeen degrees east, so far that a line therefrom to the southwest corner of said Ann Lawrence's land, and from thence, with her line north, seventeen degrees west, to the place of beginning, shall include four hundred acres: *Provided, nevertheless*, That the said claimant first obtain, before a court of competent jurisdiction, a judicial decision in his favor against the adverse claim, by virtue of a grant from the British Government of West Florida, to William Fradgley, bearing date the 13th day of March, 1776. And the Board doth order that a certificate be granted to him accordingly.

FRANCIS BOYKIN, representative of Adam Hollinger; case commenced in page 687.

On due consideration, the Board is of opinion that this claim is supported agreeably to the requirements of law, and that the claimant is entitled to a patent for eight hundred acres of land, to be located as follows, to wit:

Beginning on the west margin of the Tombigbee river, near Bassett's old field, at the upper corner of a grant from the British Government of one thousand and fifty acres to Thomas Bassett, deceased; thence, in the course of said Bassett's line north, sixty-seven degrees west, so far that a line therefrom, due north, seventy chains, and thence, south, sixty-seven degrees east, to the margin of said river; and thence down the same to the place of beginning, shall include eight hundred acres. And the Board doth order that a certificate be granted to him accordingly.

JAMES DENLEY'S case, commenced in page 689.

On due consideration, the Board is of opinion that this claim is supported agreeably to the requirements of law, and that the claimant is entitled to a patent for four hundred acres of land, to be located as follows, to wit:

Beginning on the margin of the Tombigbee river, at the lower corner of Nicholas Perkins's two hundred acre tract, claimed under Daniel Johnson's Spanish warrant; thence, with the line of said Perkins, south, twenty degrees west, to the said Perkins's southeast corner; thence, south, seventy degrees east, so far that a line therefrom, north, twenty degrees east, to the margin of said river, and thence up the same to the place of beginning, shall include four hundred acres. And the Board doth order that a certificate be granted to him accordingly.

JAMES DENLEY, representative of Solomon Johnson; case commenced in page 690.

On due consideration, the Board is of opinion that this claim is supported agreeably to the requirements of law, and the claimant is entitled to a patent for two hundred and eighty acres of land, to be located as follows, to wit:

Beginning at the southwest corner of James Denley's one thousand acre tract, claimed under Daniel Ward's Spanish warrant, and the northwest corner of Jordan Morgan's six hundred and forty acre pre-emption; thence, due south, with the line of said Morgan, fifty-five chains; thence, due west, fifty-two chains; and thence, due north, fifty-five chains; thence, due east, fifty-two chains, to the beginning. And the Board doth order that a certificate be granted to him accordingly.

CORNELIUS MCCURTIN'S case, commenced in page 668.

On due consideration, the Board is of opinion that this claim is not supported agreeably to the requirements of law, and the claimant is not entitled to a patent for the land by him claimed, in manner and form aforesaid.

JOHN CALLIER, representative of Wilford Hoggatt; case commenced in page 688.

On due consideration, the Board is of opinion that this claim is supported agreeably to the requirements of law, and that the claimant is entitled to a patent for eight hundred acres of land, to be located as follows, to wit:

Beginning at the northwest corner of Thomas Malone's six hundred and forty acre pre-emption right; thence, north, fifty degrees east, to the west margin of the Tombigbee river; thence, up the margin of the same so far, as to make sixty-three chains twenty-five links in a straight line; thence, south, fifty degrees west, so far that a line therefrom, south, forty degrees east, sixty-three chains twenty-five links, and thence, north, fifty degrees east, to the place of beginning, shall include eight hundred acres: *Provided, nevertheless*, That said claimant first obtain, before a court of competent jurisdiction, a judicial decision in his favor against the adverse claim, by virtue of a grant from the British Government of West Florida to William Wall, bearing date the 20th day of March, 1778. And the Board doth order that a certificate be granted to him accordingly.

Adjourned until Wednesday the 30th instant.

WEDNESDAY, May 30, 1804.

The Board met according to adjournment. Present: Ephraim Kirby, Robert C. Nicholas, Joseph Chambers.

JOHN MCGREW, Senior's, case, commenced in page 729.

On due consideration, the Board is of opinion that the present claim is supported agreeably to the requirements of law, and the claimant is entitled to a patent for six hundred and twenty-seven acres of land, to be located as follows, to wit:

Beginning at the southwest corner of Edward Lloyd Wailes's six hundred and forty acre pre-emption tract, in the right of John Baker; thence, with the line of said tract, due north, eighty chains, to the line of Edwin Lewis's one hundred and sixty acre pre-emption tract; thence, with said line, to the southwest corner thereof; thence, due north, with said Lewis's line, and the line of Peter Malone, twenty-eight chains in all; thence, west, thirty-four chains; thence, south, one hundred and eight chains; thence, east, direct to the place of beginning: *Provided nevertheless*, That the said claimant first obtain, before a court of competent jurisdiction, a judicial decision in his favor against the adverse claim, by virtue of a grant from the British Government of West Florida to John Sutherland, bearing date the 22d day of October, 1779. And the Board doth order that a certificate be granted to him accordingly.

JOHN FLOOD MCGREW'S case, commenced in page 738.

On due consideration, the Board is of opinion that the present claim is not supported, but that the claimant may be entitled, under the third section of the act, to a right of pre-emption to five hundred and six acres of land, to be located as follows, to wit:

Beginning at a hickory, being the same place mentioned in his plot returned to the Register's Office as his beginning corner; thence, south, sixty-four degrees west, ninety chains; thence, due north, seventy-eight chains; thence, north, sixty-four degrees east, fifty-four chains; thence, to the beginning. And the Board doth order, that a certificate be granted to him accordingly, if requested.

JOHN MCGREW, Junior's, case, as representative of Alexander McGrew; commenced in page 731.

On due consideration, the Board is of opinion that the present claim is not supported agreeably to the requirements of law, and the claimant is not entitled to a patent for the land by him claimed, in manner and form aforesaid.

CONSTANT MCGREW's case, commenced in page 738.

On due consideration, the Board is of opinion that the present claim is not supported agreeably to the requirements of law, and the claimant is not entitled to a patent for the land by her claimed, in manner and form aforesaid.

DANIEL YOUNG's case, commenced in page 759.

On due consideration, the Board is of opinion that the present claim is not supported agreeably to the requirements of law, and the claimant is not entitled to a patent for the land by him claimed, in manner and form aforesaid.

EDWARD YOUNG's case, commenced in page 758.

On due consideration, the Board is of opinion that the present claim is not supported agreeably to the requirements of law, and the claimant is not entitled to a patent for the land by him claimed, in manner and form aforesaid.

JOHN HINES, representative of Frederick Smith; case commenced in page 739.

On due consideration, the Board is of opinion that the present claim is not supported agreeably to the requirements of law, and the claimant is not entitled to a patent for the land by him claimed in manner and form aforesaid.

CLARK MCGREW's case, commenced in page 769.

On due consideration, the Board is of opinion that the present claim is supported according to the requirements of law, and that the claimant is entitled to a patent for six hundred and forty acres of land, to be located as follows, to wit:

Beginning at a black gum, near Tawler creek, being the same place mentioned in his plot returned to the Register's Office as his beginning corner; thence, north, thirteen degrees west, seventy chains; thence, north, nine degrees east, thirty-two chains; thence, north, fifty-five degrees east, ninety-four chains; thence, south, forty-six degrees east, to Tawler creek; thence, with the meanders of the said creek, so far that a line therefrom to the place of beginning, shall include six hundred and forty acres. And the Board doth order that a certificate be granted to him accordingly.

WILLIAM MCGREW's case, commenced in page 772.

On due consideration, the Board is of opinion that the present claim is not supported, but that the claimant may be entitled, under the third section of the act, to a right of pre-emption to six hundred and thirty-eight acres of land, to be located as follow, to wit:

Beginning at a corner pine, on the south side of a branch of Tawler creek; thence, north, sixty degrees east, seventy chains fifty links; thence, north, thirty degrees west, ninety chains fifty links; thence, south, sixty degrees west, seventy chains fifty links; and thence, south, thirty degrees east, to the place of beginning. And the Board doth order that a certificate be granted to him accordingly.

HEIRS OF WILLIAM BREWER, deceased; case commenced in page 654.

On due consideration, the Board is of opinion that the present claim is not supported agreeably to the requirements of law; and the claimants are not entitled to a patent for the land by them claimed, in manner and form aforesaid.

THOMAS BATES's case, commenced page 756.

On due consideration, the Board is of opinion that the present claim is supported agreeably to the requirements of law, and that the claimant is entitled to a patent for six hundred and twenty-eight acres of land, to be located as follows, to wit:

Beginning on the west margin of the Tombigbee river, at the northeast corner of Seth Dean's pre-emption; and thence, with the said Dean's line south, eighty-six degrees west, seventy chains; thence, due north, so far that a line due east therefrom to the west margin of the Tombigbee river; and thence, down the margin of the said river to the place of beginning, shall include six hundred and twenty-eight acres. And the Board doth order that a certificate be granted to him accordingly.

HARDY WOOTTON, representative of William Hunt; case commenced in page 709.

On due consideration, the Board is of opinion that the present claim is supported agreeably to requirements of law; and that the claimant is entitled to a patent for six hundred and fifteen acres of land, to be located as follows, to wit:

Beginning at the northwest corner of Richard Lee's six hundred and forty acre donation, in the right of Jordan Morgan; and thence, with said Lee's line due south, to the northeast corner of William H. Hargrave's three hundred and twenty acre tract; and thence, with the line of said Hargrave and Wyche Watley's line, due west, to the northwest corner of said Watley's one hundred and forty-two acre tract; thence, due north, so far that a line therefrom due east, and thence, due south to the place of beginning, shall contain six hundred and fifteen acres. And the Board doth order that a certificate be granted to him accordingly.

HEIRS OF JAMES COPELEN; case commenced in page 722.

On due consideration, the Board is of opinion that the present claim is supported agreeably to the requirements of law, and that the claimants are entitled to a patent for six hundred and forty acres of land, to be located as follows, to wit:

Beginning on the west margin of the Three River lake, half way between the present dwelling house of Mrs. Copelen, and Wiley Barker, on a due east line; thence, down the margin of said lake, to the upper or northeast corner of Figures Lewis's three hundred and twenty acre pre-emption; and thence, with said Lewis's line, due west, so far that a line therefrom due north, and thence, due east, to the place of beginning, shall include six hundred and forty acres. And the Board doth order that a certificate be granted to them accordingly.

JAMES GRIFFIN's case, commenced in page 649.

On due consideration, the Board is of opinion that the present claim is supported agreeably to the requirements of law; and that the claimant is entitled to a patent for six hundred and eighteen acres of land, to be located as follows, to wit:

Beginning at the southwest corner of James Callier's donation, in the right of Jesse Bryant; thence, in the line of the said tract, due north, to the southeast corner of John Chastang's four hundred and eighty acre tract, in the right of John Talley; thence, due west, with Chastang's lines, to the southwest corner of his four hundred and eighty acre tract in his own right; thence, with the line of the said Chastang, due north, thirty-four chains; thence, due west, thirty-three chains; thence, south, eighty chains; thence, east, to the place of beginning. And the Board doth order that a certificate be granted to him accordingly.

NOAH K. HUTTON, representative of Henry Nail; case commenced in page 718.

On due consideration, the Board is of opinion that this claim is supported agreeably to the requirements of law, and that the claimant is entitled to a patent for two hundred and ninety-seven acres of land, to be located as follows, to wit:

Beginning on the west margin of the Tombigbee river, at the upper corner of James Callier's seven hundred and thirty-two acre tract, in the right of Wilford Hoggatt's Spanish warrant; thence, up the margin of said river, so far that a due south line therefrom to said Callier's line, and thence, with said Callier's line, north, thirty-three degrees east, to the place of beginning, shall include two hundred and ninety-seven acres. And the Board ordered that a certificate be granted to him accordingly.

EDWIN LEWIS, representative of Henry Nail; case commenced in page 735.

On due consideration, the Board is of opinion that this claim is not supported agreeably to the requirements of law, and the claimant is not entitled to a patent for the land by him claimed in manner and form aforesaid.

JAMES POWEL's case, commenced in page 706.

It appears to the Board that the land now claimed by the claimant is covered by a grant from the British Government of West Florida to Thomas Bassett, late of this territory, deceased. Therefore, on due consideration, the Board is of opinion that this claim is not supported, and the claimant is not entitled to a patent for the land by him claimed, in manner and form aforesaid.

JOSEPH BATES, Junior's, case, commenced in page 709.

On due consideration, the Board is of opinion that this claim is not supported agreeably to the requirements of law, and the claimant is not entitled to a patent for the land by him claimed in manner and form aforesaid.

Adjourned until Thursday the 31st instant.

THURSDAY, May 31, 1804.

The Board met according to adjournment. Present: Ephraim Kirby, Robert C. Nicholas, Joseph Chambers.

DANIEL JOHNSON, representative of William Burk; case commenced in page 719.

On due consideration, the Board is of opinion that this claim is supported agreeably to the requirements of law, and that the claimant is entitled to a patent for three hundred and twenty acres of land, to be located as follows, to wit:

Beginning on the west bank of the Tombigbee, at the mouth of the Three River lake, being the upper or north-east corner of his Spanish warrant for eight hundred acres; thence, in the line of said Spanish warrant, north, eighty-seven degrees west, so far that a line therefrom, due north, twenty-five chains, and thence, due east, to the margin of said lake, and thence, with the margin of the said lake, to the place of beginning, shall include three hundred and twenty acres. And the Board doth order that a certificate be granted to him accordingly.

HIRAM MOUNGER's case, commenced in page 653.

On due consideration, the Board is of opinion that this claim is supported agreeably to the requirements of law, and that the claimant is entitled to a patent for six hundred and forty acres of land, to be located as follows, to wit:

Beginning on the north line of John Brewer's six hundred acre donation, at the southeast corner of the heirs of Charles Brewer's pre-emption; thence, with the line of said heirs, due north, thirty-three chains seventy-five links, to their northeast corner; thence, still with the line of said heirs, due west, sixty chains, to their northwest corner; thence, due north, so far that a line therefrom, due east, shall strike the southwest corner of James Denley's two hundred and eighty acre tract, claimed under a Spanish warrant to Solomon Johnson; and thence, still due east with said Denley's line, so far that a line therefrom, due south, to John Brewer's six hundred and forty acre donation, and with the line thereof, due west, to the place of beginning, shall include six hundred and forty acres. And the Board doth order that a certificate be granted to him accordingly.

THOMAS CARSON, representative of John J. Abner; case commenced in page 661.

On due consideration, the Board is of opinion that this claim is supported agreeably to the requirements of law, and that the claimant is entitled to a patent for six hundred and forty acres of land, to be located as follows, to wit:

Beginning at a stake at the lower side of the mouth of Poll bayou; thence, south, eighty-six degrees west, ninety-one chains; thence, south, eleven degrees east, seventy chains; thence, north, eighty-six degrees east, to the margin of the river Tombigbee; and thence, up the margin of said river, to the place of beginning. And the Board doth order that a certificate be granted to him accordingly.

JAMES CALLIER, representative of Bryant and Snelgrove; case commenced in page 651.

On due consideration, the Board is of opinion that this claim is supported according to the requirements of law, and that the claimant is entitled to a patent for five hundred and seventy-three acres of land, to be located as follows, to wit:

Beginning at an elm, on the west margin of the Tombigbee river, being Stewart's old corner, a few chains below the mouth of Smith's creek; thence, due south, one hundred and five chains; thence, due east, so far that a due north line therefrom to the river, and up the same to the place of beginning, shall include five hundred and seventy-three acres. And the Board doth order that a certificate be granted to him accordingly.

DANIEL JOHNSTON, representative of Daniel Spillard; case commenced in page 759.

On due consideration, the Board is of opinion that this claim is not supported agreeably to the requirements of law, and the claimant is not entitled to a patent for the land by him claimed, in manner and form aforesaid.

HOWELL DUPREE, representative of William Hillis; case commenced in page 663.

On due consideration, the Board is of opinion that this claim is supported agreeably to the requirements of law, and that the claimant is entitled to a patent for six hundred and thirteen acres of land, to be located as follows, to wit:

Beginning at the northwest corner of Edward Gatland's pre-emption, and thence, with said Gatland's line, south, seventy-seven degrees east, to said Gatland's northeast corner, on the margin of Mobile river; thence, up the margin of said river, twenty chains; thence, north, sixty-five degrees west, so far that a line therefrom to the place of beginning will include six hundred and thirteen acres; bounded eastwardly by the Mobile river, and southwardly by Edward Gatland's pre-emption. And the Board doth order, that a certificate be granted to him accordingly.

JOSEPH HOUSE's case, commenced in page 676.

On due consideration, the Board is of opinion that this claim is not supported agreeably to the requirements of law, and the claimant is not entitled to a patent for the land by him claimed, in manner and form as aforesaid.

STERLING DUPREE, representative of Emanuel Cheney; case commenced in page 648.

On due consideration, the Board is of opinion that the present claim is not supported, but that the claimant may be entitled, under the third section of the act, to the right of pre-emption to three hundred and twenty acres of land, to be located as follows, to wit:

Beginning at the northwest corner of Col. Benjamin Few's pre-emption, thence, with the said Few's line; north, fifty-six degrees east, to said Few's beginning corner, on the margin of Tombigbee river; thence, up the margin of said river, thirty chains; thence, due west, so far that a line therefrom to the place of beginning shall contain three hundred and twenty acres, bounded southwardly by Col. Benjamin Few's pre-emption, eastwardly on the Tombigbee river, and northwardly on Major Natt Christmas's pre-emption. And the Board doth order that a certificate be granted to him accordingly, if required.

ANN LAWRENCE'S case, commenced in page 721.

On due consideration, the Board is of opinion that the present claim is supported agreeably to the requirements of law, and the claimant is entitled to a patent for five hundred and twenty acres of land, to be located as follows, to wit:

Beginning on the northwest corner of James Callier's seven hundred and thirty-two acre tract, in the right of Willford Hoggatt's Spanish warrant; thence, in the course of said Callier's line north, thirty-three degrees east, to the southwest corner of Noah Kenner Hutson's two hundred and ninety-seven acre donation; thence, with said Hutson's line, due north, to the west margin of the Tombigbee river; thence, up the same so far as to make sixty chains, upon a due west line; thence, due south, seventy chains; thence, due east, so far, that a line therefrom, due south, will strike the place of beginning. And the Board doth order that a certificate be granted to her accordingly.

GEORGE BREWER JUN., representative of James Watkins; case commenced in page 659.

On due consideration, the Board is of opinion that this claim is supported agreeably to the requirements of law, and the claimant is entitled to a patent for four hundred and ten acres of land, to be located as follows, to wit:

Beginning at George Brewer Jun.'s six hundred and twenty-nine acre donation, on his own right, at the southwest corner thereof; thence, with the line of the said tract, due east, fifty chains to the corner thereof; thence, due north, to the corner of Mrs. Lawrence's five hundred and twenty acre tract; thence, with the line of said tract, due east, to a corner thereof; thence, still with the line of said tract, due south, to the corner thereof; which is also the southwest corner of James Callier's tract, in the right of Hoggatt; thence, due west, so far, that a line therefrom, due north, will strike the place of beginning. And the Board doth order that a certificate be granted to him accordingly.

JOHN BREWER'S case, commenced in page 658.

On due consideration, the Board is of opinion that this claim is supported agreeably to the requirements of law, and the claimant is entitled to a patent for six hundred and forty acres of land, to be located as follows, to wit:

Beginning at the northeast corner of Sanders Rhea's pre-emption right of one hundred and sixty acres; thence, with said Rhea's line, due west, eighty chains; thence, due north, eighty chains; thence, due east, eighty chains; thence, due south, to the place of beginning. And the Board doth order that a certificate be granted to him accordingly.

WILEY BARKER, representative of Daniel Barker; case commenced in page 657.

On due consideration, the Board is of opinion that this claim is supported agreeably to the requirements of law, and the claimant is entitled to a patent for six hundred and forty acres of land, to be located as follows, to wit:

Beginning, half way between the present dwelling house of said Barker and the present dwelling house of Mrs. Copelen, on the west margin of the Three River lake, on a due east line, and thence, with the line of the heirs of James Copelen, due west, to the northwest corner of said Copelen's land; thence, due north, fifty-two chains; thence, due east, to the margin of the Three River lake, or in case the lake doth not so far extend, then to a point parallel therewith; thence, to and with the margin of said lake to the place of beginning, and to include six hundred and forty acres within these lines, or less, as the case may be. And the Board doth order that a certificate be granted to him accordingly.

JAMES FARR'S case, commenced in page 757.

On due consideration, the Board is of opinion that this claim is not supported agreeably to the requirements of law, and the claimant is not entitled to a patent for the land by him claimed, in manner and form as aforesaid.

PETER MALONE, representative of John Woods; case commenced in page 701.

On due consideration, the Board is of opinion that this claim is not supported, but that the claimant may be entitled, under the third section of the act, to a right of pre-emption to one hundred and sixty acres of land, to be located as follows, to wit:

Beginning at the northwest corner of Edwin Lewis's one hundred and sixty acre pre-emption tract; thence, with the line of the said tract, due east, one hundred and fifteen chains, to John Chastang's line; thence, due north, fourteen chains; thence, due west, one hundred and fifteen chains; thence, due south, fourteen chains, to the place of beginning; *Provided, nevertheless*, That the said claimant first obtain before a court of competent jurisdiction, a judicial decision in his favor, against the adverse claim by virtue of a grant from the British Government of West Florida, to John Sutherland, bearing date the 22d day of October, 1779. And the Board doth order that a certificate be granted to him accordingly, if requested.

Adjourned until Friday, the 1st of June next.

FRIDAY, June 1, 1804.

The Board met according to adjournment. Present: Ephraim Kirby, Robert C. Nicholas, Joseph Chambers.

RICHARD LEE, representative of Jordan Morgan; case commenced in page 656.

On due consideration, the Board is of opinion that this claim is supported agreeably to the requirements of law, and the claimant is entitled to a patent for six hundred and forty acres of land, to be located as follows, to wit:

Beginning at the southwest corner of James Denley's one thousand acre tract, claimed under Daniel Ward's Spanish warrant, which is also the northwest corner of Jordan Morgan's six hundred and forty acre pre-emption, and the northeast corner of James Denley's two hundred and eighty acre tract; and thence, with the line of the said last mentioned tract, due west, to the northwest corner thereof, and in the same course sixty chains; thence, due north, one hundred and six chains seventy-five links; thence, due east, sixty chains; thence, due south, to the northwest corner of James Denley's one thousand acre tract, and in the same course with the line of said tract, to the place of beginning. And the Board doth order that a certificate be granted to him accordingly.

ANNA MOUNGER'S case, commenced in page 660.

On due consideration, the Board is of opinion that this claim is supported agreeably to the requirements of law, and the claimant is entitled to a patent for five hundred and four acres of land, to be located as follows, to wit:

Beginning on the west margin of the Tombigbee river, at the upper corner of John Callier's eight hundred acre tract, in the right of Willford Hoggatt; thence, with the said Callier's line, south, fifty degrees west, to his northwest corner; thence, due west, so far that a line therefrom north, fifty degrees east, to the margin of the river; and thence, down the same to the place of beginning, shall include five hundred and four acres. And the Board doth order that a certificate be granted to her accordingly.

HEIRS OF CHARLES BREWER, deceased; case commenced in page 661.

On due consideration, the Board is of opinion that this claim is not supported agreeably to the requirements of law, but that upon the evidence exhibited, the claimants are entitled, under the third section of the act, to a right of pre-emption to two hundred acres of land, to be located as follows, to wit:

Beginning on the north line of John Brewer's six hundred and forty acre donation, thirty chains, east, of the northwest corner thereof; thence, along said line, due west, to said corner, and in same course sixty chains; thence, due north, thirty-three chains and seventy-five links; thence, due east, sixty chains; thence, due south, thirty-three chains seventy-five links, to the place of beginning. And the Board doth order that a certificate be granted to them accordingly.

JULIAN DE CASTRO'S case, commenced in page 772.

On due consideration, the Board is of opinion that this claim is not supported agreeably to the requirements of law, and the claimant is not entitled to a patent for the land by him claimed, in manner and form aforesaid.

ISAAC RYAN'S case, commenced in page 646.

On due consideration, the Board is of opinion that this claim is supported agreeably to the requirements of law, and the claimant is entitled to a patent for six hundred and forty acres of land, to be located as follows, to wit:

Beginning at the northwest corner of Benjamin Harrison's six hundred and forty acre tract, claimed in the right of Jacob Miller; thence, with said Harrison's line, due east, one hundred and sixty chains, to his northeast corner; thence, due north, forty chains; thence, due west, one hundred and sixty chains; thence, due south, to the place of beginning. And the Board doth order that a certificate be granted to him accordingly.

EDNA BILBO, administratrix of Matthew Bilbo, deceased; case commenced in page 720.

On due consideration, the Board is of opinion that this claim is supported agreeably to the requirements of law, and the claimants are entitled to a patent for four hundred and one acres of land, to be located as follows, to wit:

Bounded on all sides by the waters of the Tombigbee river, being an island in said river, about two miles above the bayou, called the Cut-off. And the Board doth order that a certificate be granted to her accordingly.

JAMES SCOTT, representative of Gabriel Burrows; case commenced in page 663.

On due consideration, the Board is of opinion, that this claim is supported agreeably to the requirements of law, and the claimant is entitled to a patent for three hundred and twenty acres of land, to be located as follows, to wit:

Beginning on the northeast corner of Hezekiah Carter's three hundred and twenty acre tract, and thence, with the line of said Carter, due west, eighty chains; thence, due north, forty chains; thence, due east, eighty chains; thence, due south, to the place of beginning. And the Board doth order that a certificate be granted to him accordingly.

BENJAMIN HARRISON, representative of Jacob Miller; case commenced in page 712.

On due consideration, the Board is of opinion that this claim is supported agreeably to the requirements of law, and the claimant is entitled to a patent for six hundred and forty acres of land, to be located as follows, to wit:

Beginning at the northwest corner of Thomas Goodwin's three hundred and twenty acre tract, claimed in the right of Hiram Mounger; thence, due east, in the line of said Goodwin to his northeast corner, and continuing in the same course one hundred and sixty chains in all; thence, due north, forty chains; thence, due west, one hundred and sixty chains; thence, due south, to the place of beginning. And the Board doth order that a certificate be granted to him accordingly.

NATHAN BLACKWELL'S case, commenced in page 648.

On due consideration, the Board is of opinion that this claim is supported agreeably to the requirements of law, and that the claimant is entitled to a patent for six hundred and forty acres of land, to be located as follows, to wit:

Beginning on the margin of Tombigbee river on the west side thereof, at the upper corner of Francis Boykin's Spanish warrant in the right of Adam Hollinger, for eight hundred acres; thence, in the course of said Boykin's line north, sixty-seven degrees west, one hundred and sixty-five chains; thence, due north, sixteen chains; thence, due east, to the margin of said river; and with the same to the place of beginning. And the Board doth order that a certificate be granted to him accordingly.

RICHARD BARROW'S case, commenced in page 701.

On due consideration, the Board is of opinion that this claim is supported agreeably to the requirements of law, and the claimant is entitled to a patent for six hundred and forty acres of land, to be located as follows, to wit:

Beginning at a willow, standing near to two hickories, on the west bank of Mobile river, being the northeast corner of John Hawkins's pre-emption; thence, pursuing up the margin of said river so far as to make forty chains, in a straight line; thence, north, seventy-seven degrees west, so far that a line from thence, south, ten degrees west, to Barrow's creek, and a line from the place of beginning north, seventy-seven degrees west, till it strikes Barrow's creek; and thence, with the meanders of said creek, shall include six hundred and forty acres, exclusive of a small island in the Mobile river called Toney's island. And the Board doth order that a certificate be granted to him accordingly.

EPHRAIM BARKER'S case, commenced in page 652.

On due consideration, the Board is of opinion, that this claim is supported, and the claimant is entitled to a patent for six hundred and forty acres of land, to be located as follows, to wit:

Beginning on the west margin of the Tombigbee river, on the upper side of Barker's cut-off, or the bayou which leads from the upper end of Three River lake into the river; thence, with the upper margin of said bayou, to the eastern margin of said lake; thence, along margin of said lake, and to the northeast corner of Wiley Barker's donation; thence, with the line of said Wiley, due west, to the southeast corner of Sanders Rhea's pre-emption; thence, with said Rhea's line due north, to his northeast corner; thence, due east, so far that a line due south, therefrom, to the margin of the Tombigbee river, and down the same to the place of beginning, shall include six hundred and forty acres. And the Board doth order that a certificate be granted to him accordingly.

HEIRS OF GODFREY HELVERSTON; case commenced in page 701.

On due consideration, the Board is of opinion that this claim is supported agreeably to the requirements of law, and the claimants are entitled to a patent for six hundred and forty acres of land, to be located as follows, to wit:

Beginning on the west bank of the Mobile river, at the northeast corner of Richard Barrow's donation claim; thence, north, seventy-seven degrees west, with the line of said Barrow to his north-west corner; thence, north, ten degrees east, so far that a line south, seventy-seven degrees east, to the west shore of the Mobile river, shall include six hundred and forty acres; bounded east, on the west margin of the Mobile river; and south, upon the land of Richard Barrow. And the Board doth order that a certificate be granted to them accordingly.

Adjourned until Saturday, the 2d day of June.

SATURDAY, June 2, 1804.

The Board met according to adjournment. Present: Ephraim Kirby, Robert C. Nicholas, Joseph Chambers.

EDWARD CREIGHTON, representative of Isram Beard; case commenced in page 771.

On due consideration, the Board is of opinion that this claim is not supported agreeably to the requirements of law, and the claimant is not entitled to a patent for the land by him claimed, in manner and form aforesaid.

SETH DEAN, representative of John Jacob Abner; case commenced in page 763.

On due consideration, the Board is of opinion that this claim is not supported agreeably to the requirements of law, and the claimant is not entitled to a patent for the land by him claimed, in manner and form aforesaid.

FRANCIS STRINGER'S case, commenced in page 676.

On due consideration, the Board is of opinion that this claim is not supported agreeably to the requirements of law, but that the claimant may be entitled, under the third section of the act, to a right of pre-emption to six hundred acres of land, to be located as follows, to wit:

Beginning on the west margin of the Tombigbee river, at the upper corner of John Dunn's six hundred and forty acre pre-emption; thence, with said Dunn's line, due west, to his northwest corner; thence, due north, forty-three chains eighty links; thence, due east, to the said river; and thence, down the margin of the same to the place of beginning. And the Board doth order that a certificate be granted to him accordingly, if requested.

GEORGE ROBBINS, representative of Zadock Brashear; case commenced in page 673.

Thomas Eldridge was presented as a witness, and, being duly sworn, deposed, that, in the year 1797, an Indian inhabited and cultivated the land in question; for the use and account of 'Zadock Brashear; that said Brashear sent him clothing by him, the deponent, which he delivered him for his services in taking care of the houses and plantation of Brashear; that, in the year 1799, said Brashear sent me a letter requesting I would inform the Indian that he might quit the land, as he had sold his right to a man by the name of Robbins; that this Indian lived with Brashear while he resided on said place, and continued to live thereon, from the time Brashear removed therefrom, for account of said Brashear, until the year 1799; that, some time after, he informed the Indian that Brashear had sold it; that said Brashear was, in the year 1799, the head of a family, and more than twenty-one years of age.

On due consideration, the Board is of opinion that this claim is not supported agreeably to the requirements of law, but that the claimant may be entitled, under the third section of the act, to a right of pre-emption to six hundred and forty acres of land, to be located as follows, to wit:

Beginning at the northwest corner of Matthew Shaw's three hundred and twenty acre tract; thence, with the line of said tract, due east, to the west margin of Tombigbee river; thence, up the same so far as to make ninety-five chains on a due north line; thence, due west, so far that a line therefrom, due south, shall strike the place of beginning. And the Board doth order that a certificate be granted to him accordingly, if requested.

GEORGE BREWER, JUNIOR's, case, commenced in page 736.

On due consideration, the Board is of opinion that this claim is supported agreeably to the requirements of law, and that the claimant is entitled to a patent for six hundred and twenty-nine acres of land, to be located as follows, to wit:

Beginning on the west margin of the Tombigbee river, at the upper end of Ann Lawrence's five hundred and twenty acre tract; thence, up the margin of said river so far as to make fifty chains on a due west line; thence, due south, so far that a line therefrom, due east, fifty chains, and thence, due north, to the place of beginning, shall include six hundred and twenty-nine acres. And the Board doth order that a certificate be granted to him accordingly.

SAMPSON MOUNGER's case, commenced in page 653.

On due consideration, the Board is of opinion that this claim is supported agreeably to the requirements of law, and that the claimant is entitled to a patent for six hundred and thirty-four acres of land, to be located as follows, to wit:

Beginning at the southwest corner of George Brewer Jun.'s four hundred and ten acre tract, in the right of James Watkins; thence, with the line of said tract due east, eighty-five chains, to his southeast corner; which is also the southwest corner of James Callier's seven hundred and thirty-two acre tract; thence, due south, seventy-six chains; thence, west, eighty-five chains; thence, due north, to the place of beginning. And the Board doth order that a certificate be granted to him accordingly.

BRIDGET BURKE, administratrix of William Burke, deceased; case commenced in page 721.

On due consideration, the Board is of opinion that this claim is supported, and that the heirs of the said William Burke, deceased, are entitled to a patent for six hundred and forty acres of land, provided the same shall be contained within the following lines, viz:

Beginning at the northeast corner of James Lowe's pre-emption, claimed by his representative Seth Dean; thence, with said Lowe's line, due east, to the northwest corner of John Wallace's pre-emption, claimed by his representative Seth Dean; and thence, with the said Wallace's line, due east, to the west margin of the Tombigbee river, near the mouth of Bilbo's creek; thence, up the margin of said river, to the mouth or outlet of Rain's lake; thence, along the lower margin of said lake, to the lower line of Cornelius Rain's land; thence, with the said Rain's line, south, seventeen degrees east, to his southeast corner; thence, with his line, due west, to the southeast corner of Ann Lawrence's land; thence, with said Lawrence's line to her south-west corner; and thence, to the place of beginning. And the Board doth order that a certificate be granted to them accordingly.

RICHARD HAWKINS's case, commenced in page 762.

On due consideration, the Board is of opinion that this claim is supported, and that the claimant is entitled to a patent for six hundred and forty acres of land, to be located as follows, to wit:

Beginning on the margin of Barrow's lake, opposite to a large pine tree on the bluff, being the northeast corner of Simpson Whaley's land; thence, pursuing up the margin of said lake, northwardly, to the mouth of Barrow's creek, thence, up said creek, westwardly, so far that a line due south therefrom, to intersect a line from the place of beginning, due west, in the course of said Whaley's line, shall include six hundred and forty acres. And the Board doth order that a certificate be granted to him accordingly.

THOMAS GOODWIN, representative of Hiram Mounger; case commenced in page 714.

Jordan Morgan and Solomon Wheat were presented as witnesses, and, being duly sworn and interrogated by the Board, they deposed, that they were not interested in this claim; that they knew that John Wheat inhabited and cultivated on the land in question, before and on the 3d day of March, 1803; that the said John Wheat or Thomas Goodwin had inhabited and cultivated on the same land ever since; and that John Wheat was, on the 3d day of March, 1803, more than twenty-one years of age.

On due consideration, the Board is of opinion that this claim is not supported, but that the claimant may be entitled, under the third section of the act, to a right of pre-emption to three hundred and twenty acres of land, to be located as follows, to wit:

Beginning on the northeast corner of Solomon Wheat's two hundred acre tract; thence, with said Wheat's line, due west, fifty chains, to his northwest corner; thence, with said Wheat's line, due south, forty chains, to his southwest corner, on the line of James Scott's three hundred and twenty acre tract; thence, with said Scott's line, due west, to his northwest corner, and continuing the same course, in all forty-five chains; thence, due north, fifty-five chains; thence, due east, ninety-five chains; thence, due south, to the place of beginning. And the Board doth order that a certificate be granted to him accordingly, if requested.

JAMES CALLIER, legal representative of Joseph Anderson; case commenced in page 662.

Adam Hollinger and Jesse Thomas were produced as witnesses, and, being duly sworn, the said Hollinger deposed, that he understood and did believe, that William Walton inhabited and cultivated the land whereon Joseph Anderson formerly lived on the 3d day of March, 1803; and also understood and believed, that this cultivation was made by said Walton under a purchase from said Anderson.

The said Thomas deposed, that William Walton inhabited on the land in question, on the 3d of March, 1803; and made a crop thereon the ensuing season; that, in the month of January, 1803, as well as he, Thomas, recollected, the said Anderson removed with his family to Mobile, and resided, as the witness understood, at or near Mobile, until the month of December, 1803; when he returned with his family to this country, and after a few weeks he removed with his family to the Mississippi country; that he sold his improvement, with all its advantages, to Seth Dean, and that James Callier became bound to him, Thomas, for the payment of the consideration which Dean was to make to him for his said improvements; and, from this circumstance, I considered my improvements vested in Callier.

Adjourned until Monday, the 4th instant.

MONDAY, June 4, 1804.

The Board met according to adjournment. Present: Ephraim Kirby, Robert C. Nicholas, Joseph Chambers.

EDWARD CREIGHTON, representative of Benjamin King; case commenced in page 699.

On due consideration, the Board is of opinion that the present claimant is entitled to a right of pre-emption to one hundred acres of land, to be located as follows, to wit:

Beginning on the west margin of the Tombigbee river, at the upper corner of Natt Christmas's pre-emption; thence, up the margin of the river ten chains; thence, north, fifty degrees east, so far, that a straight line to the northwest corner of said Christmas's pre-emption, and thence, with said Christmas's line, to the place of beginning, shall include one hundred acres, bounded southwardly on said Christmas, and eastwardly on the river Tombigbee. And the Board doth order that a certificate be granted to him accordingly.

JAMES BILBO's case, commenced in page 758.

On due consideration, the Board is of opinion that this claim is not supported, and the same is accordingly disallowed.

SANDERS REA's case, commenced in page 723.

On due consideration, the Board is of opinion that the present claimant is entitled to a right of pre-emption to one hundred and sixty acres of land, to be located as follows, to wit:

Beginning at the northwest corner of Wiley Barker's six hundred and forty acre donation; thence, due north, thirty-one chains and seventy-five links; thence, due east, fifty-five chains; thence, due south, to said Barker's line; thence, with the said line, due west, to the place of beginning, including one hundred and sixty acres. And the Board doth order that a certificate be granted to him accordingly.

ADAM SCOTT's case, commenced in page 768.

On due consideration, the Board is of opinion that the present claimant is entitled to a right of pre-emption to one hundred acres of land, to be located as follows, to wit:

Beginning on the margin of Barrow's lake, a little north of the burying ground of Fort Stoddert, at a holly, being one of the corners referred to in the plot which the claimant returned to the Register; thence, along the margin of the said lake, northwardly, thirteen chains and fifty links, to a water oak near Welch's landing, being the first corner referred to in the claimant's plot; thence, due west, so far that a due south line from the extreme point of this line to the extreme point of a line due west from the place of beginning, shall include one hundred acres. And the Board doth order that a certificate be granted to him accordingly.

RICHARD S. BRYAN and GEORGE BREWER, Senior's, case, commenced in page 711.

On due consideration, the Board is of opinion that the present claimants are entitled to right of pre-emption to three hundred and twenty acres of land, to be located as follows:

Beginning at a corner cherry tree on Fulson's creek, being the place of beginning described in the plot of the claimants entered in the Register's Office; thence, south, seventy degrees west, sixty-five chains; thence, south, twenty degrees east, forty-nine chains; thence, north, seventy degrees east, sixty-five chains; thence, north, twenty degrees west, forty-nine chains, to the place of beginning. And the Board doth order that a certificate be granted to them accordingly.

EDWARD GATLAND's case, commenced in page 764.

On due consideration, the Board is of opinion that the present claimant is entitled to a right of pre-emption to three hundred and twenty acres of land, to be located as follows, viz:

Beginning at the northwest corner of Edmund Smith's pre-emption; thence, along said Smith's line, south, seventy-seven degrees east, to his northeast corner; thence, along the line of said Smith, south, nine degrees east, to a live oak, being said Smith's southeast corner; thence, along the line of Godfrey Helverston's heirs, south, seventy-seven degrees east, to the margin of Mobile river; thence, up the west margin of said river, forty-nine chains; thence, north, seventy-seven degrees west, so far that a line therefrom south, ten degrees west, will strike the place of beginning: bounded eastwardly, by the Mobile river, southwardly, by Godfrey Helverston's heirs and Edmund Smith's pre-emption, and, northwardly, by Howell Dupree's donation. And the Board doth order that a certificate be granted to him accordingly.

FIGURES LEWIS's case, commenced in page 659.

On due consideration, the Board is of opinion that this claimant is entitled to a right of pre-emption to three hundred and twenty acres of land, to be located as follows:

Beginning on the west margin of Three River lake, three chains above the present dwelling-house of said Lewis; thence, down the margin of said lake, to the northeast corner of Daniel Johnson's three hundred and twenty acre donation, in the right of William Burke; thence, with the line of said Johnson, due west, so far that a line therefrom, due north, and thence, due east, to the place of beginning, shall include three hundred and twenty acres. And the Board doth order that a certificate be granted to him accordingly.

ADAM HOLLINGER's case, commenced in page 763.

On due consideration, the Board is of opinion that this claimant is entitled to a right of pre-emption to six hundred and forty acres of land, to be located as follows:

Beginning at the mouth of the Poll bayou, on the lower side thereof, which is also the beginning corner of Thomas Carson's donation; thence, up the margin of Tombigbee river, sixty chains; thence, south, eighty-six degrees west, one hundred and six chains; thence, due south, so far that a straight line therefrom to the northwest corner of Thomas Carson's donation, and thence, with said Carson's line, north, eighty-six degrees east, to the place of beginning, shall include six hundred and forty acres. And the Board doth order that a certificate be granted to him accordingly.

JOSEPH WESTMORELAND, representative of Lewis Crane; case commenced in page 770.

On due consideration, the Board is of opinion that this claimant is entitled to a right of pre-emption to one hundred and ninety-seven acres of land, to be located as follows, viz:

Beginning at the northwest corner of Ransom Harwell's three hundred and twenty acre pre-emption tract; thence, with the line of said tract, due east, thirty-four chains, to the line of William Murrell's tract; thence, with the said Murrell's line, due north, to the west margin of the Tombigbee river; thence, up the margin of the same, twenty-three chains; thence, due west, twenty chains; thence, due south, to the place of beginning: *Provided, nevertheless*, That the said claimant first obtain, before a court of competent jurisdiction, a judicial decision in his favor against the adverse claim, by virtue of a grant from the British Government of West Florida to Robert Farmer, of one thousand acres, bearing date the 6th day of August, 1778. And the Board doth order that a certificate be granted to him accordingly.

JOSIAH SKINNER's case, commenced in page 660.

On due consideration, the Board is of opinion that this claim is not supported, and the same is accordingly rejected.

EDWIN LEWIS's case, commenced in page 700.

On due consideration, the Board is of opinion that this claimant is entitled to a right of pre-emption to one hundred and sixty acres of land, to be located as follows, to wit:

Beginning at the northwest corner of Edward Lloyd Wailes's six hundred and forty acre pre-emption tract, in the right of John Baker; thence, due east, eighty chains, in the line of said tract, to John Chastang's line; thence, with said line, fourteen chains; thence, due west, one hundred and fifteen chains; thence, due south, fourteen chains; thence, due east, to the beginning: *Provided, nevertheless*, That the said claimant first obtain, before a court of competent jurisdiction, a judicial decision in his favor against the adverse claim, by virtue of a grant from the British Government of West Florida to John Sutherland, bearing date the 22d day of October, 1779. And the Board doth order that a certificate be granted to him accordingly.

JAMES HUCKABY's case, commenced in page 715.

On due consideration, the Board is of opinion that this claimant is entitled to a pre-emption right for four hundred and fifteen acres of land, to be located as follows:

Beginning at the southeast corner of Elisha Simmon's six hundred and forty acre pre-emption tract; thence, in the line of said tract, due north, to a corner of Ransom Harwell's three hundred and twenty acre tract; thence, due west, to the southwest corner of said tract; thence, due south, so far that a line therefrom due east shall strike the place of beginning. And the Board doth order that a certificate be granted to him accordingly.

WILLIAM WILLIAMS's case, commenced in page 715.

On due consideration, the Board is of opinion that this claimant is entitled to a right of pre-emption to three hundred and twenty acres of land, to be located as follows, viz:

Beginning on the west margin of the Tombigbee river, at the upper corner of George Robbins's six hundred and forty acre tract; thence, up the margin of the said river, so far as to make thirty-three chains on a due north line; thence, due west, so far that a due south line therefrom, thirty-three chains, and thence, due east, to the place of beginning, shall include three hundred and twenty acres. And the Board doth order that a certificate be granted to him accordingly.

WYCHE WATLEY's case, commenced in page 657.

On due consideration, the Board is of opinion that this claimant is entitled to a right of pre-emption to one hundred and forty-two acres of land, to be located as follows:

Beginning at the northeast corner of Richard Brashear's six hundred and forty acre pre-emption in the right of Patrick Brewer, on the line of William H. Hargrave's three hundred and twenty acre tract; thence, with said Brashear's line, due west, seventy-one chains, to his northwest corner; thence, due north, twenty chains; thence, due east, seventy-one chains; and thence, due south, to the place of beginning. And the Board doth order that a certificate be granted to him accordingly.

RANSOM HARWELL's case, commenced in page 705.

On due consideration, the Board is of opinion that this claimant is entitled to a right of pre-emption to three hundred and twenty acres of land, to be located as follows:

Beginning at the southeast corner of William Murrell's one hundred and sixty acre pre-emption tract; thence, with the line of said tract, due north, fifty chains; thence, due west, thirty-four chains; thence, due south, seventy-nine chains; thence, due east, fifty-four chains, to the line of Elisha Simmons; thence, with said line, due north, to William Murrell's southeast corner; thence, with the said Murrell's line, to the place of beginning: *Provided, nevertheless*, That the said claimant first obtain, before a court of competent jurisdiction, in his favor, against the adverse claim, by virtue of a grant from the British Government of West Florida to Robert Farmar, bearing date the 6th day of August, 1778. And the Board doth order that a certificate be granted to him accordingly.

JAMES MORGAN, representative of John Burney; case commenced in page 647.

On due consideration, the Board is of opinion that this claimant is entitled to a right of pre-emption to three hundred and twenty acres of land, to be located as follows:

Beginning at a lightwood stake, being the beginning corner described in the claimant's plot returned in the office of the Register; thence, north, sixteen and a half degrees east, forty-seven chains fifty links; thence, north, seventy-three and a half degrees west, sixty-seven chains fifty links; thence, south, sixteen and a half degrees west, forty-seven chains fifty links; thence, direct to the place of beginning. And the Board doth order that a certificate be granted to him accordingly.

EDWIN LEWIS, representative of McCole and McClendon; case commenced in page 708.

On due consideration, the Board is of opinion that this claimant is entitled to a right of pre-emption to one hundred and sixty acres of land, to be located as follows:

Beginning at the northwest corner of Edwin Lewis's three hundred and twenty acre tract, in the right of William Green; thence, due north, thirty-two chains; thence, due east, fifty chains; thence, due south, thirty-two chains; thence, direct to the place of beginning. And the Board doth order that a certificate be granted to him accordingly.

EDWIN LEWIS, representative of William Green; case commenced in page 711.

On due consideration, the Board is of opinion that this claimant is entitled to a right of pre-emption to three hundred and twenty acres of land, to be located as follows:

Beginning at the southeast corner of Bryan and Brewer's three hundred and twenty acre tract; thence, in the line of said tract, north, twenty degrees west, forty-nine chains, to the northeast corner thereof; thence, due north, twenty-five chains; thence, due east, fifty chains; thence, due south, seventy-one chains; thence, direct to the place of beginning. And the Board doth order that a certificate be granted to him accordingly.

MICAJAH WALL's case, commenced in page 656.

On due consideration, the Board is of opinion that this claimant is entitled to a right of pre-emption to three hundred and twenty acres of land, to be located as follows:

Beginning at the northeast corner of James Morgan's three hundred and twenty acre pre-emption tract, in the right of John Burney; thence, north, seventy-three and a half degrees west, sixty-seven chains fifty links; thence, north, sixteen and a half degrees east, forty-seven chains fifty links; thence, south, seventy-three and a half degrees east, sixty-seven chains fifty links; thence, direct to the place of beginning. And the Board doth order that a certificate be granted to him accordingly.

RAWLEY GREEN's case, commenced in page 733.

On due consideration, the Board is of opinion that the claimant is entitled to a right of pre-emption to three hundred and twenty acres of land, to be located as follows:

Beginning at the northwest corner of Joseph Westmoreland's one hundred and ninety-seven acre tract; thence, with the line of said tract, due east, to the west margin of the said river Tombigbee; thence, up the margin of the river, twenty-two chains; thence, due west, eighty chains; thence, due south, fifty-three chains; thence, due east,

to Westmoreland's line; and thence, with said line, to the place of beginning: *Provided, nevertheless*, That the said claimant first obtain, before a court of competent jurisdiction, a judicial decision in his favor against the adverse claim by virtue of a grant from the British Government of West Florida to Robert Farmer of one thousand acres, bearing date the 6th day of August, 1778. And the Board doth order that a certificate be granted to him accordingly.

BENJAMIN FEW's case, commenced in page 761.

On due consideration, the Board is of opinion that this claimant is entitled to a right of pre-emption to six hundred and forty acres of land, to be located as follows:

Beginning on the west bank of the Tombigbee river, at a place a few paces north of a deep gully or ravine near to a house now occupied by Lemuel Henry, and being a stake corner, formerly agreed upon by Sterling Dupree and Colonel Benjamin Few; thence, south, fifty-six degrees west, so far that a line therefrom, south, sixty-five degrees east, will strike the northwest corner of Howell Dupree's donation; thence, in the course of said Dupree's line, south, sixty-five degrees east, so far that a line therefrom due north, to the west margin of the Tombigbee, and up the margin of said river, to the place of beginning, shall include six hundred and forty acres. And the Board doth order that a certificate be granted to him accordingly.

YOUNG GAINS, representative of Dominique de Olive; case commenced in page 680.

Augustin Rochon was presented as a witness, and, being duly sworn, deposed, that he had frequently seen Dominique de Olive laboring and attending to his crop and negroes, on the land now claimed by Young Gains, as his representative.

Question. About what time did you see him on this plantation last?

Answer. About nine or ten years past.

That on this plantation there was a good store house and negro houses; that said Olive lived in the store house at such times as he resided on the plantation; that there was a large field, containing in or about thirty or forty acres cleared and cultivated.

The Board ordered that the case be postponed for consideration.

GEORGE BREWER, JUD. representative of Valentine Dubroca; case commenced in page 684.

Augustin Rochon was presented as a witness, and, being duly sworn, deposed, that he saw the son of Dubroca resided on the land in question, and overlooked the negroes of his father then working on this land; that this cultivation took place in the year 1795; that young Dubroca resided in the territory at that time, being an interpreter of the Indian language at Fort St. Stephen's.

The Board ordered that the case be postponed for consideration.

JAMES CALLIER, representative of Isabella Trouillet; case commenced in page 714.

Alphæus Sayre was produced as a witness, and, being duly sworn and interrogated by the Board, deposed, that he was not interested in this claim; that from the year 1800 to the year 1804, Joseph Campbell and Isabella Trouillet, his wife, inhabited and cultivated on the land now in question; that the extent of the cultivation was a garden, turnip field, and such like domestic cultivation; that on the 3d day of March, 1803, said Campbell was from home, and on business at or near New Orleans, but his family was then resident on said land; that Mr. Campbell and himself found them there on their return from New Orleans; that he had always understood, that Campbell left some property in his house on this land, and in the care of Alexis Trouillet, in order that he might have a home whenever he came there on business.

The Board ordered that the case be postponed for consideration.

JOHN B. TRENNIER's case, No. 186 on the docket of the Board, and No. 193 on the books of the Register.

Claim.—Of nine hundred and ninety-nine acres and nine-tenths of an acre, by virtue of a Spanish warrant of survey, under the first section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the following words and figures, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the third day of March, 1803, for receiving and adjusting the claims to lands south of Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situated on the east side of the west channel of the Mobile river, in the county of Washington, beginning at John Chastang's corner, running thence, east, one hundred and fifteen chains fifty-six links, to a stake; thence, south, nine degrees west, seventy-nine chains; thence, west, one hundred and fifteen chains fifty-six links to a red oak, on the bank of the said river; thence up the meanders of the river to the beginning; containing nine hundred and ninety-nine acres and nine-tenths of an acre having such shape, form, and marks as are represented in the plot annexed: is claimed by Nicholas Weeks, attorney, for said John Baptist Trennier, in and by virtue of Spanish warrant of survey; and is now exhibited to the Register of the Land Office established east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to a copy of the plot herewith filed.

NICHOLAS WEEKS,

Attorney for John B. Trennier.

MARCH, 1804.

[Plot omitted.]

Surveyed 3d March, 1804, by James Gordon. Chain bearers, James Callier, Hartwell Hardaway.

MOBILE, September 20, 1793.

His Excellency the GOVERNOR and INTENDANT GENERAL:

John Baptist Trennier, for him, and in his name, as lawful attorney for him, Simon Andrey, both inhabitants of this place, with the greatest respect represents, and lays before your excellency, and says, that there is a tract of land vacant, situate on the east side of Tombigbee river, containing twenty-five acres front, bounded on the north side by a creek called Hardrick, and on the south side by land the property of the petitioner; and as there never appeared any proprietor until now, he begs your excellency to grant him the above tract of land, it being vacant; and he being necessitated for such a tract of land, after his retire from the service as interpreter at Natchez, and that he may have some place of his own to retire to, and having slaves in number sufficient to cultivate the same, he begs your excellency to grant him the above petition, with papers of titles necessary which may correspond with the grant, for which favor he will be forever thankful.

SIMON ANDREY.

MOBILE, October 11, 1793.

His Excellency the GOVERNOR and INTENDANT GENERAL:

The person who petitions, in the name of John Baptist Trennier, is duly authorized and empowered as his lawful attorney, who has charge of all his property ever since he was named interpreter for the Walnut Hills. I next was informed, by some of the oldest inhabitants, that the land the above petitioner solicits is vacant, and that he has slaves sufficient to cultivate the same. Your excellency may dispose as it may seem best.

MANUEL DE LANZOS.

NEW ORLEANS, October 14, 1793.

The surveyor general, or any individual named by him for that business, shall establish that part of twenty-five acres front which the petitioner solicits, with forty in the profounder back as customary, not causing prejudice to neighbors, with the precise conditions of making the road, and clearing regularly in the peremptory space of one year; and if at the precise space of three years the land is not settled, during which period it cannot be alienated, this grant to remain null, under which supposition the business of settling the limits will be carried on in the tract, and remitted me, to provide the interested party with titles in form.

THE BARON DE CARONDELET.

Don Pedro Olivier, Captain in the Louisiana regiment of infantry, and Commandant, civil and military, of Mobile and its jurisdiction, certifieth, that the above concession of land is copied here exact from the original in these archives under my charge, for which I sign these presents, at Mobile, this thirty-first day of October, one thousand seven hundred and ninety-five.

PEDRO OLIVIER.

The above was compared exact with the original, by me,

JOAQN. DE OSORNO.

Translated from the Spanish grant,

THOMAS PRICE.

I, Thomas Price, of the post of Mobile, English interpreter for His Majesty the King of Spain, do solemnly swear, by the Almighty God, and by the Holy Cross, that this is a true and faithful translation of the Spanish grant, or writing hereunto annexed.

THOMAS PRICE.

Subscribed and sworn before the Board, March the 20th, 1804.—Attest: DAVID PARMELEE 2d, Clerk.

Entered in record of claims, vol. 2, page 15, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

Simon Andrey was presented as a witness, and, being sworn, deposed, that he was agent for John Baptist Trennier, and did, with his negroes, cultivate the land in question, on the 27th day of October, 1795; that said Trennier did at that time reside at, or near, the town of Natchez, and within the Mississippi territory, and that he was, in the month of October, 1793, more than twenty-five years of age.

The Board ordered that the case be postponed for consideration.

SIMON ANDREY's case, No. 187 on the docket of the Board, and No. 193 on the books of the Register.

Claim.—Of forty-nine acres and nine-tenths of an acre, by virtue of a Spanish warrant of survey, under the first section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the following words and figures, to wit:

To the Commissioners appointed in pursuance of an act of Congress passed the 3d day of March, 1803, for receiving and adjusting claims to lands south of the Tennessee river, and east of Pearl river.

Please to take notice, that the following tract of land, lying east of the Mobile river, butting and bounding as follows, viz: beginning at a stake on the bank of the river, running south, fifty-five degrees, east, four chains seventy-four links, to a stake on Charlotte Heral's line; thence, south, fifty degrees east, seven chains fifty links; thence, south, fifty-two degrees east, six chains; thence, south, fifty-four degrees east, seven chains fifty links; thence, south, forty-four degrees east, nine chains; thence, south, eighty degrees east, thirteen chains fifty links; thence, south, eighty-nine degrees east, twenty chains fifty links; thence, north, sixty-eight degrees east, three chains fifty links; thence, north, sixty-three degrees east, seven chains twenty links; thence, north, forty-two degrees east, ten chains fifty links; thence, north, twenty degrees east, five chains; thence, north, fifteen degrees east, five chains; thence, north, one degree west, five chains; thence, north, eight degrees west, one chain; thence, south, eight degrees east, four chains seventy-four links, to a stake on the river; thence, down the meanders, to the beginning corner, bounded southwardly by Charlotte Heral's land: is claimed by Simon Andrey, under and by virtue of a Spanish warrant, or order of survey, granted to the said Simon Andrey, as may appear by the original grant now delivered to the Register of the Land Office, to be established east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to a copy of the plot herewith filed.

CHASTANG, JUN.

Acting for Simon Andrey.

FORT STODDERT, March 21, 1804.

[Plot omitted.]

Surveyed by James Gordon. Chain bearers, Joseph Campbell and Gabriel Tissrah.

MOBILE, January 18, 1795.

SEIGNIOR GOVERNOR and INTENDANT GENERAL:

Simon Andrey, inhabitant of this district, with the greatest respect, represents to your excellency and says, that the land whereon he now lives, and for which he has a grant, is of no further use to him than for building his houses and keeping his stock or cow-pen; the land being very poor, and not fit for cultivation, he begs your excellency to grant him on the east side of the river Tombigbee, opposite the place whereon his house now stands, which land is suitable for cultivation; but there not being more than one and a half acres back from the river that is tillable land, after which it is a low, boggy, over-flowing land not to be inhabited, and in consequence of the narrow limits on the bank of the river not fit for cultivation; he begs your excellency to grant him thirty-two acres front on the river, as above mentioned in this petition, for which favor he will be forever thankful.

SIMON ANDREY.

SEIGNIOR GOVERNOR GENERAL of this Province, &c.

I have been informed by several inhabitants of this river, who confirm the above lands petitioned for to be vacant lands, and that the back part being inhabitable, is, as it is represented; but the front on the river being good tillable land, he having slaves in number sufficient to maintain and cultivate the same, he begs your excellency in favoring his petition, for which he will for ever pray.

MANUEL DE LANZOS.

MOBILE, January 19, 1793.

NEW ORLEANS, February 2, 1793.

The commandant of Mobile shall establish that part of thirty-two acres of land front, on the river, as mentioned in the petition, with its back or profounder of one and a half acres, as is mentioned in the above memorial, as it proves to be vacant land, without causing any detriment whatever, with these conditions precisely, of clearing roads and making lawful improvements within the term of one year; but should it be neglected for the term of three years, the same land shall again become vacant; and, during the above term of three years, the petitioner shall not

convey, bargain, or sell any part of the above lands, or cause it to be done, but shall give information of his fulfilling the above obligation within said term of time, that it may correspond with the titles given in regular form.

THE BARON DE CARONDELET.

The above is a true copy of the original in this office under my charge, which I certify in Mobile.

MANUEL DE LANZOS.

Translated from a copy of the original in Mobile.

THOMAS PRICE.

I, Thomas Price, of the post of Mobile, English interpreter for His Majesty the King of Spain, do solemnly swear by the Almighty God, and by the Holy Cross, that this is a true and faithful translation of the Spanish grant or writing hereto annexed.

THOS. PRICE.

Subscribed and sworn before the Board, March 21st, 1804.—Attest: DAVID PARMELEE 2d, Clerk.

Entered in record of claims, vol. 2, page 15, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

Augustin Rochon was presented as a witness, and, being duly sworn, deposed, that Simon Andrey did cultivate the land in question on the 27th of October, 1795, and that said Andrey was, in the month of February, 1793, more than twenty-five years of age.

The Board ordered that the case be postponed for consideration.

Adjourned until Tuesday, the 5th instant.

TUESDAY, June 5, 1804.

The Board met according to adjournment. Present: Ephraim Kirby, Robert C. Nicholas, Joseph Chambers.

NATT CHRISTMAS's case, commenced in page 765.

On due consideration, the Board is of opinion, that this claimant is entitled to a right of pre-emption to two hundred and seventy acres of land, to be located as follows: beginning at the northeast corner of Sterling Dupree's pre-emption on the west margin of the Tombigbee river; thence, up the margin of said river twenty-five chains; thence, north, sixty degrees west, so far that a straight line therefrom to the northwest corner of Sterling Dupree's pre-emption; and thence, with said Dupree's line to the place of beginning, shall include two hundred and seventy acres, bounded southwardly by said Dupree, and eastwardly on the river Tombigbee. And the Board doth order that a certificate be granted to him accordingly.

SIMPSON WHALEY's case, commenced in page 737.

On due consideration, the Board is of opinion that this claimant is entitled to a right of pre-emption to one hundred acres of land, to be located as follows: beginning on the west margin of Barrow's lake, at a water oak, near Welch's landing, being the northeast corner of Adam Scott's claim; thence, northwardly, along the margin of said lake, opposite to a large pine tree on the bluff, which was the corner designated in the plot of the claimant, as returned to the Register; and thence, due west, to and from said tree, so far that a line due south to the extreme point of this line, to the extreme point of a line due west from to the place of beginning, shall include one hundred acres, bounded south on Adam Scott's line. And the Board doth order that a certificate be granted to him accordingly.

ELISHA SIMMONS's case, commenced in page 650.

On due consideration, the Board is of opinion that this claimant is entitled to a right of pre-emption to six hundred and forty acres of land, to be located as follows: beginning on the west margin of the Tombigbee river, on the upper side of the mouth of Salt creek; thence, up the margin of said river, so far as to make thirty-eight chains on a due west line; thence, due south, so far that due east therefrom thirty-eight chains; and thence due north to the place of beginning, shall include six hundred and forty acres; *Provided, nevertheless*, That the said claimant first obtain, before a court of competent jurisdiction, a judicial decision in his favor against the adverse claim, by virtue of a grant from the British Government of West Florida to Robert Farmar, bearing date the 6th day of August, 1778. Also against the adverse claim by virtue of a like grant to Abraham Little, bearing date the 16th day of February, 1778. And the Board doth order that a certificate be granted to him accordingly.

SETH DEAN, representative of Jesse Thomas; case commenced in page 766.

On due consideration, the Board is of opinion that this claimant is entitled to a right of pre-emption to one hundred and ninety acres of land, to be located as follows: beginning at the southwest corner of Augustin Rochon's British grant; thence, with the said Rochon's line, north, twenty-one degrees east, to the south line of James Callier's pre-emption; thence, with said Callier's line, south, eighty-six degrees west, to said Callier's southwest corner; thence, south, eleven degrees east, twenty-seven chains; thence, north, eighty-six degrees east, to the place of beginning. And the Board doth order that a certificate be granted to him accordingly.

SETH DEAN's case, commenced in page 763.

On due consideration, the Board is of opinion that this claimant is entitled to a right of pre-emption to three hundred and twenty acres of land, to be located as follows: beginning on the west margin of the Tombigbee river, at the northeast corner of Adam Hollinger's pre-emption, and thence up the margin of said river, twenty-five chains; thence, south, eighty-six degrees west, one hundred and thirty-one chains; thence, due south, so far, that a straight line therefrom to the northwest corner of Adam Hollinger's pre-emption, and thence, with said Hollinger's line, north, eighty-six degrees east, to the place of beginning, shall include three hundred and twenty acres. And the Board doth order that a certificate be granted to him accordingly.

SETH DEAN, representative of James Lowe; case commenced in page 766.

On due consideration, the Board is of opinion that this claimant is entitled to a right of pre-emption to six hundred and forty acres of land, to be located as follows: beginning at the northeast corner of the pre-emption right allowed to the representative of John Wallis; thence, with the line of said Wallis's pre-emption, due south, to the southwest corner thereof; and thence, with the same line, due east, to the northwest corner of Thomas Bates's donation; and thence, with said Bates's line, due south, fifty chains; and thence, due west, so far that a line therefrom due north, and thence due east to the place of beginning, shall include six hundred and forty acres. And the Board doth order that a certificate be granted to him accordingly.

SETH DEAN, representative of John Wallace; case commenced in page 766.

On due consideration, the Board is of opinion that this claimant is entitled to a right of pre-emption to three hundred and twenty acres of land, to be located as follows: beginning on the margin of the Tombigbee river, three chains above the mouth of Bilbo's creek; thence, down the margin of said river to the northeast corner of Thomas Bates's donation; thence, with the line of said Bates due west, so far that a line therefrom due north, and thence due east to the place of beginning, shall include three hundred and twenty acres. And the Board doth order that a certificate be granted to him accordingly.

JOHN PICKERING's case, commenced in page 711.

On due consideration, the Board is of opinion that this claimant is entitled to a right of pre-emption of two hundred and eighty acres of land, to be located as follows:

Beginning at a wild plum tree in a prairie, being the place described in his plot returned to the Register's Office, as his beginning corner; thence, west, sixty chains; thence, south, twenty degrees, west, fifty chains; thence, east, sixty chains; thence, north, twenty degrees east, fifty chains, to the place of beginning. And the Board doth order that a certificate be granted to him accordingly.

TANDY WALKER and JOHN WALKER's case, commenced in page 732.

On due consideration, the Board is of opinion that the claimants are entitled to a right of pre-emption to three hundred and twenty acres of land, to be located as follows:

Beginning at a pine corner, described in the plot returned by the claimants to the Register's Office; thence, east, twenty-five chains, fifty links, crossing Laura's creek at thirteen chains; thence, north, fifty degrees east, forty chains; thence, north, fifty-seven degrees west, eighty chains; thence, south, thirty degrees west, sixty-nine chains; thence, south, sixty-three degrees east, forty-six chains, to the place of beginning. *Provided, nevertheless,* That the said claimants first obtain, before a court of competent jurisdiction, a judicial decision in their favor against the adverse claim, by virtue of a grant from the British Government of West Florida to Robert Farmer, bearing date the 6th of August, 1778. And the Board doth order that a certificate be granted to them accordingly.

PATRICK DONNELLY's case, commenced in page 707.

On due consideration, the Board is of opinion that this claimant is entitled to a right of pre-emption to three hundred and twenty acres of land, to be located as follows:

Beginning on the north side of Little Bassett's creek, at the northwest corner of the tract, so far from the present dwelling house of the claimant, as to leave the same in the centre of said tract; thence, due east, fifty-six chains seventy links; thence, due south, fifty-six chains, seventy links; thence, due west, fifty-six chains, seventy links; thence, due north, to the place of beginning. And the Board doth order that a certificate be granted to him accordingly.

WILLIAM MURRELL's case, commenced in page 705.

On due consideration, the Board is of opinion, that this claimant is entitled to a right of pre-emption to one hundred and sixty acres of land, to be located as follows:

Beginning on the west side of the Tombigbee river, at the upper corner of Elisha Simmons's six hundred and forty acre pre-emption tract; thence, up the margin of said river so far as to make twenty chains on a due west line; thence, due south, so far, that a due east line therefrom to the line of said Simmons's tract, and thence, with said line due north, to the place of beginning, shall include one hundred and sixty acres: *Provided, nevertheless,* That the said claimant first obtain, before a court of competent jurisdiction, a judicial decision in his favor, against the adverse claim, by virtue of a grant from the British Government of West Florida to Robert Farmer, bearing date the 6th day of August, 1778. Also against the adverse claim by virtue of a like grant to Abraham Little, bearing date the 16th day of February, 1778. And the Board doth order that a certificate be granted to him accordingly.

ISAAC STANLEY's case, commenced in page 732.

On due consideration, the Board is of opinion that this claimant is entitled to a right of pre-emption to one hundred acres of land, to be located as follows:

Beginning at a hickory corner, being the place described as the beginning in the plot of the claimant returned to the Register's Office; thence, north, ten degrees east, twenty-five chains; thence, north, eighty degrees west, forty chains; thence, south, ten degrees west, twenty-five chains; thence, direct to the place of beginning. And the Board doth order that a certificate be granted to him accordingly.

ZACHARIAH LANDRUM's case, commenced in page 733.

On due consideration, the Board is of opinion, that this claimant is entitled to a right of pre-emption to one hundred and fourteen acres of land, to be located as follows, to wit:

Beginning at a red oak, being the same described in the plot returned to the Register's Office, as his beginning corner; thence, north, seventeen degrees west, twenty-eight chains fifty links; thence, north, seventy-three degrees east, forty chains; thence, south, seventeen degrees east, twenty-eight chains fifty links; thence, direct to the place of beginning. And the Board doth order that a certificate be granted to him accordingly.

JOSEPH WILSON, representative of Joseph Dunbar; case commenced in page 707.

On due consideration, the Board is of opinion that this claimant is entitled to a right of pre-emption to six hundred and forty acres of land, to be located as follows:

Beginning on the margin of the Tombigbee river, on the west side thereof, half way between the claimant's house and the house of John Kennedy, which is also said Kennedy's beginning corner; thence, east, fifteen chains, with said Kennedy's line; thence, with said Kennedy's due south, to the southeast corner of said Kennedy's pre-emption; thence, due east, so far that a line therefrom due north, to the margin of said river, and thence, with the same, pursuing the meanders thereof, to the place of beginning, shall include six hundred and forty acres. And the Board doth order that a certificate be granted to him accordingly.

MATTHEW SHAW's case, commenced in page 651.

On due consideration, the Board is of opinion that this claimant is entitled to a right of pre-emption to three hundred and twenty acres of land, to be located as follows:

Beginning on the west margin of the Tombigbee river, at the upper corner of William Rogers's three hundred and twenty acre tract; thence, up the margin of said river, so far as to make thirty-three chains on a due north line; thence, due west, so far that a line therefrom, due south, shall strike the northwest corner of said Rogers's tract; and thence, with the line of said tract, due east, to the place of beginning. And the Board doth order that a certificate be granted to him accordingly.

SOLOMON BOYKIN, representative of Elizabeth Reed; case commenced in page 720.

On due consideration, the Board is of opinion that this claimant is entitled to a right of pre-emption to six hundred and forty acres of land, to be located as follows:

Beginning at the northeast corner of Isaac Ryan's six hundred and forty acre donation tract; and thence, with said Ryan's line, due west, to his northwest corner; and thence, due north, forty chains; thence, due east, one hundred and sixty chains; and thence, due south, to the place of beginning. And the Board doth order that a certificate be granted to him accordingly.

ROBERT SORREL, Senior's case, commenced in page 706.

On due consideration, the Board is of opinion that this claimant is entitled to a right of pre-emption to three hundred and twenty acres of land, to be located as follows:

Beginning on the north side of Little Bassett's creek, at the northwest corner of the tract, so far from the present dwelling house of the claimant, as to leave the same in the centre of said tract; thence, due east, fifty-six chains seventy links; thence, due south, fifty-six chains seventy links; thence, due west, fifty-six chains seventy links; thence, due north, to the place of beginning. And the Board doth order that a certificate be granted to him accordingly.

PRISCILLA MILES's case, commenced in page 771.

On due consideration, the Board is of opinion that this claimant is entitled to a right of pre-emption to one hundred and sixty acres of land, to be located as follows:

Beginning at the northwest corner of the tract, so far from the present dwelling house of the claimant, as to leave the same in the centre of said tract; thence, due east, forty chains; thence, due south, forty chains; thence, due west, forty chains; thence, due north, forty chains, to the place of beginning. And the Board doth order that a certificate be granted to her accordingly.

THOMAS MALONE's case, commenced in page 722.

On due consideration, the Board is of opinion that this claimant is entitled to a right of pre-emption to six hundred and forty acres of land, to be located as follows:

Beginning on the west margin of the Tombigbee river, on the upper corner of Francis Stringer's six hundred and forty acre pre-emption right; thence, with said Stringer's line, due west, to his northwest corner; thence, due north, forty chains; thence, due east, to the river; and thence, down the margin of the same, to the place of beginning. And the Board doth order that a certificate be granted to him accordingly.

Adjourned until Wednesday, June the 6th.

WEDNESDAY, June 6, 1804.

The Board met according to adjournment. Present: Ephraim Kirby, Robert C. Nicholas, Joseph Chambers.

WILLIAM ROGERS's case, commenced in page 650.

On due consideration, the Board is of opinion that this claimant is entitled to a right of pre-emption to three hundred and twenty acres of land, to be located as follows:

Beginning on the west margin of the Tombigbee river, at the upper corner of Raleigh Green's three hundred and twenty acre tract; thence, up the margin of said river, so far, as to make thirty-six chains on a due north line; thence, due west, so far that a line therefrom, due south, shall strike the northwest corner of said Green's tract; and thence, with said Green's line due east, to the place of beginning. And the Board doth order that a certificate be granted to him accordingly.

JOHN CANNEDA's case, commenced in page 710.

On due consideration, the Board is of opinion that this claimant is entitled to a right of pre-emption to six hundred and forty acres of land, to be located as follows:

Beginning on the margin of the Tombigbee river, on the west side thereof, at a place half way between the said claimant's dwelling house, and the house of Joseph Wilson; thence, due east, fifteen chains; thence, due south, so far that a line due west therefrom, to the lower line of James Denley's four hundred acre tract, and thence, with said line north, twenty degrees east, to the margin of the river, and thence, down the margin of the same, with the meanders thereof, to the place of beginning, shall include six hundred and forty acres. And the Board doth order that a certificate be granted to him accordingly.

WILSON CARMAN's case, commenced in page 736.

On due consideration, the Board is of opinion that this claimant is entitled to a right of pre-emption to one hundred and sixty acres of land, to be located as follows:

Beginning on the west bank of the Mobile river, near the house where Alexis Trouillet now lives, at the place established for the upper corner of land allowed to James Callier; thence, up the margin of said river, to a place below Fort Stoddert, near said Carman's landing, and also near where the present fence of said Carman strikes the river, and due east from a large oak tree near the river bank; thence, due west, so far that a due south line from the extreme point of this line to the extreme point of a due west line, from the place of beginning, shall include one hundred and sixty acres; which shall be bounded south on the north line of James Callier's land. And the Board doth order that a certificate be granted to him accordingly.

JOHN DENLEY's case, commenced in page 778.

On due consideration, the Board is of opinion that this claimant is entitled to a right of pre-emption to one hundred and sixty acres of land, to be located as follows:

Beginning on the margin of the Tombigbee river, on the west side thereof, at the upper corner of George Dickey's one hundred and sixty acre pre-emption; thence, with the line of said Dickey, due north, to his northeast corner; thence, due east, thirteen chains seventy-five links; thence, due south, to the margin of said river, and thence, down the same to the place of beginning; to include the number of acres above mentioned. And the Board doth order that a certificate be granted to him accordingly.

THOMAS SULLIVANT, Junior's, case, commenced in page 723.

On due consideration, the Board is of opinion that this claimant is entitled to a right of pre-emption to one hundred and ninety acres of land, to be located as follows:

Beginning on the west margin of the Tombigbee river, on the upper side of the mouth of Three River lake, at a hickory, being the lower corner of a Spanish warrant, confirmed to the heirs of Owen Sullivan, deceased; thence, with the waters of the upper branch of said lake, to the northeast corner of said Sullivan's land; thence, north, sixty-four degrees west, seventy-six chains, in the line of said Sullivan's land, to a corner stake; thence, in said line, south, thirty-eight degrees west, thirty-seven chains, to the bank of the Three River lake; thence, down the margin of said lake to the place of beginning. And the Board doth order that a certificate be granted to him accordingly.

LEVIN HAINSWORTH's case, commenced in page 770.

On due consideration, the Board is of opinion that this claim is not supported, and the same is accordingly disallowed.

NATHANIEL ROSS, representative of Henry Slaughter; case commenced in page 778.

On due consideration, the Board is of opinion that this claim is not supported, and the same is accordingly disallowed.

WILLIAM H. HARGRAVE's case, commenced in page 727.

On due consideration, the Board is of opinion that this claim is not supported, and the same is accordingly rejected.

THOMAS SULLIVANT's case, commenced in page 723.

On due consideration, the Board is of opinion that this claimant is entitled to a right of pre-emption to two hundred and forty acres of land, to be located as follows:

Beginning at a black gum, on the southeast corner, being the beginning corner in the plot returned by this claimant to the Register's Office; and thence, due west, sixty chains; thence, due north, forty chains; thence, due east, sixty chains; thence, due south, forty chains, to the place of beginning. And the Board doth order that a certificate be granted to him accordingly.

JOHN DUNN's case, commenced in page 721.

On due consideration, the Board is of opinion that this claimant is entitled to a right of pre-emption to six hundred and forty acres of land, to be located as follows:

Beginning on the west margin of the Tombigbee river, at the upper corner of Nathan Blackwell's six hundred and forty acre donation, and thence with said Blackwell's line, due west, to his northwest corner; thence, due north, fifty-five chains eighty links; thence, due east, to said river; and down the same, to the place of beginning. And the Board doth order that a certificate be granted to him accordingly.

WILLIAM HUNT's case, commenced in page 728.

On due consideration, the Board is of opinion that this claimant is entitled to a right of pre-emption to one hundred and sixty acres of land, to be located as follows:

Beginning at the southeast corner of the tract, thence, north, fifty degrees west, thirty-eight chains fifty links; thence, north, fifty-six degrees east, fifty-seven chains; thence, south, thirty-five degrees east, nine chains sixty-five links; thence, south, eighteen degrees east, twenty-two chains seventy links; thence, direct to the place of beginning. And the Board doth order that a certificate be granted to him accordingly.

WILLIAM H. HARGRAVE, representative of Stephen Williams; case commenced in page 726.

On due consideration, the Board is of opinion that this claimant is entitled to a right of pre-emption to three hundred and twenty acres of land, to be located as follows:

Beginning at the southwest corner of Richard Lee's six hundred and forty acre donation, in the right of Jordan Morgan; thence, with said Lee's line, due east, to the northwest corner of James Denley's two hundred and eighty acre tract; thence, with said Denley's line, due south, to his southwest corner, on the line of Hiram Moulenger's six hundred and forty acre donation; thence, with said Moulenger's line, due west, thirty-two chains fifty links; and thence, due north, so far that a due east line therefrom to Richard Lee's line, and thence with said line, due south, to the place of beginning, shall include three hundred and twenty acres. And the Board doth order that a certificate be granted to him accordingly.

PETER CARTWRIGHT's case, commenced in page 731.

On due consideration, the Board is of opinion that this claimant is entitled to a right of pre-emption to one hundred and sixty acres of land, to be located as follows:

Beginning at a hickory, being the same described in his plot returned to the Register's Office as his beginning corner; thence, south, eighty-four degrees east, fifteen chains; thence, north, nine degrees east, thirty-three chains fifty links; thence, north, thirty degrees west, thirty-three chains; thence, south, fifty-seven degrees west, thirty-three chains fifty links; thence to the beginning. And the Board doth order that a certificate be granted to him accordingly.

WILLIAM MORGAN's case, commenced in page 647.

On due consideration, the Board is of opinion that this claimant is entitled to a right of pre-emption to three hundred and twenty acres of land, to be located as follows:

Beginning at the northwest corner of said tract, so far from the present dwelling of the claimant as to leave the same in the centre thereof; thence, due east, fifty-six chains fifty links; thence, due south, fifty-six chains fifty links; thence, due west, fifty-six chains fifty links; thence, due north, to the beginning. And the Board doth order that a certificate be granted to him accordingly.

EDMUND SMITH's case, commenced in page 708.

On due consideration, the Board is of opinion that this claimant is entitled to a right of pre-emption to four hundred and twenty-two acres of land, to be located as follows:

Beginning at a live oak, on the north line of the lands of Godfrey Helverston's heirs, eighteen chains from the west bank of Mobile river; thence, north, nine degrees west, along the line of Edward Gatland, thirty chains, to a corner; thence, north, seventy-seven degrees west, so far that a line from the extreme point of this line south, ten degrees west, to intersect a line from the place of beginning, north, seventy-seven degrees west, shall include four hundred and twenty-two acres; bounded south on the lands of Godfrey Helverston's heirs, east and north by Edward Gatland's pre-emption. And the Board doth order that a certificate be granted to him accordingly.

JOHN WAMACK's case, commenced in page 716.

On due consideration, the Board is of opinion that this claimant is entitled to a right of pre-emption to two hundred and forty acres of land, to be located as follows:

Beginning at a pine, being the same described in his plot returned to the Register's Office as his beginning corner; thence, south, sixty-two degrees west, forty chains; thence, north, twenty-eight degrees west, sixty chains; thence, north, sixty-two degrees east, forty chains; thence, direct to the beginning. And the Board doth order that a certificate be granted to him accordingly.

GEORGE FARRAR's case, commenced in page 758.

On due consideration, the Board is of opinion that this claimant is entitled to a right of pre-emption to three hundred and twenty acres of land, to be located as follows:

Beginning at the place where John Johnson's Spanish warrant, Moses Moore's Spanish warrant, claimed by Ann Lawrence, his representative, and Bridget Burk's donation corner together; thence, with said Bridget Burk's line, to the northwest corner of James Lowe's pre-emption; thence, with the line of said Lowe's land, due south, twenty-five chains; thence, due west, seventy chains; thence, due north, so far that a line therefrom, due east, to John Johnson's line, and thence with said Johnson's line, due east, to the place of beginning, shall include three hundred and twenty acres. And the Board doth order that a certificate be granted to him accordingly.

GEORGE DICKEY's case, commenced in page 764.

On due consideration, the Board is of opinion that this claimant is entitled to a right of pre-emption to one hundred and sixty acres of land, to be located as follows:

Beginning on the margin of the Tombigbee river, on the west side thereof, at the upper corner of Ephraim Barker's donation; thence, with said Barker's line, due north, to his corner; and continuing the same course so far that a line therefrom, due east, thirteen chains and twenty-five links, and thence, due south, to the margin of said river, and thence down the same to the place of beginning, shall include one hundred and sixty acres. And the Board doth order that a certificate be granted to him accordingly.

JOHN DEASE's case, commenced in page 704.

On due consideration, the Board is of opinion that this claimant is entitled to a right of pre-emption to three hundred and twenty acres of land, to be located as follows:

Beginning on the southeast corner, on the east side of Bilbo's creek, and so far therefrom as to leave the mill dam and saw mill of the said Dease, which are now erected, in the centre of said tract; and thence, due west, fifty-six chains seventy links; thence, due north, fifty-six chains seventy links; thence, due east, fifty-six chains seventy links; thence, due south, fifty-six chains seventy links, to the place of beginning. And the Board doth order that a certificate be granted to him accordingly.

HEIRS OF EMANUEL CHENEY's case, commenced in page 726.

On due consideration, the Board is of opinion that the lawful heirs of the said Emanuel Cheney, deceased, are entitled to the right of pre-emption to two hundred and fifty-three acres of land, to be located as follows:

Beginning at a post oak, being the same described in their plot returned to the Register's Office as their beginning corner; thence, north, seventy-three degrees east, fifty-five chains; thence, north, fourteen degrees east, sixteen chains ten links; thence, north, sixty-one degrees west, sixty chains sixteen links; thence, south, thirty-five degrees west, twenty-seven chains fifty links; thence, direct to the beginning. And the Board doth order that a certificate be granted to them accordingly.

CHARLES CASSETER's case, commenced in page 731.

On due consideration, the Board is of opinion that this claimant is entitled to one hundred acres of land, to be located as follows:

Beginning at a hickory, being the same described in his plot returned to the Register's Office as his beginning corner; thence, north, forty-three degrees east, thirty-one chains sixty links; thence south, forty-seven degrees east, thirty-one chains sixty links; thence, south, forty-three degrees west, thirty-one chains sixty links; thence, north, forty-seven degrees west, thirty-one chains sixty links, to the beginning: *Provided, nevertheless*, That the said claimant first obtain, before a court of competent jurisdiction, a judicial decision in his favor against the adverse claim, by virtue of a grant from the British Government of West Florida to Robert Farmar, bearing date the 6th of August, A. D. 1778. And the Board doth order that a certificate be granted to him accordingly.

JOHN HAWKINS's case, commenced in page 768.

On due consideration, the Board is of opinion that this claimant is entitled to a right of pre-emption to one hundred and fifty acres of land, to be located as follows:

Beginning at a willow, standing near two hickories, on the bank of Mobile river, being the southeast corner of Richard Barrow's donation claim; thence, westwardly, with said Barrow's line, till it strikes Barrow's creek; thence, down the margin of said creek and lake, so far that a due east line from thence to the Mobile river shall include one hundred and fifty acres; to be bounded eastwardly by the west shore of the Mobile river, northwardly by Richard Barrow's south line, westwardly by the eastern shore of Barrow's creek and lake, and southwardly by a due east line drawn from said lake to the river Mobile. And the Board doth order that a certificate be granted to him accordingly.

SAMFORD McCLENDON's case, commenced in page 733.

On due consideration, the Board is of opinion that this claimant is entitled to a right of pre-emption to one hundred acres of land, to be located as follows:

Beginning at a post oak, being the same described in his plot returned to the Register's Office as his beginning corner; thence, south, seventy-one degrees west, thirty-seven chains eighty-six links; thence, south, twenty-two degrees west, twenty chains; thence, north, seventeen degrees east, forty-seven chains fifty links; thence, direct to the beginning. And the Board doth order that a certificate be granted to him accordingly.

SIMON ANDREY's case, commenced in page 683.

On due consideration, the Board is of opinion that this claimant is entitled to a right of pre-emption to twenty-four acres of land, to be located as follows:

Beginning at a stake, the corner of lands confirmed to Joseph Chastang, on the west bank of Mobile river; thence, running up the margin thereof, to the corner of lands confirmed to said Andrey, under the first section of the act; and thence, back with the courses of said Andrey and Chastang, so far as to include twenty-four acres. And the Board doth order that a certificate be granted to him accordingly.

JOHN GORDON's case, commenced in page 734.

On due consideration, the Board is of opinion that this claimant is entitled to a right of pre-emption to one hundred and thirteen acres of land, to be located as follows:

Beginning at a post oak, being the same described in his plot returned to the Register's Office as his beginning corner; thence, south, five degrees east, thirty-three chains fifty links; thence, south, fifty-seven degrees east, eleven chains fifty-seven links; thence, north, eighty-five degrees east, twenty chains; thence, north, five degrees west, forty chains; and from thence to the beginning. And the Board doth order that a certificate be granted to him accordingly.

THOMAS GOODWIN, representative of Daniel Kennedy; case commenced in page 775.

On due consideration, the Board is of opinion that this claimant is entitled to a right of pre-emption to three hundred and twenty acres of land, to be located as follows:

Beginning at the northeast corner of Thomas Goodwin's three hundred and twenty acre tract, claimed in the right of Hiram Moulger; thence, with the line of said tract, due south, to the northeast corner of Solomon Wheat's two hundred acre tract, and continuing the same course, forty-nine chains and fifty links in all; thence, due east, sixty-five chains; thence, due north, to Benjamin Harrison's southeast corner; thence, with said Harrison's line, due west, to the place of beginning. And the Board doth order that a certificate be granted to him accordingly.

WILLIAM GILLIAM, representative of John Clark; case commenced in page 713.

On due consideration, the Board is of opinion that this claimant is entitled to a right of pre-emption to one hundred and sixty acres of land, to be located as follows:

Beginning on the north side of a branch, which runs near to the present dwelling house of the claimant, at a pine, being his beginning corner mentioned in his plot entered in the Register's Office; thence, due south, forty chains; thence, due west, forty chains; thence, due north, forty chains; thence, due east, to the place of beginning. And the Board doth order that a certificate be granted to him accordingly.

Adjourned until Saturday, the 9th instant.

SATURDAY, June 9, 1804.

The Board met according to adjournment. Present: Ephraim Kirby, Robert C. Nicholas, Joseph Chambers.

Adjourned until Tuesday, the 12th instant.

TUESDAY, June 12, 1804.

The Board met according to adjournment. Present: Ephraim Kirby, Robert C. Nicholas, Joseph Chambers.

RICHARD BRASHEAR, representative of Patrick Brewer; case commenced in page 655.

John Brewer, Esquire, and Solomon Wheat, were presented as witnesses, and, being duly sworn and interrogated, they deposed, that they had no interest in this claim; that the said Brashear inhabited and cultivated on the land in question before the 3d day of March, 1803, on that day, and that he had continued to reside and cultivate thereon ever since.

SOLOMON WHEAT's case, commenced in page 654.

Jordan Morgan and Richard Brashear were presented as witnesses, and, being duly sworn and interrogated, they deposed, that they were not interested in this case; that Solomon Wheat inhabited and cultivated on the land in question on the 3d day of March, 1803, and had continued to inhabit and cultivate the same ever since.

The Board ordered that the case be postponed for consideration.

SOLOMON JOHNSON's case, commenced in page 603.

John Brewer, Esquire, and Jordan Morgan, were presented as witnesses, and, being duly sworn and interrogated, they deposed, that they knew that Solomon Johnson inhabited and cultivated the land in question before and on the 3d day of March, 1803, and had continued to inhabit and cultivate thereon ever since; and that said Johnson was, on said 3d day of March, more than twenty-one years of age, and a married man.

The Board ordered that the case be postponed for consideration.

JORDAN MORGAN's case, commenced in page 713.

Richard Brashear and Solomon Wheat were presented as witnesses, and, being duly sworn and interrogated, they deposed, that they were not interested in this case.

The said Brashear further testified, that Jordan Morgan inhabited and cultivated on said land before and on the 3d day of March, 1803, and that the same land had been cultivated ever since by William H. Hargrave, Esquire, for account of said Morgan.

The said Wheat also testified, that he believed that Jordan Morgan inhabited and cultivated on said land before and on the 3d day of March, 1803; that he saw William H. Hargrave, Esquire, cultivating thereon in the summer of 1803.

The Board ordered that the case be postponed for consideration.

HEZEKIAH CARTER, representative of Robert Jones; case commenced in page 710.

Jordan Morgan and Thomas Wheat were presented as witnesses, and, being duly sworn and interrogated, they deposed, that they had no interest in this case; that said Carter inhabited and cultivated on the land in question before and on the 3d day of March, 1803, and had continued to inhabit and cultivate the same ever since; that said Carter was, on said 3d day of March, more than twenty-one years of age.

The Board ordered that the case be postponed for consideration.

Adjourned until Friday, the 15th instant.

FRIDAY, June 15, 1804.

The Board met according to adjournment. Present: Ephraim Kirby, Robert C. Nicholas.

Adjourned until Monday, the 18th instant.

MONDAY, June 18, 1804.

The Board met according to adjournment. Present: Robert C. Nicholas.

Adjourned until Thursday, the 20th instant.

THURSDAY, June 21, 1804.

The Board met according to adjournment. Present: Ephraim Kirby, Robert C. Nicholas.

Adjourned until Saturday, the 23d instant.

SATURDAY, June 23, 1804.

The Board met according to adjournment. Present: Ephraim Kirby, Robert C. Nicholas.

JOHN BREWER, representative of Charles Arbon Demoy; case commenced in page 685.

Richard Brashear and John Denley were presented as witnesses, and, being duly sworn and interrogated, they deposed, that they had no interest in this claim; that Charles Arbon Demoy resided on the land in question, superintending his business and laborers, in the year 1795, and fully believed that he continued there until after the 25th of October, 1795; that his principal residence was at Mobile, and on a plantation which he had below; but that he spent a part of his time every year at this place, where he had a black family; and, from particular circumstances, knew that he was here as above mentioned.

The Board ordered that the case be postponed for consideration.

Adjourned until Tuesday, the 26th instant.

TUESDAY, June 26, 1804.

The Board met according to adjournment. Present: Ephraim Kirby, Robert C. Nicholas.

Adjourned until Friday, the 29th instant.

FRIDAY, June 29, 1804.

The Board met according to adjournment. Present: Ephraim Kirby, Robert C. Nicholas, Joseph Chambers.

YOUNG GAINS, representative of Dominique de Olive; case commenced in page 680.

On due consideration, the Board is of opinion that this claim is supported agreeably to the requirements of law, and that the claimant is entitled to a patent for eight hundred acres of land, to be located as follows, to wit:

Beginning on the margin of the Tombigbee river, on the west side thereof, at the upper corner of George Brewer, Junior's, eight hundred acre tract, claimed under Valentine Dubroca's Spanish warrant; thence, with said Brewer's line, due west, so far that a line therefrom, due north, sixty-three chains and twenty-five links, and thence, due west, to the margin of said river, and thence, down the same, with the meanders thereof, to the place of beginning, shall include eight hundred acres. And the Board doth order that a certificate be granted to him accordingly.

THOMAS MALONE, representative of John Arnot; case commenced in page 774.

On due consideration, the Board is of opinion that this claim is supported agreeably to the requirements of law, and that the claimant is entitled to a patent for four hundred and eighty acres, to be located as follows, to wit:

Beginning on the west bank of the Tombigbee river, at the upper corner of George Brewer, Junior's, six hundred and twenty-nine acre donation tract, in his own right; thence, up the margin of said river, so far as to make thirty-seven chains and twenty links, on a due west line; thence, due south, so far that a due east line therefrom, thirty-seven chains and twenty links, to George Brewer, Junior's, line, and thence, with the same, due north, to the place of beginning, shall include four hundred and eighty acres. And the Board doth order that a certificate be granted to him accordingly.

JOHN CHASTANG's case, commenced in page 672.

On due consideration, the Board is of opinion that this claim is supported agreeably to the requirements of law, and that the claimant is entitled to a patent for one thousand nine hundred and thirty-eight acres of land, to be located on the west side of the west channel of the Mobile river, as follows, to wit:

Beginning at the mouth of Groggall creek, on the north side thereof, and thence, running up the west margin of the Mobile river, to the mouth of Cedar creek; and thence, extending westwardly, upon the south margin of said creek, and due west from the mouth of Groggall creek, so far that a due north and south line, drawn between the extreme western points of said lines, shall include one thousand nine hundred and thirty-eight acres. And, also, on the east side of said west channel of Mobile river, beginning opposite to the mouth of Groggall creek; thence, due east, eleven chains; thence, northwardly, up said river, pursuing the meanders thereof, at the distance of eleven chains from the east margin thereof, to a point, directly opposite to the mouth of Cedar creek, and due east therefrom; and thence, due west, eleven chains, to the river. And the Board doth order that a certificate be granted to him accordingly.

GEORGE BREWER, representative of Valentine Dubroca; case commenced in page 684.

On due consideration, the Board is of opinion that this claim is supported agreeably to the requirements of law, and that the claimant is entitled to a patent for eight hundred acres of land, to be located as follows, to wit:

Beginning on the margin of the Tombigbee river, on the west side thereof, at the upper corner of John Brewer's eight hundred acre tract, claimed under Charles Arbon Demoy; thence, with said Brewer's line, due west, so far that a line therefrom, due north, sixty-three chains twenty-five links, and thence, due east, to the margin of said river, and thence, down the same, with the meanders thereof, to the place of beginning, shall include eight hundred acres. And the Board doth order that a certificate be granted to him accordingly.

JOHN BREWER, representative of Charles Arbon Demoy; case commenced in page 685.

On due consideration, the Board is of opinion that this claim is supported agreeably to the requirements of law, and that the claimant is entitled to a patent for eight hundred acres of land, to be located as follows, to wit:

Beginning on the west margin of Tombigbee river, at the upper corner of James Denley's one thousand acre tract, claimed under Daniel Ward's Spanish warrant; thence, with the line of said James Denley, due west, one hundred and four chains; thence, due north, so far that a line therefrom due east, to the margin of said river, and down the same to the place of beginning, shall include eight hundred acres. And the Board doth order that a certificate be granted to him accordingly.

JOSEPH CHASTANG's case, commenced in page 714.

On due consideration, the Board is of opinion that this claim is supported agreeably to the requirements of law, and that the claimant is entitled to a patent for six hundred and forty acres of land, to be located as follows, to wit:

Beginning at a stake at Simon Andry's fence, on the bank of the river Mobile; thence, down the west margin of said river, so far as to make fifty-one chains in a due south line; thence, south, sixty-four degrees west, so far that a line therefrom, due north, shall strike the southwest corner of John Baptist Trennier's three hundred and twenty-seven acre tract; thence, with the line of tract, north, fifty-one degrees east, to the southwest corner of Simon Andry's twenty-four acre pre-emption tract; thence, with the line of said tract, to the place of beginning. And the Board doth order that a certificate be granted to him accordingly.

RICHARD BRASHEAR, representative of Patrick Brewer; case commenced in page 655.

On due consideration, the Board is of opinion that this claim is not supported; but that, upon the evidence exhibited, the said Richard Brashear is entitled, under the third section of said act, to a right of pre-emption to six hundred and forty acres of land, to be located as follows, to wit:

Beginning on Hiram Moulger's line, at the southwest corner of William H. Hargrave's three hundred and twenty acre pre-emption, in the right of Stephen Williams; thence, with said Moulger's line, due west, to his northwest corner, and in the same course, seventy-one chains; thence, due north, ninety chains; thence, due east, seventy-one chains, to said Hargrave's line; and thence, with the line of said Hargrave, due south, to the place of beginning. And the Board doth order that a certificate be granted accordingly.

JAMES CALLIER, representative of Joseph Anderson; case commenced in page 662.

On due consideration, the Board is of opinion that this claim is not supported; but that, upon the evidence exhibited, the said James Callier is entitled, under the third section of said act, to a right of pre-emption to six hundred and forty acres of land, to be located as follows, to wit:

Beginning on the west bank of the Tombigbee river, at the southeast corner of Thomas Carson's donation; and thence, with said Carson's lower line, south, eighty-six degrees west, one hundred and sixty chains; thence, south, eleven degrees east, forty chains; thence, north, eighty-six degrees east, to the west margin of the river Tombigbee; thence, up the margin of said river, to the place of beginning. And the Board doth order that a certificate be granted to him accordingly.

JAMES CALLIER, representative of Isabella Trouillet; case commenced in page 714.

On due consideration, the Board is of opinion that this claim is not supported; but that, upon the evidence exhibited, the said James Callier is entitled, under the third section of said act, to a right of pre-emption to six hundred and forty acres of land, to be located as follows, to wit:

Beginning on the west bank of the river Mobile, on the bluff near where Alexis Trouillet now lives, so that a due west line therefrom will leave said house twenty-five links on the south side of said line; thence, running due west eighty chains, or one mile, and thence, due south, so far that a due east line therefrom to the west bank of the sluice, or bayou, which puts out from the Mobile below Fort Stoddert, and thence, up the margin of said bayou and river, to the place of beginning, shall include six hundred and forty acres, exclusive of one-half of an acre fronting on the river bank, where the cotton-house now stands, and extending back so as to leave said house as nearly central as may be, which said half acre is reserved for the future use and disposition of the United States. And the Board doth order that a certificate be granted to him accordingly.

JORDAN MORGAN's case, commenced in page 713.

On due consideration, the Board is of opinion that this claim is not supported; but that, upon the evidence exhibited, the claimant is entitled, under the third section of said act, to a right of pre-emption to six hundred and forty acres of land, to be located as follows, to wit:

Beginning on the west margin of the Tombigbee river, at a sassafras at the mouth of Steep Gut, being the place called Ward's old corner, and is also the northeast corner of Nicholas Perkins's three hundred and six acre tract, claimed under Thomas Wheat's Spanish warrant, and the southeast corner of James Denley's one thousand acre tract, claimed under Daniel Ward's Spanish warrant; thence, with said Denley's line, due west, one hundred and twenty-six chains forty-nine links; thence, due south, so far that a due east line therefrom to the line of said Perkins above mentioned, and thence, with said Perkins's line, to the place of beginning, shall include six hundred and forty acres. And the Board doth order that a certificate be granted accordingly.

SOLOMON WHEAT's case, commenced in page 651.

On due consideration, the Board is of opinion that this claim is not supported; but that, upon the evidence exhibited, the claimant is entitled, under the third section of said act, to a right of pre-emption to two hundred acres of land, to be located as follows, to wit:

Beginning at the northeast corner of James Scott's three hundred and twenty acre tract; thence, with the line thereof, due west, fifty chains; thence, due north, forty chains; thence, due east, fifty chains; thence, due south, to the place of beginning. And the Board doth order that a certificate be granted to him accordingly.

SOLOMON JOHNSON's case, commenced in page 801.

On due consideration, the Board is of opinion that this claim is not supported, but that, upon the evidence exhibited, the claimant is entitled, under the third section of the act, to a right of pre-emption to one hundred acres of land, to be located as follows, to wit:

Beginning at the northeast corner on the north side of a branch of Johnson's creek, so far from the present dwelling-house of the said Johnson, as to leave his said dwelling house in the centre of said tract; thence, due south, thirty-one chains seventy-five links; thence, due west, thirty-one chains seventy-five links; thence, due north, thirty-one chains seventy-five links; thence, due east, to the place of beginning, containing one hundred acres. And the Board doth order that a certificate be granted to him accordingly.

HEZEKIAH CARTER, representative of Robert Jones; case commenced in page 710.

On due consideration, the Board is of opinion that this claim is not supported; but that, upon the evidence exhibited, the claimant is entitled, under the third section of the act, to a right of pre-emption to three hundred and twenty acres of land, to be located as follows, to wit:

Beginning at the northeast corner of Hardy Wootton's six hundred and fifteen acre donation, in the right of William Hunt; thence, with said Wootton's line, due west, eighty chains; thence, due north, forty chains; thence, due east, eighty chains; thence, due south, to the place of beginning. And the Board doth order that a certificate be granted to him accordingly.

Adjourned until Tuesday, the 3d instant.

TUESDAY, July 3, 1804.

The Board met according to adjournment. Present: Ephraim Kirby, Robert C. Nicholas, Joseph Chambers.

JOHN BAPTIST TRENNIER's case, commenced in page 794.

On due consideration, the Board is of opinion that this claim is supported agreeably to the requirements of law, and that the claimant is entitled to a patent for one thousand acres, to be located in the following manner, to wit:

Beginning on the east bank of the west channel of the Mobile river, opposite the mouth of Groggall creek, at the lower corner of land confirmed to Doctor John Chastang, then running down the margin of said river, so far as to make seventy-nine chains in a straight line; thence, due east, so far that a line drawn from the extreme point of this line to the east point of a line due east, from the place of beginning, shall include one thousand acres. *Provided, nevertheless*, That this tract shall not extend down the river so far as to interfere with the lines of the land confirmed to Simon Andry. And the Board doth order that a certificate be issued to him, the said claimant, accordingly.

SIMON ANDREY's case, commenced in page 795.

On due consideration, the Board is of opinion that this claim is supported agreeably to the requirements of law, and that the claimant is entitled, to a patent for forty-eight acres of land, to be located in the following manner, to wit:

Beginning at a stake on the east bank of the west channel of the Mobile river, at the place where the plot returned by this claimant to the Register, commences; and thence, following down the east margin of said river, one hundred and one chains and twenty links; thence, east, so far that a corresponding line with the margin of said river, to a point due east from the place of beginning, shall include forty-eight acres. And the Board doth order that a certificate be granted to him accordingly.

WILLIAM COLEMAN, representative of Simon Favre; case commenced in page 718.

On due consideration, the Board is of opinion that this claim is not supported agreeably to the requirements of law, and the claimant is not entitled to a patent for the land by him claimed, in the manner and form aforesaid.

YOUNG GAINS's case, commenced in page 679.

On due consideration, the Board is of opinion that this claim is not supported agreeably to the requirements of law, and the claimant is not entitled to a patent for the land by him claimed, in the manner and form aforesaid.

Adjourned until Friday, the 6th instant.

FRIDAY, July 6, 1804.

The Board met according to adjournment. Present: Ephraim Kirby, Robert C. Nicholas, Joseph Chambers.

Adjourned until Monday, the 9th instant.

MONDAY, July 9, 1804.

The Board met according to adjournment. Present: Ephraim Kirby, Robert C. Nicholas.

Adjourned until Thursday, the 12th instant.

THURSDAY, July 12, 1804.

The Board met according to adjournment. Present: Robert C. Nicholas.

Adjourned until Saturday, the 14th instant.

SATURDAY, July 14, 1804.

The Board met according to adjournment. Present: Ephraim Kirby, Robert C. Nicholas.

Adjourned until Monday, the 16th instant.

MONDAY, July 16, 1804.

The Board met according to adjournment. Present: Ephraim Kirby, Robert C. Nicholas.

EDWARD LLOYD WAILES, representative of John Baker; case commenced in page 773.

Joseph Westmoreland and Elijah Simmons were presented as witnesses, and, being duly sworn, they deposed, that they were acquainted with the hand writing of Pleasant Rose, and having inspected two papers then before the Board of Commissioners, the one purporting to be an agreement made by said Rose with John Baker, respecting the possession and occupancy of the land in question, dated the 16th day of September, 1803; and the other a receipt to said Baker for one hundred dollars, in satisfaction for improvements made on said land, dated June 20, 1803, that they verily believed that the name of Pleasant Rose, subscribed to said papers, was written by said Rose, and that the same was his genuine signature; that Emanuel Cheney, one of the subscribing witnesses to said writings, was dead, and that William Brewer, the other subscribing witness, did not reside within this territory. The said Westmoreland further testified, that since he gave his former testimony in this case, he had recollected several circumstances, from which he was fully convinced that the said Pleasant Rose was in the occupancy and possession of the land in question after the 3d of March, 1803, as well as before that time; that he verily believed that said Rose resided there on said 3d of March.

On due consideration, the Board is of opinion that this claimant is entitled to a right of pre-emption to six hundred and forty acres of land, to be located as follows, to wit:

Beginning at the northeast corner of James Griffin's six hundred and eighteen acre donation tract, on the line of John Chastang; thence, with said line, due north, eighty chains; thence, due west, eighty chains; thence, due south, eighty chains; thence, due east, eighty chains, to the place of beginning; and the Board doth order that a certificate be granted to him accordingly.

SOLOMON JOHNSON's case, No. 188 on the docket of the Board, and No. 30 on the books of the Register.

Claim—A donation of six hundred and forty acres, under the second section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the words and figures following, viz:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting the claims to lands south of Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situated on the waters of Johnson's creek, in the county of Washington, beginning at a white oak, and running south, fifty degrees west, fifty-five chains, to a red oak; thence, south, thirty-three degrees west, forty-five chains, to a pine; thence, north, eighty-three degrees west, sixty-five chains, to a dogwood; thence, north, seventy degrees west, eighty-two chains, to a pine; thence, with Johnson's creek, to the beginning; containing six hundred and forty acres, having such shape, form, and marks, both natural and artificial, as are fully represented in the plot annexed: is claimed by Solomon Johnson, in and by virtue of the

second section of said act, as a donation, and is now exhibited to the Register of the Land Office east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to the copy of the plot herewith filed.

MARCH 13, 1804.

[Plot omitted.]

SOLOMON JOHNSON, his \times mark.

Entered in record of claims, vol. 1, page 81, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

The foregoing notice and plot ought to have been entered in vol. 2, page 518.

HOBUCKINTOOPA, WEDNESDAY, May 1, 1805.

The Board of Commissioners convened at this place. Present: Robert C. Nicholas, Joseph Chambers.

NICHOLAS WEEKS, executor of Dominique de Olive; case No. 189 on the docket of the Board, and No. 2 on the books of the Register.

Claim—Of eleven hundred and ninety-nine acres and six-tenths of an acre, by virtue of a Spanish warrant of survey, under the first section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the words and figures following, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting claims to lands south of the river Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situated on the east side of the Mobile river, in Washington county, beginning at a gum, and running thence, south, sixty-two degrees east, one hundred and thirty-six chains and thirty-nine links, to a stake; thence, north, eight degrees east, ninety-four chains eighty links, to a stake; thence, south, sixty-two degrees east, one hundred and thirty-six chains thirty-nine links, to a beech; thence, with the river, to the beginning; containing one thousand one hundred and ninety-nine acres and six-tenths of an acre, having such shape, forms, and marks, both natural and artificial, as are represented in the plot annexed: which said tract of land is claimed by Nicholas Weeks, executor of Dominique de Olive, in and by virtue of a Spanish warrant of survey, and is now exhibited to the Register of the Land Office east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to a copy of a plot herewith filed.

MARCH 10, 1804.

[Plot omitted.]

NICHOLAS WEEKS,
One of the Executors of Dominique de Olive.

Surveyed March 8, 1804, by James Gordon. Chain bearers, William Weathers. John Burgess.

In support of this claim a Spanish warrant was exhibited, in the words and figures following, to wit:

MOBILE, December 6, 1793.

To his Excellency the GOVERNOR GENERAL of these provinces:

Dominique de Olive, an old inhabitant of this place, with the most profound respect due to your excellency, lays before you, that, at the end of the year 1791, or at the commencement of 1792, he solicited, through the means of the commandant of Mobile, at that epoch, a cession of land of thirty acres front, with the ordinary depth of forty, bounded on the north with a tract belonging to M. Narcis Broutan, and on the south by another belonging to M. Augustin Rochon, the same that was then found vacant, having no proprietor; the aforesaid commandant knowing this, permitted him to clear, labor, and cultivate the land, it being so that it is more than five years ago since he possessed it, gathering therefrom his victuals, without any one appearing to reclaim it; and having solicited the copy of the original cession, it was not to be found in the archives of this place, therefore he humbly begs of your excellency to grant him another cession of the same tract for security at all times, for which he will be forever thankful.

DOMINIQUE DE OLIVE.

MOBILE, December 6, 1794.

To his Excellency the GOVERNOR GENERAL of these provinces:

There is no doubt remains with me in what the petitioner relates to your excellency; but, in order to be more certain, I listened to other old inhabitants of probity, who have assured me of the same, and the original document could have been very easily mislaid in these archives, and it seems to me that no prejudice will occur by granting another cession; but your excellency's benevolence will dispose of it for the best.

MANUEL DE LANZOS.

NEW ORLEANS, December 26, 1794.

The Surveyor General of this province, or the person named for this purpose, will settle the above named petitioner upon the thirty acres of land in front that he solicits, with the ordinary depth of forty acres, in the place that the preceding memorial describes, being vacant, and not causing any prejudice to the neighbors, with the precise conditions of making the road, and clearing regularly, in the peremptory space of one year; and if, at the precise space of three years, the land is not settled, (during which period it cannot be alienated,) this grant to remain null; under which supposition, the business of settling the limits will be carried on in the tract, and remitted me, to provide the interested party with titles in form.

BARON DE CARONDELET.

MOBILE, January 10, 1804.

Copy of the original grant that remains in the archives of this place commanded by me, the which I certify.

JOAQUIN DE OSORNO. [L. s.]

I, Thomas Price, of the post of Mobile, English interpreter for his Majesty the King of Spain, do solemnly swear by the Almighty God and by the Holy Cross, that this is a true and faithful translation of the Spanish grant or writing hereto annexed.

THOMAS PRICE.

Subscribed and sworn before the Board, March 20, 1804.—Attest: DAVID PARMELEE 2d, Clerk.

Entered in record of claims, east side Tombigbee, vol. 1, page 6, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

The Board ordered that the case be postponed for consideration.

Adjourned until Saturday, the 4th instant.

SATURDAY, May 4, 1805.

The Board met according to adjournment. Present: Robert C. Nicholas, Joseph Chambers.

Adjourned until Monday, the 6th instant.

MONDAY, May 6, 1805.

The Board met according to adjournment. Present: Robert C. Nicholas, Joseph Chambers.

BENJAMIN FEW's case, No. 190 on the docket of the Board, and No. 84 on the books of the Register.

Claim.—A right of pre-emption of six hundred and forty acres, under the third section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the words and figures following, to wit:

To the Commissioners appointed to settle and adjust claims to lands south of Tennessee, and east of the Pearl river.

GENTLEMEN:

The annexed plot represents a tract of land situated on the east of the Mobile river, about one mile below the forks of the Alabama and Tombigbee rivers, containing six hundred and four acres; is claimed by the subscriber in virtue of the third section of the act of Congress, passed the 3d day of March, 1803, which plot is now delivered to the Register of the Land Office, to be recorded agreeably to the aforesaid act of Congress. To all which he begs leave to refer.

BENJAMIN FEW.

Surveyed March 23, 1804, by John Milliken. Chain bearers, John Airs and David Williams.

Entered in record of claims, (east side,) vol. 1, page —, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

The above named chain bearers were sworn before James Callier, Justice of the Peace.

Natt Christmas was presented as a witness, and, being duly sworn, deposed, that some time in January, 1802, Benjamin Few came to his house with his negroes from Georgia; that he, (Christmas) was confident that Few built, inhabited, and cultivated on the land claimed, in the said month of January, and that he had inhabited and cultivated on said land ever since, by his negroes and overseers, until January or February last, when his negroes and overseers removed therefrom for a short time; that they soon afterwards returned to the improvement and cultivation thereof: that he believed Few was in the actual habitation and cultivation thereof, on the 3d day of March, 1803; and that said Benjamin Few was, on the said 3d day of March, more than twenty-one years of age; that he had heard that said land was claimed in virtue of a Spanish warrant of survey, granted to Dominique de Olive, but that he had never seen said warrant.

The Board ordered that the case be postponed for consideration.

Adjourned until Thursday, the 9th instant.

THURSDAY, May 9, 1805.

The Board met pursuant to adjournment. Present: Robert C. Nicholas, Joseph Chambers.

Adjourned until Saturday, the 11th instant.

SATURDAY, May 11, 1805.

The Board met according to adjournment. Present: Robert C. Nicholas, Joseph Chambers.

NICHOLAS WEEKS, executor of Dominique de Olive; case commenced in page 804.

John Baker and Gabriel Tisrah were presented as witnesses, and, being duly sworn, the said Baker deposed, that in the year 1795, and for several years before and after, Dominique de Olive cultivated on the land in question; that he resided on said land in the summer season, and at Mobile, with his family, in the winter; that he left a negro or two on the plantation in the seasons of winter, and took therefrom his other negroes, as was customary among French planters, during the winter months; that on the 26th day of December, 1794, Dominique de Olive was more than twenty-one years of age.

The said Tisrah deposed, that Dominique de Olive cultivated and lived, in the summer season, on the land in question, in the year 1795, and continued thereon, with about ten negroes, until after Fort Stoddert was built: that he was an old man on the 26th of December, 1794, and the head of a family.

The Board ordered that the case be postponed for consideration.

Adjourned until Monday, the 13th instant.

MONDAY, May 13, 1805.

The Board met according to adjournment. Present: Robert C. Nicholas, Joseph Chambers.

JOSEPH THOMPSON, representative of Adam Hollinger; case No. 191 on the docket of the Board, and No. 6 on the books of the Register.

Claim.—A right to seven hundred and thirty acres, by virtue of a Spanish warrant of survey, under the first section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the words and figures following, viz:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting claims to land south of the Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situated on the east of the Tombigbee, fronting on the Alabama river, in the county of Washington, beginning on the Alabama river, on John Randon's line, running, south, twenty-three degrees east, seventeen chains, to a cypress; thence, south, fifty-six degrees west, eleven chains, George Weekley's corner, which is a cotton tree; thence, south, thirty-seven degrees west, five chains, to a stake, on Weekley's line; south, fifty-six degrees west, thirty-six chains, to a gum corner; thence, due west, with Phillips's line, ninety chains, to a stake; thence, north, five degrees west, seventy-seven chains, to Mims's line, to a stake; thence, south, seventy degrees east, seventy chains fifty links, to a sassafras corner; thence, with the river to the beginning; and bath such forms and marks, both natural and artificial, as are fully represented in the plot annexed, containing seven hundred and thirty acres: is claimed by Joseph Thompson, legal representative of Adam Hollinger, in and by virtue of a Spanish warrant and survey, and is now exhibited to the Register of the Land Office, established east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to a copy of the plot herewith filed.

JOSEPH THOMPSON,

Legal representative of Adam Hollinger.

MARCH 26, 1804.

[Plot omitted.]

Surveyed March 24, 1804, by John Milliken. Sworn chain bearers, James McConnell and William Thomas.

In support of this claim, a Spanish warrant of survey was exhibited in the words and figures following, to wit:

His Excellency DON ESTEVAN MIRO, Colonel of the Royal army, Governor civil and military, of the city and province of Louisiana, &c.

Adam Hollinger, inhabitant of Mobile jurisdiction, with the greatest respect to your excellency, represents and says, there is found on Tensaw river, twenty acres of land, on an island by the name of Nanna Hubba; the said

land until now never had any proprietor: he begs your excellency to grant him the above petition, with papers of titles necessary, from the Secretary of Government, which may correspond with the concession, for which favor he will be forever thankful.

MOBILE, October 10, 1787.

ADAM HOLLINGER.

Don Vicent Folch, captain of the Louisiana regiment of infantry, commandant civil and military of the place of Mobile, and its district, certifies, that the land the petitioner solicits is vacant, by information from the different inhabitants, who are knowing to the said place of land, above mentioned. Mobile, the day and date above mentioned.

VICENT FOLCH.

NEW ORLEANS, October 22, 1787.

The Surveyor General of this province, Don Carlos Laveau Tredeau, shall establish that part of land of twenty acres front, with its profounder of forty acres, as customary, as it is vacant, not causing any prejudice to any neighbors, at the same place mentioned in the above petition, with the precise conditions of making the road and clearing regularly, in the peremptory space of one year; and if, at the precise space of three years, the land is not settled, during which period it cannot be alienated, this grant to remain null; under which supposition the business of settling the limits will be carried on in the tract, and remitted to me to provide the interested party with titles in form.

ESTEVEAN MIRO.

MOBILE, November, 29, 1787.

Certified that the above is a true copy of the original in the office of this place.

SANTIAGO DE LA SAUSSAYE, *notary public*.

The above is a copy of the Spanish grant.

THOMAS PRICE.

The above was compared exact with the original in this office under my charge, by me,

JOAQN. DE ORSONO. [L. s.]

I, Thomas Price, of the post of Mobile, English interpreter to His Majesty the King of Spain, do solemnly swear by the Almighty God, and by the Holy Cross, that this is a true translation of the Spanish grant or writing hereto annexed.

THOMAS PRICE.

Subscribed and sworn, before the Board, March 21, 1804.—Attest: DAVID PARMELEE 2d, *Clerk*.

Entered in record of claims, (east of Tombigbee,) vol. 1, page 30, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, *Register*.

William Pierce and John Mills were presented as witnesses, and, being duly sworn, they deposed, that the land now claimed was cultivated by Joseph Thompson, the present claimant, on the 27th day of October, 1795, who had continued to cultivate the same ever since; that, in consequence of the said land being situated in an island, and being occasionally covered by the water, it was an improper and unhealthy situation for a dwelling-house; that the principal cultivation made by said Thompson, for the support of himself and family, had been on the land in question.

Question. Was Adam Hollinger on the 22d of October, 1787, twenty-one years of age?

Answer. Adam Hollinger was, on the 22d of October, 1787, as they believed, more than twenty-one years of age.

Question. Are you, or either of you, interested, or to be interested, in the establishment of this claim?

Answer. We are not.

On the back of the said Spanish warrant of survey is an endorsement in the words and figures following, to wit:

FORT STODDERT, March 26, 1804.

For a valuable consideration, I hereby assign and make over to Joseph Thompson, Esquire, all my right, title, interest, and claim, of and unto the within Spanish warrant of survey, to him, his heirs and assigns, forever.

In witness whereof I hereunto set my hand and seal, the day and year above written.

ADAM HOLLINGER, his \times mark.

Witness, EDWARD LLOYD WAILES.

The Board ordered that the case be postponed for consideration.

JOSEPH THOMPSON's case, No. 192 on the docket of the Board, and No. 78 on the books of the Register.

Claim.—A donation of six hundred and forty acres, under the second section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the words and figures following, viz:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting claims to land south of Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situated on the east side of the Alabama river, on Hollow creek, adjoining Samuel Mimms on the south, and James Randon on the north, containing six hundred and forty acres: is claimed by Joseph Thompson, in and by virtue of the second section of said act, as a donation, and is now exhibited to the Register of the Land Office established east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to a copy of the plot herewith filed.

APRIL 30, 1805.

WILLIAM PIERCE, for
JOSEPH THOMPSON.

[Plot omitted.]

Surveyed 29th April, 1804, by J. Milliken.

Entered in record of claims, (east side,) vol. 1. page —.

JOSEPH CHAMBERS, *Register*.

John Mills and William Pierce were presented as witnesses, and, being duly sworn and interrogated by the Board, they deposed, that they were not interested in this claim; that Joseph Thompson, the claimant, did inhabit and cultivate the land in question, in the year 1797, long before, and ever since that time, viz: that he had been in the continual occupation and cultivation thereof, in and about fourteen years last past, and that the said Joseph Thompson was, in the year 1797, more than twenty-one years of age, and the head of a family.

The Board ordered that the case be postponed for consideration.

WILLIAM PIERCE and JOHN PIERCE; case No. 193 on the docket of the Board, and No. 82 on the books of the Register.

Claim.—A donation of six hundred and forty acres, as representatives of Jeremiah Phillips, under the second section of the act.

The claimants presented their claim, together with a surveyor's plot of the land claimed, in the words and figures following, to wit:

To the Commissioners appointed in pursuance of the act of Congress, passed the 3d day of March, 1803, for receiving and adjusting claims to land south of Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situate on the east side of the river Tombigbee, in the county of Washington, beginning at the Alabama river, running north, thirty degrees west, sixty chains, to a gum; west, twenty-eight chains; south, twelve degrees east, one hundred and twenty-five chains; and hath such forms and marks, both natural and artificial, as are represented in the plot annexed, containing six hundred and forty acres: is claimed by William and John Pierce, in and by virtue of a donation, and is now exhibited to the Register of the Land Office established east of Pearl river, to be recorded as directed by said act. To all which they beg leave to refer, as also to a copy of the plot herewith filed.

APRIL 29, 1805.

W. & JOHN PIERCE.

Surveyed by J. Milliken.

[Plot omitted.]

Entered in record of claims, (east side,) vol. 1, page —.

JOSEPH CHAMBERS, Register.

The claimants exhibited a deed of conveyance from Jeremiah Phillips, bearing date the 27th of April, 1805, duly executed and duly proven, conveying to William and John Pierce, all his the said Phillips's right, title, and claim to said tract of land, and the improvements thereon made.

John Mills and George Weekley were presented as witnesses, and, being duly sworn and interrogated by the Board they deposed, that they were not interested in this claim, that the land in question was situated in Nanna Hubba island; that it could not be inhabited, by reason of its being frequently covered with water, and that the said land was actually cultivated, by the said Jeremiah Phillips, in the year 1797; that he was at that time twenty-one years of age, and the head of a family.

The Board ordered that the case be postponed for consideration.

JOHN MILLS's case, No. 194 on the docket of the Board, and No. 30 on the books of the Register.

Claim.—A donation of three hundred and fifty-five acres, under the second section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the words and figures following, to wit:

To the Commissioners appointed in pursuance of an act of Congress passed the 3d day of March, 1803, for receiving and adjusting claims to lands south of the Tennessee river, and east of Pearl river.

Please to take notice, that the following tract of land, situated on the east side of Tombigbee in Nanna Hubba island, in the county of Washington, beginning at two willows, thence, up the Alabama river, north, twenty-one degrees west, to three cotton trees; thence, across said island, south, thirty degrees, to a corner maple, on said river; thence, down said river, to the beginning, south, fifty-five degrees east; containing three hundred and fifty-five acres, having such shape, form, and marks, both natural and artificial, as are represented in the plot annexed: is claimed by John Mills, in and by virtue of the second section of this act, as a donation, and is now exhibited to the Register of the Land Office, to be recorded as directed by said act. To all which he begs leave to refer, as also to a copy of the plot herewith filed.

MARCH 26, 1804.

[Plot omitted.]

JOHN MILLS.

Surveyed February 13, 1804, by John Milliken. Chain bearers, James Mills and Francis Killingworth.

Entered in record of claims, (east side,) vol. 1, page 106, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

Joseph Thompson and Moses Stedham were presented as witnesses, and, being duly sworn and interrogated by the Board, they deposed, that they were not interested in this claim; that John Mills, the present claimant, cultivated the land in question in the year 1797, and had continued in the occupancy and cultivation thereof ever since; that they believed that the said Mills was, in the year 1797, more than twenty-one years of age, and that he was the head of a family.

The Board ordered that the case be postponed for consideration.

FRANCIS KILLINGWORTH, representative of William Mills; case No. 195 on the docket of the Board, and No. 38 on the books of the Register.

Claim.—A donation of six hundred and forty acres, under the second section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the words and figures following, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting claims to lands south of Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situated on the east side of Tombigbee and Alabama rivers, in the county of Washington, beginning on a pine corner; running thence, south, seventy-five degrees east, nine chains; thence, north, twenty degrees east, twenty-four chains, to a pine corner; thence, north, seventy-five degrees east, eighty-two chains, to a pine corner; thence, south, fifteen degrees east, sixty-four chains, to a stake corner; thence, south, seventy-five degrees west, one hundred and five chains, to a stake corner; thence, to the beginning; and hath such shape, forms and marks, both natural and artificial, as are fully represented in the plot annexed; containing six hundred and forty acres: is claimed by Francis Killingworth, legal representative of William Mills, in and by virtue of the second section of this act, as a donation, purchased of said William Mills, and is now exhibited to the Register of the Land Office established east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to a copy of the plot herewith filed.

MARCH 26, 1804.

[Plot omitted.]

FRANCIS KILLINGWORTH.

Surveyed February 15, 1804, by John Milliken. Chain bearers, James Mills and William McDaniel.

Entered in record of claims, (east of Tombigbee,) vol. 1, page 111, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

In support of this claim, the last will and testament of Thomas Hudson, deceased, was exhibited, bearing date the 25th day of February, 1800, duly executed and proven; in and by which the said Hudson devised and bequeathed to Sarah Hall, (the daughter of Charles Hall,) all his estate, both real and personal, "by her freely to be possessed and enjoyed."

A certificate was also exhibited, in the following words, to wit:

I do hereby certify that I joined in matrimony William Mills and Sarah Hall, agreeable to the laws of this territory. Given under my hand, 17th March, 1800.

JAMES THOMPSON, J. P.

A writing in the words following was also exhibited, viz:

This obligation witnesseth, that I have this day bargained and sold a certain tract of land, formerly the property of Thomas Hudson, deceased, and now the property of William and Sarah Mills, to Francis Killingworth, for the sum of two hundred dollars; and I do further obligate myself to quit claim of the said land for the two hundred dollars. As witness my hand, this 4th day of February, 1804.

WILLIAM MILLS.

Witness, JOHN MILLS.

Joseph Thompson and John Mills were presented as witnesses, and, being duly sworn and interrogated by the Board, they deposed, that they were not interested in this claim; that the land now claimed by Francis Killingworth was inhabited and cultivated in the year 1797, by Thomas Hudson; and that said Hudson was, in the year 1797, more than twenty-one years of age; that the same Francis Killingworth, in whose name this claim is filed, was dead.

The Board ordered that the case be postponed for consideration.

GEORGE WEEKLEY, representative of Michael Skipper; case No. 196 on the docket of the Board, and No. 28 on the books of the Register.

Claim.—A right to one hundred and sixty-one acres, by virtue of a Spanish warrant of survey, under the first section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the words and figures following, to wit:

To the Honorable Commissioners appointed to settle claims to lands south of Tennessee and east of Pearl river.

GENTLEMEN:

MARCH 23, 1804.

Please to take notice, that I claim one hundred and sixty-one acres of land, on the east side of the river Tombigbee, and on the west side of the river Alabama, by virtue of a Spanish warrant, in the name of Michael Skipper, dated the 9th February, 1788, which is now delivered to the Register of the Land Office to be recorded, to which I beg leave to refer, as also to the within plot.

GEORGE WEEKLEY.

[Plot omitted.]

Surveyed 16th February, 1804, by John Milliken. Chain bearers, Robert Dunn, James McConnell.

The claimant exhibited a Spanish warrant of survey, in the words and figures following, to wit:

His Excellency Don ESTEVAN MIRO, Colonel of the Royal army. Governor civil and military of the city and province of the Louisiana, &c. &c. &c.

MOBILE, January 18, 1788.

Michael Skipper, inhabitant of Mobile jurisdiction, with the greatest respects, represents to your excellency, and says, that there is, on Tenshaw river, twelve acres of land that never had any proprietor until this present time; he begs your excellency to grant him the said land, with the profounder as customary; with papers of titles from the Secretary of Government, which may correspond with the concession; for which favor he will be forever thankful.

MICHAEL SKIPPER.

Don Vicent Folch, captain of the fixed Louisiana regiment, commandant, civil and military, of Mobile and its district, certify, that the land the petitioner solicits is vacant, by information from the different inhabitants of note, who are knowing said land; to which I sign these presents, the above day and date.

VICENT FOLCH.

NEW ORLEANS, February 9, 1788.

The surveyor of this province, Don Carlos Laveau Tredeau, shall establish that part of land of twelve acres front, with the profounder of forty acres, as customary, as it is vacant, not causing any prejudice to any neighbors, at the same place mentioned in the above petition, with the precise conditions of making the road, and clearing regularly, in the peremptory space of one year; and if, at the precise space of three years, the land is not settled, during which period it cannot be established, this grant to remain null, under which supposition, the business of settling the limits will be carried on in the tract, and remitted me, to provide the interested party with titles in form.

ESTEVAN MIRO.

MOBILE, March 11, 1788.

Certified that the above is compared with the original in the office of this place.

SANTIAGO DE LA SAUSSAYE, *Public Notary.*

The above is a copy of the Spanish grant.

THOMAS PRICE.

The above was compared exact with the original in this office, under my charge, by me.

JOAQUIN DE OSORNO. [L. s.]

I, Thomas Price, of the post of Mobile, English interpreter for His Majesty the King of Spain, do solemnly swear, by the Almighty God, and by the Holy Cross, that this is a true and faithful translation of the Spanish grant or writing hereto annexed.

THOMAS PRICE.

Subscribed and sworn before the Board, March 23d, 1804.—Attest: DAVID PARMELEE 2d, *Clerk.*

Entered in record of claims, (east of Tombigbee,) vol. 1, page 99, by EDWARD LLOYD WAILES, for JOSEPH CHAMBERS, *Register.*

The claimant exhibited a deed of conveyance, in Spanish, from Michael Skipper, purporting to convey to John Joyce all the said Skipper's right, title, and claim to said tract of land; on the back of which deed of conveyance there are two endorsements or assignments, in the following words and figures, to wit:

MOBILE, March 2, 1792.

I do hereby assign unto Cornelius Dunn, his heirs and assigns, all my right and title to the tract of land, houses, &c. mentioned on the other side, having received the full consideration money agreed upon between Mr. Cornelius Dunn and me.

JOHN JOYCE.

TENSAW, November 1, 1796.

I do hereby assign unto George Weekley, his heirs and assigns, all my right and title to the tract of land, houses, &c. mentioned, on west side of Alabama river, having received the full consideration agreed upon between Mr. George Weekley and me.

CORNELIUS DUNN.

John Randon and Cornelius Dunn were brought forward as witnesses, and, being duly sworn and interrogated by the Board, they deposed, that they were not interested in this claim; that the land in question was cultivated and inhabited by Cornelius Dunn, on the 27th day of February, 1795; and that Michael Skipper was at that time twenty-one years of age.

The Board ordered that the case be postponed for consideration.

NARCISO BROUTIN's case, No. 197 on the docket of the Board, and No. 17 on the books of the Register.

Claim.—A right to eight hundred acres, by virtue of a Spanish warrant of survey, under the first section of the act. The claimant presented his claim, together with a surveyor's plot of the land claimed, in the words and figures following, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting the claims to lands south of Tennessee, and east of Pearl river.

WASHINGTON COUNTY, MISSISSIPPI TERRITORY, March 20, 1804.

Please to take notice, that the following tract of land, situated on the east side of the Alabama river, beginning at a stake corner, running north, thirty four degrees east, seventy-two chains, to a stake corner; thence, south, fifty-six degrees east, sixty-three chains and twenty-four links, to a corner stake; thence, south, twenty-seven degrees west, one hundred and twenty-seven chains, to a corner stake on Olive Domie's line; thence, north, sixty-three degrees west, forty-seven chains, on the aforesaid line, to the river; thence, with the river, to the beginning; containing 800 acres: is claimed by Narciso Broutin, having such forms and marks, both natural and artificial, as are represented in the plot annexed. The said land is claimed in and by virtue of the first section of the said act of Congress, by a Spanish grant bearing date the 10th January, 1794, and now exhibited to the Register of the Land Office to be recorded, as directed by said act. To all which he begs leave to refer, as also to a copy of the plot hereunto annexed.

YOUNG GAINS,

Attorney in fact for Narciso Broutin.

Surveyed, 19th March, 1804, by Thomas Bilbo. Chain carriers, John Johnson, Esquire, and Joseph Lawrence.

The claimant exhibited a Spanish warrant of survey, in the following words and figures, to wit:

MOBILE, December 22, 1793.

His Excellency the GOVERNOR and INTENDANT GENERAL:

Don Narciso Broutin, lieutenant of militia, of this place, with the greatest respects to your excellency, represents and says, that, between the two rivers Tombigbee and Alabama, there is a tract of twenty acres of land front, limited on the north by vacant land, and on the south the same, which land is vacant and King's commons, and, being desirous of cultivating the same, begs your excellency to grant him the above petition, with papers of titles necessary, which may correspond with the cession, for which favor he will be forever thankful.

NARCISO BROUTIN.

MOBILE, December 33, 1793.

His Excellency the GOVERNOR and INTENDANT GENERAL:

By information from the inhabitants of this jurisdiction, the land abovementioned is vacant, having no claimant, and his intention is to cultivate the same. Your excellency may dispose as it may seem best.

MANUEL DE LANZOS.

NEW ORLEANS, January 10, 1794.

The Surveyor General, or some individual named by him for that business, shall establish that part of twenty acres front, with the profundor of forty acres, as customary, as it is vacant, not causing prejudice to any person, at the same place mentioned in the above petition, with the precise conditions of making the road, and clearing regularly, in the peremptory space of one year; and if, at the precise space of three years, the land is not settled, during which period it cannot be alienated, this grant to remain null; under which supposition, the business of settling the limits will be carried on in the tract, and remitted me, to provide the interested party with titles in form.

THE BARON OF CARONDELET.

MOBILE, February 2, 1794.

Certieth this is a copy of the original in this office under my charge.

MANUEL DE LANZOS.

The above is a copy of the Spanish grant.

THOMAS PRICE.

The above was compared exact with the original in this office, under my charge, by me,

JOAQUIN DE ORSONO.

I, Thomas Price, of the post of Mobile, English interpreter for His Majesty the King of Spain, do solemnly swear, by the Almighty God, and by the Holy Cross, that this is a true and faithful translation of the Spanish grant or writing hereto annexed.

THOMAS PRICE.

Subscribed and sworn before the Board, March 21st, 1804.—Attest: DAVID PARMELEE 2d, Clerk.

Entered in record of claims, (east side) vol. 1, page 66, by EDWARD LLOYD WAILES, for JOSEPH CHAMBERS, Register.

Cornelius Dunn was presented as a witness, and, being duly sworn and interrogated by the Board, he deposed, that he had no interest in this claim; that, to the best of his recollection, the land in question was cultivated by Narciso Broutin, or to his use, on the 27th day of October, 1795; that the said Broutin was, on the 10th day of January, 1794, more than twenty-one years of age, and the head of a family; that the said Broutin was, on the 27th day of October, 1795, an inhabitant of the town of Mobile, and that his principal place of cultivation was on the land in question; that he, Dunn, knew of no interfering claim.

The Board ordered that the case be postponed for consideration.

HEIRS OF JOHN LINDER, JUN.; case No. 198 on the docket of the Board, and No. 12 on the books of the Register.

Claim.—A right to eight hundred acres, by virtue of a Spanish warrant of survey under the first section of the act. The claimants presented their claim, together with a surveyor's plot of the land claimed, in the words and figures following, viz:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d of March, 1803, for receiving and adjusting claims to lands south of the Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situated on the east of Tombigbee and Alabama rivers, and west side of Tensaw lake, in the county of Washington, beginning on the Alabama river, and west side of

Tensaw lake, at an ash and maple; thence, north, seventy-five degrees east, one hundred and twenty-seven chains, to a hickory corner; thence, north, fifteen degrees west, sixty-three chains, to a cypress corner; thence, south, seventy-five degrees west, one hundred and twenty-seven chains, partly on Pine-log creek, to a boggy gut and stake; thence, down the Alabama river to the beginning; and hath such marks and forms, both natural and artificial, as are fully represented in the plot annexed, containing eight hundred acres: is claimed by John Mills, attorney in fact for the heirs of John Linder, Jun. in and by virtue of a Spanish warrant of survey, and is now exhibited to the Register of the Land Office established east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to the copy of the plot herewith filed.

JOHN MILLS,
For the heirs of John Linder, Junior.

MARCH 26, 1804.

[Plot omitted.]

Surveyed 10th February, 1804, by John Milliken. Chain bearers, James Mills and Francis Killingworth.

The claimants exhibited a Spanish warrant of survey, in the following words and figures, to wit:

His Excellency ESTEVAN MIRO, Colonel of the Royal army, Governor civil and military of the city and province of the Louisiana, &c. &c.

John Linder, Jun. inhabitant of Mobile jurisdiction, with the greatest respect to your excellency, petitions and says, there is found on the Tensaw river, twenty acres of vacant land, situate on the west side of said river, which land, until this present, never had any proprietor: he prays your excellency to grant him, as proprietor of said land, with the profounder as customary, and deliver him, through the Secretary of Government, the corresponding titles of concession, for which favor from your excellency the petitioner will be forever thankful.

JOHN LINDER, JUN.

Don Vicent Folch, captain in fixed Louisiana regiment, commandant civil and military of Mobile place and its jurisdiction, certifies, that the land the petitioner solicits is found vacant by information taken to that effect, from several inhabitants who are well knowing to the said land, for which I sign these presents the day and date above.

VICENT FOLCH.

NEW ORLEANS, May 2, 1798.

The commandant will inform me the reasons of the above petitioner's soliciting that tract of land, and whether he is in great necessity for it or not.

MIRO.

NEW ORLEANS, June 3, 1798.

The commandant of Mobile shall establish this individual on the twenty acres of land front he solicits, with the profounder, as customary, of forty, at the same place mentioned in the above petition, as it is vacant, not causing prejudice to neighbors, with the precise conditions of making the road and clearing regularly, in the peremptory space of one year; and if, at the precise space of three years, the land is not settled, after which period it cannot be established, this grant to remain null, under which supposition the business of settling the limits will be carried on in the tract, and remitted me to provide the interested party with titles in form.

ESTEVAN MIRO.

MOBILE, May 14, 1798.

Compared with the original existing in the archives of this place, from which this copy was drawn, the same I certify.

MANUEL DE LANZOS.

The above is a copy of the Spanish grant.

THOS. PRICE.

The above was compared exact with the original in this office, under my charge, by me,

JOAQUIN DE OSORNO.

I, Thomas Price, of the post of Mobile, English interpreter for His Majesty the King of Spain, do solemnly swear, by the Almighty God, and by the Holy Cross, that this is a true and faithful translation of the Spanish grant or writing hereunto annexed.

THOS. PRICE.

Subscribed and sworn before the Board, March 21st, 1804.—Attest: DAVID PARMELEE 2d, Clerk.

Entered in record of claims, (east side,) vol. 1, page 50, by EDWARD LLOYD WAILES, for
JOSEPH CHAMBERS, Register.

Joseph Thompson and Moses Sedham were presented as witnesses, and, being duly sworn and interrogated by the Board, they depused, that they were not interested in this claim; that the land claimed by the heirs of John Linder, Junior, was inhabited and cultivated by them on the 27th day of October, 1795, and that it had been inhabited and cultivated ever since; that they, the deponents, believed that John Linder, Junior, in whose name the land in question is claimed, was, on the 3d day of June, 1798, the head of a family, and twenty-one years of age.

Question. Does or does not the improvement, made by John Linder, Jun. in his life-time, and by his heirs since his death, extend from the dwelling houses to a point on the Alabama river, next adjoining the head of the Tensaw lake, where it makes out of the Alabama.

Answer by both. It does.

The Board ordered that the case be postponed for consideration.

BENJAMIN HOOVEN's case, No. 199 on the docket of the Board, and No. 33 on the books of the Register.

Claim.—A donation of five hundred and sixty-six acres, under the second section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the following words and figures, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting the claims to lands south of Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situated on the east side of Tombigbee river, on the Alabama river, beginning on a peach tree, runs south, seventy-eight degrees west, forty-two chains, to a cypress corner; thence, with Pine-log creek, to the river; thence, south, eighty-six degrees west, twenty-four chains, thence, north, thirty-nine degrees west, fifty-four chains; thence, north, seventy-five degrees west, eight chains; thence, south, fifty-eight degrees west, eight chains fifty links; south, twenty-six degrees west, eight chains; thence, south, fourteen chains; thence, south, twenty-six degrees east, twenty-six chains; thence, south, fifty-four degrees east, to boggy-gut; thence, with the gut to Mills's corner; thence, north, eighty-six degrees east, and one hundred and fourteen chains, to a wild plum; thence, north, fifteen degrees west, twenty chains, to the beginning, containing five hundred and sixty-six acres; having such forms and marks, both natural and artificial, as are represented in

the plot annexed: is claimed by Benjamin Hooven, in and by virtue of a donation right; and is now exhibited to the Register of the Land Office established east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to a copy of the plot herewith filed.

BENJAMIN HOOVEN.

MARCH 26, 1804.

[Plot omitted.]

Surveyed 22d March, 1804, by John Milliken. Chain bearers, James McConnell and Levi Qualls.

Entered in record of claims, vol. 1, (on the east side) page 107, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, *Register*.

John Mills and John Dunn were presented as witnesses, and, being duly sworn and interrogated by the Board, deposed, that they were not interested in this claim; that Benjamin Hooven, the claimant, settled upon the land in question, in the spring of the year 1797; and had continued to inhabit and cultivate the same ever since; that the said Hooven was, in the year 1797, twenty-one years of age, and the head of a family.

The Board ordered that the case be postponed for consideration.

JOSIAH FLETCHER's case, No. 200 on the docket of the Board, and No. 41 on the books of the Register.

Claim.—A donation of six hundred and one acres, under the second section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the words and figures following, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting claims to lands south of Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situated on the east side of Tombigbee, in the cut-off island, commonly called Nannua Hubba island, in the county of Washington, beginning at a cotton tree; thence, south, five degrees east, one hundred and twenty chains, to a gum; thence, south, eighty-eight degrees west, forty-eight chains, to a stake; thence, north, thirty degrees east, twenty-six chains, to a sassafras; thence, with the Alabama and the cut-off to the beginning cotton tree; and hath such forms and marks, both natural and artificial, as are fully represented in the plot annexed, containing six hundred and one acres: is claimed by Josiah Fletcher, in and by virtue of the second section of the said act as a donation; and is now exhibited to the Register of the Land Office east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to a copy of the plot herewith filed.

JOSIAH FLETCHER, his \times mark.

MARCH 27, 1804.

[Plot omitted.]

Surveyed 20th February, 1804, by John Milliken. Chain bearers, James McConnell and Robert Dunn.

Entered in record of claims, (east side,) vol. 1, page 115, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, *Register*.

Cornelius Dunn and George Weekley, Junior, were presented as witnesses, and, being duly sworn and interrogated by the Board, they deposed, that they were not interested in this claim; that Josiah Fletcher, the claimant, did, on the 27th day of October, 1797, cultivate and inhabit the land in question; that he was at that time more than twenty-one years of age, and the head of a family.

The Board ordered that the case be postponed for consideration.

MOSES STEDHAM's case, No. 201 on the docket of the Board, and No. 34 on the books of the Register.

Claim.—A donation of six hundred and forty acres, under the second section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the words and figures following, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d of March, 1803, for receiving and adjusting the claims to lands south of Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situated on the east side of Tombigbee, on Curry's Lake, in the county of Washington, beginning at a white oak on the lake, and runs down the lake, south, forty degrees west; thence, south, six degrees west; thence, to Pine Log creek, to a cypress; thence, at the first beginning corner, and running with George Weekley's line; thence, north, sixty-eight degrees east, to a black oak on Mimms's line; thence, south, twenty-two degrees east, to a pine; thence, to and with the creek, to a cypress; and hath such shape, form, and marks, both natural and artificial, as are represented in the plot annexed; containing six hundred and twenty-eight acres: is claimed by Moses Stedham, in and by virtue of the second section of the said act, as a donation; and is now exhibited to the Register of the Land Office established east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to a copy of the plot herewith filed.

MOSES STEDHAM, his \times mark.

MARCH 26, 1804.

[Plot omitted.]

Surveyed 17th February, 1804, by John Milliken. Chain bearers, James McConnell and Benjamin Hooven.

Entered in record of claims, (east side,) vol. 1, page 108, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, *Register*.

Cornelius Dunn and Josiah Fletcher were presented as witnesses, and, being duly sworn and interrogated by the Board, they deposed, that they were not interested in this claim; that Moses Stedham, the claimant, did, in the year 1797, cultivate and inhabit the land in question; and that he was at that time more than twenty-one years of age, and the head of a family.

The Board ordered that the case be postponed for consideration.

CORNELIUS DUNN's case, No. 202 on the docket of the Board, and No. 40 on the books of the Register.

Claim.—A right of pre-emption of two hundred and fifty-two acres, under the third section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the words and figures following, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting claims to lands south of Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situated on the east side of Tombigbee, on the waters of Holly creek, in the county of Washington, beginning at an elm corner, and runs south, twenty-four chains, to a persimmon; thence, east, one hundred and three chains and a half, to a pine; thence, north, twenty-five degrees west, twenty-nine chains fifty links, to Holly creek; thence, with the meanders of said creek, to the beginning;

and hath such forms and marks, both natural and artificial, as are fully represented in the plot annexed; containing two hundred and fifty-two acres: is claimed by Cornelius Dunn, in and by virtue of the third section of the said act, as a pre-emption; and is now exhibited to the Register of the Land Office established east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to a copy of the plot herewith filed.

CORNELIUS DUNN.

MARCH 27, 1804.

[Plot omitted.]

Surveyed 18th February, 1804, by John Milliken.

Entered in record of claims, (east side,) vol. 1, page 114, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

Josiah Fletcher and John Randon were presented as witnesses, and, being duly sworn and interrogated by the Board, they deposed, that they were not interested in this claim; that Cornelius Dunn, the claimant, did, on the 3d day of March, 1803, cultivate and inhabit the land in question, and that he was at that time more than twenty-one years of age, and the head of a family.

The Board ordered that the case be postponed for consideration.

JOHN RANDON'S case, No. 203 on the docket of the Board, and No. 37 on the books of the Register.

Claim.—A donation of three hundred and one acres, under the second section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the words and figures following, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting claims to land south of Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situated on the east side of Tombigbee river, in the Nanna Hubba Island, butting on the river Alabama, beginning at two willows, and running south, twenty-three degrees east, seventeen chains, twenty-five links, to a cypress; thence, south, five degrees east, fifteen chains, to a cotton tree; thence, south, thirty-five degrees east, forty-four chains fifty links, to the Alabama river; thence, with the Alabama river, to the beginning; containing three hundred and one acres, having such shape, form, and marks, both natural and artificial, as are represented in the plot annexed; and is now exhibited to the Register of the Land Office east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer. The above tract of land is claimed by John Randon, in and by virtue of the second section of the said act of Congress, as a donation.

JOHN RANDON.

MARCH 27, 1804.

[Plot omitted.]

Surveyed 22d February, 1804, by John Milliken. Chain carriers, James McConnell and William Thomas.

Entered in record of claims, (east side of Tombigbee,) vol. 1, page 111, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

Cornelius Dunn and George Weekley were presented as witnesses, and, being duly sworn and interrogated by the Board, they deposed, that they had no interest in this claim; that John Randon, the claimant, did, in the year 1797, cultivate and inhabit the land in question; that he was at that time more than twenty-one years of age, and the head of a family.

The Board ordered that the case be postponed for consideration.

GEORGE WEEKLEY'S case, No. 204 on the docket of the Board, and No. 52 on the books of the Register.

Claim.—A donation of six hundred and forty acres, under the second section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the words and figures following, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting the claims to lands south of Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situated on the east side of Tombigbee and Alabama rivers, beginning on Stedham's lake, and runs north, eighty-eight degrees east, forty-four chains, to a pine corner; thence, north, sixty-eight degrees east, thirty-two chains, to a black oak; thence, south, twenty-two degrees east, sixty-three chains fifty links, to a pine, on Killingworth's line; thence, north, seventy-five degrees east, seventy-four chains, to a stake; thence, north, fifteen degrees west, fifty-eight chains, to a stake; thence, due-west, one hundred and thirty-eight chains, to Mimms's corner, on Stedham's lake; thence, with the lake, to the beginning; containing six hundred and forty acres; and hath such forms and marks, both natural and artificial, as are fully represented in the plot annexed: is claimed by George Weekley, in and by virtue of the second section of the said act, as a donation; and is now exhibited to the Register of the Land Office established east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to a copy of the plot herewith filed.

GEORGE WEEKLEY.

MARCH 31, 1804.

[Plot omitted.]

Surveyed March 8, 1804, by John Milliken. Chain bearers, John Ackworth and James McConnell.

Entered in record of claims, (east of Tombigbee,) vol. 1, page 122, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

Cornelius Dunn and John Randon were presented as witnesses, and, being duly sworn and interrogated by the Board, they deposed, that they were not interested in this claim; that George Weekley, the claimant, did, in the year 1797, cultivate and inhabit the land in question; and that he was at that time twenty-one years of age, and the head of a family.

The Board ordered that the case be postponed for consideration.

JAMES RANDON'S case, No. 205 on the docket of the Board, and No. 42 on the books of the Register.

Claim.—A donation of six hundred and thirty acres, under the second section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the words and figures following, viz:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting claims to lands south of Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situated on the east side of Tombigbee river, on the waters of Holly creek, in the county of Washington, beginning at Mimms's pine corner, and runs west, one hundred and

fifty-six chains, to a white oak corner on Holly creek; thence, with the creek, as it meanders, thence, east, one hundred and twenty-four chains, to a gum; thence, south, forty-five chains, to the beginning; containing six hundred and thirty acres, having such shape, form, and marks, both natural and artificial, as are represented in the plot annexed: is claimed by James Randon, in and by virtue of the second section of the said act, as a donation; and is now exhibited to the Register of the Land Office east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to a copy of the plot herewith filed.

Exhibited to the Register by JOHN RANDON, for his brother

JAMES RANDON.

MARCH 27, 1804.

[Plot omitted.]

Surveyed 27th February, 1804, by John Milliken. Chain carriers, James McConnel and William Thomas.

Entered in record of claims, (east side,) vol. 1, page 115, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, *Register*.

Cornelius Dunn and George Weekley were presented as witnesses, and, being duly sworn and interrogated by the Board, they deposed, that they had no interest in this claim; that the land in question was cultivated in the year 1797; that the claimant, James Randon, lived with his brother John Randon, and was owner of part of the slaves by whom the cultivation was made on said land; and that said James was at that time more than twenty-one years of age.

The Board ordered that the case be postponed for consideration.

WILLIAM WEEKLEY's case, No. 206 on the docket of the Board, and No. 62 on the books of the Register.

Claim.—A right of pre-emption of one hundred and thirty-nine acres, under the third section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the words and figures following, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting claims to lands south of the Tennessee, and east of the Pearl river.

Please to take notice, that the following tract of land, situated on the east side of Tombigbee river, in the county of Washington, beginning at a pine; running thence, north, sixty-six degrees west, fifty-two chains, to a stake; thence, south, twenty-four degrees west, twenty-two chains, to a pine; thence, south, fifty degrees east, twenty-seven chains; thence, east, forty chains fifty links, to a pine; thence, north, seventeen degrees west, seventeen chains, to the beginning; and hath such forms and marks, both natural and artificial, as are represented in the plot annexed, containing one hundred and thirty-nine acres: claimed by William Weekley, in and by virtue of a pre-emption, and is now established east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to a copy of the plot herewith filed.

MARCH 31, 1804.

WILLIAM WEEKLEY.

[Plot omitted.]

Surveyed 24th March, 1804, by John Milliken. Chain bearers, James McConnel and Levi Qualls.

Entered in record of claims, (east side) vol. 1, page 127, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, *Register*.

John Mills and William Pierce were presented as witnesses, and, being duly sworn and interrogated by the Board, they deposed, that they were not interested in this claim; that William Weekley, the claimant, did, on the 3d day of March, 1803, actually inhabit and cultivate the land in question, and that he was at that time the head of a family, and twenty-one years of age; that they knew of no interfering claim.

The Board ordered that the case be postponed for consideration.

BENJAMIN STEDHAM's case, No. 207 on the docket of the Board, and No. 31 on the books of the Register.

Claim.—A donation of one hundred and thirty-three acres, under the second section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the words and figures following, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed on the 3d day of March, 1803, for receiving and adjusting claims to lands south of Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situated on the east side of Tombigbee, and on the Alabama, in the county of Washington, beginning at a cotton tree, south, sixty degrees west, seventy chains fifty links, to a stake; thence, north, fifty-four degrees east, thirty-seven chains; thence, south, thirty-five degrees east, sixty-two chains, to the river; thence, with the river, to the beginning; and hath such forms and marks, both natural and artificial, as are fully represented in the plot annexed, containing one hundred and thirty-three acres: is claimed by Benjamin Stedham, in and by virtue of the second section of the said act, as a donation, and is now exhibited to the Register of the Land Office established east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to a copy of the plot herewith filed.

MARCH 26, 1804.

BENJAMIN STEDHAM, his \times mark.

[Plot omitted.]

Surveyed 16th February, 1804, by John Milliken. Sworn chain carriers, Moses Stedham and James McConnel

Entered in record of claims, (east side,) vol. 1, page 106, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, *Register*.

Josiah Fletcher and John Randon were presented as witnesses, and, being duly sworn and interrogated by the Board, they deposed, that they were not interested in this claim; that, about eighteen or nineteen years ago, Benjamin Stedham commenced the improvement of the land in question; that, in the year 1797, cultivation was made on said land by Moses Stedham, his son.

The Board ordered that the case be postponed for consideration.

JESSE ROSS's case, representative of Abraham Walker; No. 208 on the docket of the Board, and No. 36 on the books of the Register.

Claim.—A donation of six hundred and thirty acres, under the second section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the following words and figures, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting claims to land south of Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situated on Hollow creek, east side of Tombigbee and Alabama rivers, in the county of Washington, beginning on Hollow creek, at an ash corner; thence, east, fifty-six

chains fifty-seven links, to a gum; thence, south, ninety-six chains, to a corner stake; thence, west, seventy-six chains, to a corner stake on Hollow creek; thence, up the meanders of said creek, to the beginning; and hath such forms and marks, both natural and artificial, as are fully represented in the plot annexed, containing six hundred and thirty acres: is claimed by Jesse Ross, legal representative of Abraham Walker, in and by virtue of the second section of this act, as a donation, and is now exhibited to the Register of the Land Office established east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to a copy of the plot herewith filed.

MARCH 27, 1804.

[Plot omitted.]

JESSE ROSS,
Legal representative of Abraham Walker.

Surveyed February 18th, 1804, by John Milliken. Chain bearers, Wiseman Walker and Ezekiel Reaves.

Entered in record of claims, (east side.) vol. 1, page 110, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, *Register.*

George Weekley and Cornelius Dunn were presented as witnesses, and, being duly sworn and interrogated by the Board, they deposed that they were not interested in this claim; that the land in question was cultivated and inhabited by Abraham Walker in the year 1797; the said Walker was at that time twenty-one years of age; and that they knew of no interfering claim.

The Board ordered that the case be postponed for consideration.

LEMUEL HENRY's case, representative of John Linder, Senior; No. 209 on the docket of the Board, and No. 24 on the books of the Register.

Claim.—A right of four hundred and ninety-one acres, by virtue of a Spanish warrant of survey, under the first section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the words and figures following, viz:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting claims to land south of Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situated on the east side of Tombigbee and Alabama rivers, in the county of Washington, beginning at the mouth of the Tensaw lake, on the Alabama river, on an ash and maple; thence, down said lake, north, seventy-five degrees east, seventy-eight chains, to a corner stake; thence, south, fifteen degrees east, sixty-three chains, to a corner stake; thence, south, seventy-five degrees west, seventy-eight chains, across Linder's lake, to a water oak corner; thence, north, fifteen degrees west, sixty-three chains, to the beginning; and hath such forms and marks, both natural and artificial, as are fully represented in the plot annexed, containing four hundred and ninety-one acres: is claimed by Lemuel Henry, legal representative of John Linder, Senior, in and by virtue of a Spanish grant, and is now exhibited to the Register of the Land Office established east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to a copy of the plot herewith filed.

MARCH 26, 1804.

LEMUEL HENRY,
Legal representative of John Linder, Senior, deceased.

[Plot omitted.]

Surveyed February 11th, 1804, by John Milliken. Chain bearers, Francis Killingworth and James Mills.

The claimant exhibited a Spanish warrant in support of this claim, in the words and figures following, to wit:

His Excellency ESTEVAN MIRO, Colonel of the Royal army, Governor civil and military of the city and province of the Louisiana, &c. &c.

John Linder, father, inhabitant of Mobile jurisdiction, with the greatest respects to your excellency, petitions and says, there are found on Tensaw river twenty acres of vacant land, situate on the east side of said river; said land, until this present, never had any proprietor. He prays your excellency to grant him as proprietor of said land, with the profounder, as customary, and order the despatches from the Secretary of Government, the corresponding titles of concession; for which favor from your excellency the petitioner will be forever thankful.

JOHN LINDER.

MOBILE, *April 23d, 1788.*

Don Vicent Polch, captain in the fixed Louisiana regiment, commandant civil and military of this place and its jurisdiction, certifies, that the land the petitioner solicits is found vacant, by information taken to that effect from several inhabitants, who are well knowing the said land; for which I sign these presents, the day and date above.

VICENT POLCH.

NEW ORLEANS, *May 2d, 1788.*

The commandant will inform the reasons the above petitioner solicits the above tract of land, and whether he was in great necessity for it or not.

MIRO.

NEW ORLEANS, *June 3d, 1788.*

The commandant of Mobile shall establish this individual on the twenty acres of land front he solicits, with the profounder, as customary, of forty, at the same place mentioned in the above petition, as it is vacant, not causing prejudice to any neighbors, with the precise conditions of making the road, and clearing regularly, in the peremptory space of one year; and if at the precise space of three years the land is not settled, after which period it cannot be established, this grant to remain null; under which supposition, the business of settling the limits will be carried on in the tract, and remitted me, to provide the interested party with titles in form.

ESTEVAN MIRO.

The above compared with the original, from which this copy was drawn, existing in these archives under my charge, which I certify.

MOBILE, *May 14th, 1798.*

MANUEL DE LANZOS.

The above is a copy of the Spanish grant:

THOMAS PRICE.

The above compared exact with the original in this office, under my charge, by me.

JOAQUIN DE OSORNO.

I, Thomas Price, of the post of Mobile, English interpreter for His Majesty the King of Spain, do solemnly swear by the Almighty God, and by the Holy Cross, that this is a true translation of the Spanish grant or writing hereto annexed.

THOMAS PRICE.

Subscribed and sworn before the Board, March 21st, 1804.—Attest: DAVID PARMELEE 2d, Clerk.

Entered in record of claims, (east of Tombigbee,) vol. 1, page 85, by EDWARD LLOYD WAILES, for JOSEPH CHAMBERS, Register.

The claimant exhibited a deed of conveyance from John Linder, Senior, bearing date the 6th day of November, 1800, conveying to John Mills and Mary, his wife, all the said Linder's right and title to the land described in said Spanish warrant. A deed was also exhibited, from John Mills, bearing date the 21st day of May, 1803, conveying to Lemuel Henry all the said John Mills's right and title to five hundred acres of the aforesaid tract of land, fronting on the Alabama river, with the improvements made thereon.

William Pierce and Moses Stedham were presented as witnesses, and, being duly sworn and interrogated by the Board, they deposed, that they had no interest in this claim; that John Linder, Senior, in whose name the land in question is claimed, cultivated the same on the 27th day of October, 1795; that they believed that he inhabited the same on the same day and year; that they well recollected that he resided in the Mississippi territory on the 27th day of October, 1795; and that they did believe that John Linder, Senior, was, on the 3d day of June, 1788, more than twenty-one years of age, and the head of a family.

The Board ordered that the case be postponed for consideration.

JAMES MILLS, representative of John Linder, Senior; case No. 210 on the docket of the Board, and No. 23 on the books of the Register.

Claim.—A right to two hundred and ninety-nine acres, by virtue of a Spanish warrant of survey, under the first section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the words and figures following, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting the claims to land south of Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situated on the east side of Tombigbee and Alabama rivers, and on the west side of Tensaw lake, in the county of Washington, beginning at a black oak, north, seventy-five degrees east, forty-seven chains fifty links, to a hickory corner; thence, south, fifteen degrees east, sixty-three chains, to a stake corner; thence, south, seventy-five degrees west, forty-seven chains fifty links, to a stake; thence, north, fifteen degrees west, sixty-three chains, to the beginning; and hath such forms and marks, both natural and artificial, as are fully represented in the plot annexed, containing two hundred and ninety-nine acres: is claimed by James Mills, legal representative of John Linder, Senior, deceased, in and by virtue of a Spanish warrant or order of survey, and is now exhibited to the Register of the Land Office east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to a copy of the plot herewith filed.

LEMUEL HENRY, for

MARCH 26, 1804.

JAMES MILLS, legal representative of John Linder, Sen.

[Plot omitted.]

Surveyed February 11, 1804, by John Milliken. Chain bearers, James Mills and Francis Killingworth.

Entered in record of claims, (east side,) vol. 1, page 85, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

The Spanish warrant, together with the deed of conveyance, from John Linder, Senior, to John Mills, and the testimony of William Pierce and Moses Stedham, recorded in the preceding case of Lemuel Henry, commenced in page 814, were exhibited and applied in support of this claim.

The claimant also exhibited a deed from John Mills, bearing date the 21st day of May, 1803, conveying to James Mills all the right, title, and interest of the said John Mills, in and to three hundred acres of land, on the east side of the Alabama river, and the east end of a tract of twenty acres front on said river, and forty back.

The Board ordered that the case be postponed for consideration.

Adjourned until Tuesday, the 14th instant.

TUESDAY, May 14, 1805.

The Board met according to adjournment. Present: Robert C. Nicholas, Joseph Chambers.

WILLIAM PIERCE and JOHN PIERCE, representatives of Francis Ballard; case No. 211 on the docket of the Board, and No. 79 on the books of the Register.

Claim.—A right of donation of six hundred and forty acres, under the second section of the act.

The claimants presented their claim, together with a surveyor's plot of the land claimed, in the following words and figures, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting claims to land south of Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situate on the east side of the river Tombigbee, in the county of Washington, beginning at the Alabama river, running north, thirty degrees west, sixty chains, to a gum; west, twenty-eight chains; south, twelve degrees east, one hundred and twenty-five chains; and hath such forms and marks, both natural and artificial, as are fully represented in the plot annexed, containing six hundred and forty acres: is claimed by William and John Pierce, in and by virtue of a donation, and is now exhibited to the Register of the Land Office established east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to a copy of the plot herewith filed.

APRIL 29, 1805.

[Plot omitted.]

WILLIAM & JOHN PIERCE.

The claimants presented a writing, as follows, to wit:

MISSISSIPPI TERRITORY, May 30, 1801.

This is to certify, that I have sold and conveyed to Seth Dean all my right, claim, or title to two improvements, that is to say, the place where I now live, and my swamp-field in the cut-off, and all claims near or adjoining; and for the above land and privileges I have received one hundred and twenty dollars: As witness my hand,

FRANCIS BALLARD. [L. s.]

In presence of

JOSEPH OGDON, his X mark,
ABRAHAM WALKER, his X mark,
ANDREW MCNEELY.

On the back of which writing is an endorsement, as follows, viz:

I endorse the within claims, and mine, also, to Mr. David Allen, for the sum of one hundred and forty dollars. Witness my hand, this 7th day of October, 1801.

SETH DEAN. [L. s.]

Signed in presence of

MOSES STEDHAM, his X mark.
DONALD MCCOY.

Entered in record of claims, (east side,) vol. 1, page —.

JOSEPH CHAMBERS, *Register.*

The claimants also exhibited a deed from David Allen, bearing date the 25th day of April, 1805, conveying to William and John Pierce all the said Allen's right, title, and claim to the land claimed in this case.

George Weekley was presented as a witness, and, being duly sworn and interrogated by the Board, he deposed, that he had no interest in this claim; that, some time in the year 1796, he moved to this country, and, in the latter end of the same year, or the beginning of the year 1797, as well as he recollected, Francis Ballard moved to this country, and commenced the cultivation of the land in question by his son-in-law and a negro; that the cultivation was continued about three or four years, when the said Francis Ballard removed to the Mississippi; and that he was, in the year 1797, twenty-one years of age, and the head of a family.

The Board ordered that the case be postponed for consideration.

WILLIAM SHIELDS's case, No. 212 on the docket of the Board, and No. 58 on the books of the Register.

Claim.—A donation of six hundred and thirty-two acres, under the second section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the words and figures following, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting claims to land south of Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situated on the east side of Tombigbee river, in the county of Washington, beginning at a cotton tree, running thence, north, forty degrees west, fifty-six chains, to a stake; thence, south, fifty degrees west, one hundred and thirteen chains, to a stake; thence, south, forty degrees east, fifty-six chains, to a stake on the river; thence, with the meanders of the river, to the beginning; and hath such forms and marks, both natural and artificial, as are fully represented in the plot annexed, containing six hundred and thirty-two acres: is claimed by Shields, in and by virtue of the second section of the act, as a donation, and is now exhibited to the Register of the Land Office established east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to a copy of the plot herewith filed.

MARCH 31, 1804.

[Plot omitted.]

Surveyed February 14, 1804, by John Milliken. Chain carriers, John Phillips and Charles Woolf.

Entered in record of claims, (east side,) vol. 1, page 125, by EDWARD LLOYD WAILES, for

WILLIAM SHIELDS, his \times mark.

JOSEPH CHAMBERS, *Register.*

George Weekley was presented as a witness, and, being duly sworn and interrogated by the Board, he deposed, that he was not interested in this claim; that, as well as he recollected, William Shields, early in the year 1797, moved from Pensacola to Tensaw, and commenced the cultivation of the land in question; that he continued to cultivate the same for about four or five years, and that he knew of no interfering claim; and that he was, at that time, twenty-one years of age, and the head of a family.

The Board ordered that the case be postponed for consideration.

Adjourned until Wednesday, the 15th instant.

WEDNESDAY, May 15, 1805.

* The Board met according to adjournment. Present: Robert C. Nicholas, Joseph Chambers.

NATT CHRISTMAS, representative of Michael Hartly; case No. 213 on the docket of the Board, and No. 80 on the books of the Register.

Claim.—A donation of six hundred and forty acres, under the second section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the words and figures following, viz:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting claims to lands south of Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, lying in the island known by the name of Nanna Hubba, formed by the cut-off of the rivers Tombigbee and Alabama, in the county of Washington, beginning on a stake, on the east bank of the Tombigbee river, (thirty chains northwardly, or above a corner already fixed, between Benjamin Few and Sterling Dupree, on the west bank of the river,) running thence, east, one hundred and eighty-eight chains, to the Alabama river; thence, down the bank of the Alabama, to the mouth of the Fork lake; thence, with the margin of the lake, to the Tombigbee river; thence, up the margin of said river, to the beginning; containing six hundred and forty acres: is claimed by Natt Christmas, as representative of Michael Hartly, as a donation, by virtue of the second section of said act, and is now delivered to the Register of the Land Office east of Pearl river, to be recorded agreeably to the directions of said act. To all which he begs leave to refer, as also to a copy of the plot herewith filed.

APRIL 30, 1805.

[Plot omitted.]

Entered in record of claims (east side,) vol. 1, page —.

JOSEPH CHAMBERS, *Register.*

The claimant exhibited a deed from Michael Hartly, bearing date the 27th day of April, 1805, conveying to Natt Christmas all the said Hartly's right and title to said tract of land.

The Board ordered that the case be postponed for consideration.

JAMES CALLIER, representative of Joseph Campbell; case No. 214 on the docket of the Board, and No. 81 on the books of the Register.

Claim.—A donation of six hundred and forty acres, under the second section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the words and figures following, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d of March, 1803, for receiving and adjusting the claims to lands south of the Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situated on the east side of Tombigbee river, nearly opposite Fort Stoddert, beginning ten chains below the bend, running eighty chains down the river; thence, so as to contain six hundred and forty acres, in a square tract, is claimed by James Callier, legal representative of Joseph Campbell, under a conveyance from said Campbell, and acknowledged by Isabella Campbell, before the former Board of Commissioners, sitting at Fort Stoddert, by a settlement made by said Isabella Campbell, in 1797.

JAMES CALLIER.

APRIL 30, 1805.

Entered in record of claims, east side, vol. 1, page —.

JOSEPH CHAMBERS, *Register.*

[Plot omitted.]

Michael Hartly was presented as a witness, and, being duly sworn and interrogated by the Board, he deposed, that he was not interested in this claim; that the land in question was cultivated in the year 1797, by Mrs. Trouillet, widow of Pierre or Peter Trouillet, and that she was at that time twenty-one years of age, and the head of a family.

The deed of conveyance from Joseph Campbell to James Callier, which was exhibited in said Callier's case, No. 95, and noted in vol. I, page 407, was applied in support of this case.

The Board ordered that the case be postponed for consideration.

Adjourned until Tuesday, the 16th instant.

THURSDAY, May 16th, 1805.

The Board met according to adjournment. Present: Robert C. Nicholas, Joseph Chambers.

SIMEON WILKS, representative of James Proctor; case No. 215 on the docket of the Board, and No. 48 on the books of the Register.

Claim.—A donation of six hundred and thirty-six acres, under the second section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the following words and figures, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting the claims to lands south of the Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situated on the Tensaw lake, on the east side of Tombigbee, in the county of Washington, beginning at a hickory, running north, eighty degrees east, eighty chains, to a stake; thence, south, ten degrees east, eighty chains, to a pine; thence, to a water oak on the lake; thence, north, ten degrees west, eighty chains, to the beginning; and hath such forms and marks, both natural and artificial, as are fully represented in the plot annexed, containing six hundred and thirty-six acres: is claimed by Simeon Wilks, legal representative of James Proctor, in and by virtue of the second section of the act, as a donation, and is now exhibited to the Register of the Land Office, established east of Pearl river, to be recorded as directed by said act, to all which he begs leave to refer, as also to a copy of the plot herewith filed.

SIMEON WILKS, legal representative of

JAMES PROCTOR.

MARCH 28, 1804.

[Plot omitted.]

Surveyed March 12th, 1804, J. Milliken. Sworn chain carriers, James M'Connell and Levi Qualls.

The claimant exhibited a writing in the words and figures following, to wit: Know all men by these presents, that I, James Proctor, have given up possession and all my claim of the improvement that Simeon Wilks now lives on, to him the said Wilks, for his proper use. Given under my hand, this 15th day of January, 1803.

JAMES PROCTOR.

Witness, RICHARD COLEMAN, his X mark.

Entered on record of claims, (east side,) vol. I, page 119, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

Richard Coleman and Joseph Stiggins were presented as witnesses, and, being duly sworn and interrogated by the Board, they deposed, that they had no interest in this claim; that James Proctor did, in the year 1797, actually inhabit and cultivate the land in question; and that he was at that time twenty-one years of age, and the head of a family.

The Board ordered that the case be postponed for consideration.

WILLIAM COLLINS, representative of Charles Conway; case No. 216 on the docket of the Board, and No. 51 on the books of the Register.

Claim.—A donation of six hundred and thirty-eight acres, under the second section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the words and figures following, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting claims to lands south of Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situate on the east side of the river Tombigbee, bounded to the west by Tensaw lake; to the south by John Weekley's land; and on all other sides by vacant lands; and hath such marks, both natural and artificial, as are fully represented in the plot annexed, containing six hundred and thirty-eight acres, is claimed by William Collins, under and in virtue of a donation right, now delivered to the Register of the Land Office, established east of the Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to a copy of the plot herewith filed.

W. BUFORD, for

WILLIAM COLLINS.

MARCH 31, 1804.

[Plot omitted.]

Surveyed March 21, 1804. Sworn chain bearers, James M'Connell and Levi Qualls.

Entered in record of claims, (east side,) vol. I, page 121, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

Richard Coleman and Joseph Stiggins were presented as witnesses, and, being duly sworn and interrogated by the Board, they deposed, that they were not interested in this claim; that Charles Conway did not inhabit or cultivate the land in question in the year 1797. The said Coleman further testified, that, as well as he recollected, the land was cultivated in the year 1797, but by whom, or for whose use, he did not know. The said Stiggins also testified, that, as well as he recollected, Richard Hawkins settled upon the land in question, in the year 1798.

The Board ordered that the case be postponed for consideration.

JOHN WEEKLEY, representative of James Farr; case No. 217 on the docket of the Board, and No. 50 on the books of the Register.

Claim.—A donation of six hundred and thirty-six acres, under the second section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the following words and figures, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting claims to lands south of the Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situate on the east side of the river Tombigbee, bounded to the west by Tensaw lake, and to the south by Richard Coleman and Simeon Wilks, and hath such marks, both natural and artificial, as are fully represented in the plot annexed, containing six hundred and thirty-six acres: is claimed by John Weekley, under and in virtue of a right of a donation, now delivered to the Register of the Land

Office, established east of the Pearl river, to be recorded as directed by the said act. To all which he begs leave to refer, as also to the copy of the plot herewith filed.

MARCH 31, 1804.

W. BUFORD, for

JOHN WEEKLEY.

[Plot omitted.]

Surveyed March 21, 1804, by J. Milliken. Sworn chain carriers, James McConnell and Lévi Qualls.

Entered in record of claims, (east side,) vol. 1, page 120, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

The claimant exhibited a deed from James Farr, bearing date the 14th day of March, 1804, conveying to John Weekley all the said Farr's right and claim to the said tract of land.

Joseph Stiggins and Richard Coleman were presented as witnesses, and, being duly sworn and interrogated by the Board, deposed, that they were not interested in this claim; that James Farr did actually inhabit and cultivate the land in question, in the year 1797; that he was at that time twenty-one years of age, and the head of a family, and that he knew of no interfering claim.

The Board ordered that the case be postponed for consideration.

WILLIAM WEBBER's case, No. 218 on the docket of the Board, and No. 55 on the books of the Register.

Claim.—A donation of six hundred and forty acres, under the second section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the words and figures following, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting the claims to lands south of Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situated on the east of Tombigbee, in the county of Washington, beginning at a stake, running east, eighty chains, to a stake; thence, north, eighty chains, to a hickory; thence, west, eighty chains, to a pine; thence, south, eighty chains, to the beginning; and hath such forms and marks, both natural and artificial, as are represented in the plot annexed, containing six hundred and forty acres: is claimed by William Webber, in and by virtue of the second section of the said act of Congress, and is now exhibited to the Register of the Land Office, established east of Pearl river. To all which he begs leave to refer, as also to a copy of the plot herewith filed.

MARCH 31, 1804.

W. BUFORD, for

WILLIAM WEBBER.

[Plot omitted.]

Entered in record of claims, (east side,) vol. 1, page 124, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

Joseph Stiggins and Richard Coleman were presented as witnesses, and being duly sworn and interrogated by the Board, they deposed, that they were not interested in this claim; that William Webber cultivated and inhabited the land in question in the year 1797, and that he was at that time twenty-one years of age, and the head of a family; that they knew of no interfering claim.

The Board ordered that the case be postponed for consideration.

FANNY STEEL's case, No. 219 on the docket of the Board, and No. 54 on the books of the Register.

Claim.—A donation of six hundred and forty acres, under the second section of the act.

The claimant presented her claim, together with a surveyor's plot of the land claimed, in the words and figures following, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting claims to lands south of Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situate on the east side of the river Tombigbee, bounded on the north by Tensaw lake, and on all other sides by vacant land, and hath such marks, both natural and artificial, as are fully represented in the plot annexed, containing six hundred and forty acres: is claimed by Frances Steel, under and in virtue of a donation right, now delivered to the Register of the Land Office, established east of the Pearl river, to be recorded as directed by said act. To all which she begs leave to refer, as also to a copy of the plot herewith filed.

W. BUFORD, for

FRANCES STEEL.

[Plot omitted.]

Surveyed March 17th, 1804, by J. Milliken. Chain carriers, James M'Connell and Levi Qualls.

Entered in record of claims, (east side,) vol. 1, page 123, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

Joseph Stiggins and Reuben Dyer were presented as witnesses, and, being duly sworn and interrogated by the Board, they deposed, that they had no interest in this claim; that Fanny Steel did, in the year 1797, actually inhabit and cultivate the land in question; and that she was, at that time, twenty-one years of age, and the head of a family; and that they knew of no interfering claims.

The Board ordered that the case be postponed for consideration.

JORDAN PROCTOR's case, No. 220 on the docket of the Board, and No. 44 on the books of the Register.

Claim.—A donation of six hundred and thirty-four acres, under the second section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the words and figures following, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting claims to lands south of Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situated on the east side of Tombigbee, on lake Tensaw, in the county of Washington, beginning on a hickory on the lake, south, sixty-one degrees west, eighteen chains fifty links, to a stake; thence, north, twenty-eight degrees west, one hundred and fifty-one chains; thence, north, sixty-one degrees east, eighteen chains fifty links, to the lake; thence, with the meanders of the lake, to the beginning, and hath such forms and marks, both natural and artificial, as are fully represented in the plot annexed, containing six hundred and thirty-four acres: is claimed by Jordan Proctor, in and by virtue of the second section of the said act of Congress, as a donation, and is now exhibited to the Register of the Land Office, established east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to a copy of the plot herewith filed.

MARCH 28, 1804.

[Plot omitted.]

JORDAN PROCTOR.

Surveyed March 13, 1804, by John Milliken. Chain bearers, James McConnell and Levi Qualls.

Entered in record of claims, (east side,) vol. 1, page 116, by EDWARD LLOYD WAILES, for
JOSEPH CHAMBERS, *Register*.

Joseph Stiggins and Richard Coleman were presented as witnesses, and, being duly sworn and interrogated by the Board, they deposed, that they had no interest in this claim. And the said Coleman further testified, that, to the best of his recollection, in the year 1796, Jordan Proctor cultivated about five acres of the land in question, and that he was, at that time, twenty-one years of age. The said Stiggins also deposed, that, as well as he recollected, some time in the latter end of the year 1797, or the beginning of 1798, he passed by the plantation of Jordan Proctor, and saw the said Proctor at work in his field; that, from appearances, he, Stiggins, did suppose that there had been some land cleared and cultivated previous to that time; and that the said Proctor was, at that time, twenty-one years of age.

The Board ordered that the case be postponed for consideration.

HEIRS OF MICHAEL MILTON; case No. 221 on the docket of the Board, and No. 21 on the books of the Register.

Claim.—A donation of six hundred and eleven acres, under the second section of the act.

The claimants presented their claim, together with a surveyor's plot of the land claimed, in the following words and figures, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting the claims to lands south of Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situated on the lake Tensaw, on the east side of Tombigbee, beginning on the lake, and running with it, north, eighty-five degrees west, one hundred and forty-eight chains fifty links, to a mulberry; thence, south, eighteen degrees east, thirty-eight chains fifty links, to a sweet gum; thence, south, seventy-eight degrees east, one hundred and sixty chains, to a dogwood; thence, north, thirteen degrees west, thirty-eight chains fifty links, to the lake, containing six hundred and eleven acres, having such shape, form, and marks, both natural and artificial, as are represented in the plot annexed: is claimed by the heirs of Michael Milton, in and by virtue of a donation, and now exhibited to the Register of the Land Office, established east of Pearl river, to be recorded as by said act directed. To all which they beg leave to refer, as also to a copy of the plot herewith filed.

BENJAMIN HOOVEN,
For the heirs of Michael Milton.

[Plot omitted.]

Surveyed March 8, 1804, by John Milliken. Chain bearers, James McConnell and Levi Qualls.

Entered in record of claims, (east side,) vol. 1, page 76, by EDWARD LLOYD WAILES, for
JOSEPH CHAMBERS, *Register*.

Reuben Dyer and Joseph Stiggins were presented as witnesses, and, being duly sworn and interrogated by the Board, they deposed, that they were not interested in this claim; that Michael Milton did, in the year 1797, actually inhabit and cultivate the land in question; and that he was, at that time, twenty-one years of age, and the head of a family; and that they knew of no interfering claim.

The Board ordered that the case be postponed for consideration.

REUBEN DYER's case, No. 222 on the docket of the Board, and No. 46 on the books of the Register.

Claim.—A donation of six hundred and forty acres, under the second section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the following words and figures, viz:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting the claims to lands south of Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situate on the east side of Tombigbee river, being part of an island, in the county of Washington, beginning on the forks of Tensaw lake and river, at a water oak; running thence, north, ten degrees west, forty chains; thence, north, forty-four degrees west, thirty-three chains; thence, north, seventy-six degrees west, thirty-seven chains; thence, south, twenty-two degrees west, thirty-nine chains; thence, north, fifty-five degrees west, nineteen chains fifty links; thence, north, twenty-four degrees west, twenty-five chains fifty links; thence, north, forty-one degrees west, twenty-four chains; thence, north, sixty-six degrees west, ten chains; thence, south, thirty-four degrees east, twenty-three chains; thence, south, fourteen degrees east, thirty-three chains; thence, south, twenty-six degrees east, twenty-one chains; thence, south, twenty degrees west, sixteen chains; thence, south, fifty degrees west, seventeen chains, to a water oak; thence, south, eighty-nine degrees east, one hundred and twenty-eight chains fifty links, to the beginning, containing six hundred and forty acres, having such shape, forms, and marks, natural and artificial, as are represented in the plot annexed: is claimed by Reuben Dyer, in and by virtue of the second section of this act, as a donation, and is now exhibited to the Register of the Land Office, east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to a copy of the plot herewith filed.

REUBEN DYER.

MARCH 28, 1804.

[Plot omitted.]

Surveyed, March 20, 1804, by John Milliken. Chain bearers, James McConnell and Levi Qualls.

Entered in record of claims, (east side,) vol. 1, page 117, by EDWARD LLOYD WAILES, for
JOSEPH CHAMBERS, *Register*.

Joseph Stiggins and Reuben Dyer were presented as witnesses, and, being duly sworn and interrogated by the Board, they deposed, that they were not interested in this claim; that Reuben Dyer, the claimant, did, in the year 1797, cultivate the land in question, and had continued to cultivate the same ever since; that, from its being frequently covered with water, it was rendered unfit to reside on; that the said Dyer was, at that time, twenty-one years of age, and the head of a family; and that they knew of no interfering claim.

The Board ordered that the case be postponed for consideration.

RICHARD COLEMAN's case, No. 223 on the docket of the Board, and No. 45 on the books of the Register.

Claim.—A donation of six hundred and thirty-four acres, under the second section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the words and figures following, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting claims to land south of Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situated on the east side of Tombigbee river, on the Tensaw lake, in the county of Washington, beginning at a black oak, and running thence, north, sixty-four degrees east,

fifty-six chains fifty-seven links, to a stake; thence, north, twenty-six degrees west, one hundred and thirteen chains fourteen links, to a maple and bay; thence, south, sixty-four degrees west, thirty-six chains, to the lake; thence, with the lake, south, thirty-one degrees east, eighty-nine chains, to the beginning, and hath such forms and marks, both natural and artificial, as are fully represented in the plot annexed, containing six hundred and thirty-four acres: is claimed by Richard Coleman, in and by virtue of the second section of the said act, as a donation, and is now exhibited to the Register of the Land Office, established east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to a copy of the plot herewith filed.

For RICHARD COLEMAN,

JOSEPH STIGGINS.

MARCH 28, 1804.

[Plot omitted.]

Surveyed, March 12, 1804, by John Milliken. Chain bearers, James McConnell and Levi Qualls.

Entered in record of claims, (east side,) vol. 1, page 117, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, *Register*.

Joseph Stiggins and Benjamin Pyburn were presented as witnesses, and, being duly sworn and interrogated by the Board, they deposed, that they had no interest in this claim; that Richard Coleman, the claimant, did, in the year 1797, actually inhabit and cultivate the land in question; and that he was, at that time, twenty-one years of age, and the head of a family.

The Board ordered that the case be postponed for consideration.

JOSEPH STIGGINS's case; No. 224 on the docket of the Board, and No. 43 on the books of the Register.

Claim.—A donation of six hundred and thirty-five acres, under the second section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the following words and figures, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting the claims to lands south of Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situated on the east side of Tombigbee river, in the county of Washington, beginning on a water oak on Coleman's or Tensaw lake, running thence, north, thirty-two degrees west, ten chains; thence, north, ten degrees west, eighteen chains, to a red bay tree; thence, up the meanders of said Tensaw or Stiggins's lake, to a bay, and on to a water oak corner; thence, south, fifty-five degrees east, twenty-four chains, to a corner stake; thence, south, sixty-one degrees east, one hundred and sixty-nine chains, to the beginning, being part of an island, and hath such forms and marks, both natural and artificial, as are fully represented in the plot annexed, containing six hundred and thirty-five acres: is claimed by Joseph Stiggins, in and by virtue of the second section of this act, as a donation, and is now exhibited to the Register of the Land Office, established east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to a copy of the plot herewith filed.

JOSEPH STIGGINS.

MARCH 28, 1804.

[Plot omitted.]

Surveyed March 10, 1804, by John Milliken. Chain bearers, James McConnell and Levi Qualls.

Entered in record of claims, (east side,) vol. 1, page 116, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, *Register*.

Richard Coleman and Reuben Dyer were presented as witnesses, and, being duly sworn and interrogated by the Board, they deposed, that they were not interested in this claim; that Joseph Stiggins, the claimant, did, in the year 1797, cultivate the land in question; and that he was, at that time, twenty-one years of age, and the head of a family; that they knew of no interfering claim.

The Board ordered that the case be postponed for consideration.

JAMES COCKRAM, representative of Samuel Lyons; case No. 225 on the docket of the Board, and No. 47 on the books of the Register.

Claim.—A donation of six hundred and forty acres, under the second section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the words and figures following, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting claims to lands south of Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situated on the east side of Tombigbee, on lake Tensaw, in the county of Washington, beginning at a cypress, and running, north, seventy-three degrees east, eighty chains; thence, north, seventeen degrees west, eighty chains, to a pine; thence, south, seventy-three degrees west, eighty chains, to a tupelo gum; thence, south, seventeen degrees east, eighty chains, to the beginning, containing six hundred and forty acres, having such shape, forms, and marks, natural and artificial, as are represented in the plot annexed: is claimed by James Cockram, legal representative of Samuel Lyons, in and by virtue of a donation, and is now exhibited to the Register of the Land Office, east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to a copy of the plot herewith filed.

MARCH 28, 1804.

[Plot omitted.]

Surveyed March 26, 1804, by John Milliken. Chain bearers, Levi Qualls and John Milliken.

The claimant exhibited a writing as follows, to wit:

WASHINGTON COUNTY, May 29, 1802.

Received of James Cockram forty dollars, in full, for all my claim to the house and improvements on which I now live, together with all the crop now growing on said improvement, which I have this day sold, and am ready to deliver to him when called for.

SAMUEL LYONS, his \times mark.

Witness, ELIJAH SMITH.

Entered in record of claims, (east side,) vol. 1, page 118, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, *Register*.

Reuben Dyer, Joseph Stiggins, and Benjamin Pyburn, were presented as witnesses, and, being duly sworn and interrogated by the Board, they deposed, that they were not interested in this claim. The said Stiggins further testified, that Samuel Lyons did, in the year 1797, actually inhabit and cultivate the land in question, and continued to cultivate the same until his death, which happened, as well as he recollected, in the fall of the year 1803; and that he was, in 1797, twenty-one years of age, and the head of a family.

The said Pyburn also deposed, that Samuel Lyons did inhabit and cultivate the land in question; but in what year, he, Pyburn, did not recollect; that Lyons was twenty-one years of age, and the head of a family.

The said Dyer further testified, that Samuel Lyons did, in the year 1797, actually inhabit and cultivate the land in question; and that he was, at that time, twenty-one years of age, and the head of a family.

The Board ordered that the case be postponed for consideration.

SAMUEL TREND's case, No. 226 on the docket of the Board, and No. 57 on the books of the Register.

Claim.—A donation of six hundred and forty acres, under the second section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the words and figures following, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting claims to lands south of Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situated on the east side of Tombigbee and Alabama rivers, in the county of Washington, beginning at a stake, running thence, north, fifteen degrees east, eighty chains, to a cypress, on Pine-log creek; thence, north, seventy-five degrees east, eighty chains, to a stake; thence, south, fifteen degrees west, eighty chains, to a stake; thence, south, seventy-five degrees west, eighty chains, across said creek, to the beginning; and hath such forms and marks, both natural and artificial, as are fully represented in the plot annexed; containing six hundred and forty acres: is claimed by Samuel Trend, in and by virtue of the second section of this act, as a donation; and is now exhibited to the Register of the Land office, established east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to a copy of the plot herewith filed.

MARCH 31, 1804.

[Plot omitted.]

WM. SHIELDS, his X mark, for
SAMUEL TREND.

Surveyed February 15, 1804, by John Milliken. Chain bearers, William McDaniel and James Mills.

Entered in record of claims, (east side,) vol. 1, page 125, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, *Register.*

William Pierce and Joseph Stiggins were presented as witnesses, and, being duly sworn and interrogated by the Board, they deposed, that they had no interest in this claim; that the land in question was actually inhabited and cultivated by Samuel Trend, in the year 1797; and that he was, at that time, twenty-one years of age, and the head of a family; that the lands claimed by the heirs of Francis Killingworth interfere with this claim.

The Board ordered that the case be postponed for consideration.

WILLIAM BUFORD, representative of Conrad Selhoof; case No. 227 on the docket of the Board, and No. 25 on the books of the Register.

Claim.—A right to eight hundred acres, by virtue of a Spanish warrant of survey, under the first section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the words and figures following, viz:

To the Register appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for recording claims to the south of Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situated on the east side of the river Tombigbee, bounded to the south and southwest by Tensaw river, and hath such natural marks as are represented by a Spanish warrant of survey hereunto annexed; containing eight hundred acres, or twenty acres front on said river, and forty back; granted to Conrad Selhoof, and transferred, by legal conveyances, to the present claimant William Buford. The Register will further please to take notice, that the said tract of land, including Piney island, is at this time so covered by water, that an accurate survey cannot be made on the same; and that, when a proper board shall be appointed for adjusting the claims to lands lying in that part of Washington county, the claimant will exhibit the necessary plot and other documents to establish the said claim.

MARCH 31, 1804.

[Plot omitted.]

W. BUFORD, *Claimant.*

The claimant exhibited a Spanish warrant in the words and figures following, viz:

His Excellency DON ESTEVAN MIRO, Colonel of the Royal army, Governor civil and military of the city and province of Louisiana, &c.

Conrad Selhoof, inhabitant of Mobile jurisdiction, with great respect to your excellency, says, that there is found a tract of land, on Tensaw river, containing twenty acres, by the name of Pine island; which land, until now, never had any proprietor; he begs your excellency to grant him the above petition, and deliver him the titles necessary from the Secretary of Government, which may correspond with the concession; for which favor he will forever be thankful.

CONRAD SELHOOF.

MOBILE, January 15, 1788.

Don Vicent Folch, captain in the Louisiana regiment of fixed, commandant civil and military of said place and its jurisdiction, certified, that the land the petitioner solicits is vacant, by information taken from different inhabitants, who are well informed of said place, for which I sign at said place the day and date above mentioned.

VICENT FOLCH.

NEW ORLEANS, February 9, 1788.

The surveyor of this province, Don Laveau Trudeau, shall establish that part of land of twenty acres front, which the petitioner solicits, with its profounder of forty, as customary; as it is vacant, not causing prejudice to any neighbors, at the same place mentioned in the above petition; with the precise conditions of making the road and clearing regularly, in peremptory space of one year; and if, at the precise space of three years, the land is not settled, after which period it cannot be established, this grant to remain null; under which supposition, the business of settling the limits will be carried on in the tract, and remitted to me to provide the interested party with titles in form.

ESTEVAN MIRO.

MOBILE, April 4, 1788.

Certifies that the above is a true copy of the original, in the office at this place.

SANTIAGO DE LA SAUSSAYE, *Public Notary.*

The above is a copy of the Spanish grant.

THOS. PRICE.

The above was compared exact with the original in this office under my charge, by me,

JOAQU. DE ORSONO. [L. s.]

I, Thomas Price, of the post of Mobile, English interpreter for His Majesty the King of Spain, do solemnly swear by the Almighty God, and by the Holy Cross, that this is a true and faithful translation of the Spanish grant, or writing hereto annexed.

THOS. PRICE.

Subscribed and sworn before the Board, March 21st, 1804.—Attest: DAVID PARMELEE 2d, Clerk.

Upon the back of said order of survey, there are two writings or conveyances in the words and figures following, to wit:

Know all men by these presents, that I, Cornelius McCurtin, by virtue of a power of attorney to me given by the widow Colate, of New Orleans, have made over unto John Linder, Esquire, his heirs or assigns, forever, the within grant, with all the rights and titles of said Madam Colate. Given under my hand this 10th day of March, 1794. As by power of attorney from the widow Colate.

CORNELIUS McCURTIN.

Know all men by these presents, that I, John Linder, Esquire, Senior, have hereby bargained and sold unto John Linder, Junior, the within premises, or his heirs, executors, administrators, and assigns, forever, for which I hereby warrant and defend against all persons whatsoever, or my heirs, executors, administrators, or assigns, for value received; as witness my hand and seal, this 11th day of June, 1798.

JNO. LINDER.

Witnesses, JAMES McALPINE,
JOHN MILLS.

Entered in record of claims, (east side,) vol. 1, page 91, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

The claimant exhibited a deed from John Linder, duly executed, and bearing date the 24th day of October, 1803, conveying to William H. Buford all the right, title, and interest, of the said Linder in said tract of land, and the improvements thereon made.

Reuben Dyer, Joseph Stiggins, and Richard Coleman, were presented as witnesses, and, being duly sworn and interrogated by the Board, they deposed, that they were not interested in this claim. The said Stiggins also deposed, that he knew nothing of this claim but from hearsay.

The said Dyer also deposed, that Mr. Collett, many years past, lived upon the land in question; that he, Dyer, knew of no person, either by the name of Collett or Selhoof, being on said land, in the year 1795; that the person called Collett was, when he knew him, an elderly man; and that the said Collett died on the land in question; and that an inventory of his estate was taken by Robert Lard.

The said Coleman also deposed, that, as well as he recollected, John Linder, Senior, in the year 1795, informed him that he had the land in question in cultivation, but that he, Coleman, did not know it of his own knowledge.

The Board ordered that the case be postponed for consideration.

Adjourned until Saturday, the 18th instant.

SATURDAY, May 18, 1805.

The Board met according to adjournment. Present: Robert C. Nicholas, Joseph Chambers.

ADAM HOLLINGER's case, No. 228 on the docket of the Board, and No. 16 on the books of the Register.

Claim.—A right to nine hundred and ninety-nine acres and five-tenths of an acre, under the first section of the act, by virtue of a Spanish warrant or order of survey.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the words and figures following, to wit:

To the Commissioners appointed in pursuance of an act of Congress passed the 3d of March, 1803, for receiving and adjusting claims to lands south of the Tennessee river, and east of Pearl river.

Please to take notice, that the following tract of land, lying east of the river Tombigbee, butting and bounding as follows, viz: beginning at a tupelo gum, on the bank of the Cut-off; thence, down the meanders, to the mouth of said Cut-off, to a willow; thence, down the river Tombigbee, to a maple corner; thence, north, eighty-six degrees east, one hundred and twenty-six chains, fifty-three links; thence, a straight line, to the beginning; bounded by Tombigbee river on the west, and northwardly by the Cut-off, on the other sides by vacant land: is claimed by Adam Hollinger, under and by virtue of a Spanish grant or order of survey granted to Adam Hollinger, as may appear by the original grant now delivered to the Register of the Land Office, to be established east of Pearl river, to be recorded agreeably to that act. To all which he begs leave to refer, as also to the copy of the plot herewith filed.

W. CARMAN, Attorney for Adam Hollinger.

FORT STODDEKT, March 21, 1804.

[Plot omitted.]

Said warrant of survey was exhibited in the words following, viz:

MOBILE, December 24, 1794.

His Excellency the GOVERNOR GENERAL:

Adam Hollinger, inhabitant of this jurisdiction, with the most profound respect, represents before your excellency and says, that, within the district of Tombigbee exists and is twenty-five acres of vacant land, on a creek called Boukanonga, and on the right hand of said creek, up the river. Said land has no proprietor; and having slaves in number sufficient to cultivate the same, he begs your excellency to grant him the above petition, with papers necessary from the Secretary of Government, which may correspond with the concession, for which favor he will be forever thankful.

ADAM HOLLINGER.

MOBILE, December 27, 1794.

His excellency the Governor General of these provinces, by information from the old settlers of said river, it appears that the land the above petitioner solicits is vacant, and has no proprietor, and the number of slaves in possession of the above petitioner, it suffers no difficulty in granting the above petition, as it may seem best.

MANUEL DE LANZOS.

NEW ORLEANS, January 30th, 1795.

The surveyor of this province, Don Carlos Laveau Trudeau, or some other named by him, shall establish the petitioner on the twenty-five acres of land front, with the profounder, as customary, of forty acres back, as it appears vacant, and not causing any prejudice to any neighbors, with the precise conditions of making the road and clearing regularly, in the peremptory space of one year; and if, at the precise space of three years, the land is not settled, during which period it cannot be alienated, this grant to remain null; under which supposition the business of settling the limits will be carried on in the tract, and remitted me to provide the interested party with titles in form.

THE BARON OF CARONDELET.

MOBILE, February 16, 1795.

Registered. Certifieth the above is a copy of the original concession, that remains in these archives, under my charge.

MANUEL DE LANZOS.

The above is a copy of the Spanish grant.

THOS. PRICE.

The above was compared exact with the original in this office, by me,

JOAQUIN DE OSORNO. [L. s.]

I, Thomas Price, of the post of Mobile, English interpreter for His Majesty the King of Spain, do solemnly swear by the Almighty God, and by the Holy Cross, that this is a true and faithful translation of the Spanish grant or writing hereto annexed.

THOS. PRICE.

Subscribed and sworn before the Board, March 21st, 1804.—Attest: DAVID PARNELEE 2d, Clerk.

Entered in record of claims, (east of Tombigbee,) vol. 1, page 62, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

John Jacob Abner and Joseph Bates, senior, were presented as witnesses, and, being duly sworn and interrogated by the Board, they deposed, that they were not interested in this claim; that, in the year 1795, a man by the name of Watkins cultivated the land in question, as a tenant at will of Adam Hollinger; that, in the same year, in the month of August, Adam Hollinger commenced a clearing on the land, by his overseer and hands, and in the latter end of the same year removed himself and family to the place where he now lives; that the said land had been cultivated by the said Hollinger ever since, and that Adam Hollinger was, at that time, twenty-one years of age, and the head of a family.

The Board ordered the case to be postponed for consideration.

JOSEPH BATES, Senior's, case, No. 229 on the docket of the Board, and No. 26 on the books of the Register.

Claim.—A right to one thousand acres, by virtue of a Spanish warrant of survey, under the first section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the words and figures following, viz:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d of March, 1803, for receiving and adjusting the claims to lands south of Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situated on the east bank of Tombigbee river, beginning on a cedar post on said east bank; running thence with Thomas Bates, Junior's, line, south, forty-five degrees east, eighty chains, to a stake; thence, north, forty-five degrees east, sixty-four chains, to a stake; thence, south, forty-five degrees east, eighty chains, to a stake; thence, south, forty-five degrees west, eighty chains, to a stake; thence, north, forty-five degrees west, eighty chains, to a stake; thence, north, fifteen degrees east, sixteen chains, to a stake; thence, north, seventy-five degrees west, eighty chains, to a cedar post on the bank of the river; thence up the river the courses and distances, as laid down in the plot, to the beginning; and hath such forms and marks, both natural and artificial, as are fully represented in the plot annexed, containing one thousand acres: is claimed by Joseph Bates, Senior, in and by virtue of a Spanish grant, and is now exhibited to the Register of the Land Office, established east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to a copy of the plot herewith filed.

MARCH 23, 1804.

JOSEPH BATES, Senior.

[Plot omitted.]

Surveyed March 19th, 1804, by Natt Christmas. Chain bearers, Sterling Dupree and Thomas Bates.

The claimant exhibited an order of survey as follows, to wit:

MOBILE, July 20th, 1795.

HIS EXCELLENCY THE GOVERNOR GENERAL:

Joseph Bates, inhabitant of this district, with the greatest respect to your excellency, represents and says, there is a tract of vacant land, situate on Tombigbee river, in distance about eighteen leagues from this place, limited on the north by land of John Turnbulls, and on the south by vacant land facing my own plantation; and, being necessitated for land to cultivate, begs your excellency to grant him twenty-five acres front, with its profunder of forty, as customary; the said land never had any proprietor. He begs your excellency to grant the above petition, with orders to the Secretary to deliver him the corresponding concession; for which favor he will be forever thankful.

JOSEPH BATES.

MOBILE, July 27th, 1795.

His excellency the Governor General of this province, by information from the inhabitants of that settlement, the land is vacant, and of consequence King's commons: not causing any prejudice to any neighbors, you may dispose as it may seem best.

NEW ORLEANS, August 18, 1795.

The Surveyor General of this province, or some individual named by him for that business, shall establish that part of land, of twenty-five acres front, with its profunder of forty acres, as customary, as it is vacant, not causing prejudice to any neighbors, at the same place mentioned in the above petition, with the precise conditions of making the road and clearing regularly in the peremptory space of one year; and if, at the precise space of three years, the land is not settled, during which period it cannot be alienated, this grant to remain null; under which supposition, the business of settling the limits will be carried on in the tract, and remitted me to provide the interested party with titles in form.

THE BARON OF CARONDELET.

MOBILE, March 6, 1804.

This is a copy compared with the original in this office under my charge.

JOAQUIN DE OSORNO. [L. s.]

The above is a copy of the Spanish grant.

THOMAS PRICE.

I, Thomas Price, of this post of Mobile, English interpreter for His Majesty the King of Spain, do solemnly swear by the Almighty God, and by the Holy Cross, that this is a true and faithful translation of the Spanish grant or writing hereto annexed.

THOMAS PRICE.

Subscribed and sworn before the Board, March 21st, 1804.—Attest: DAVID PARNELEE 2d, Clerk.

Entered on record of claims, (east of Tombigbee,) vol. 2, page 95, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

Natt Christmas, surveyor, was presented as a witness, and, being duly sworn, deposed, that he made the plot exhibited to the Board by Joseph Bates with his Spanish warrant of survey, which included the improvement and cleared lands of the claimant; that an actual survey of the river or front of this land was made, and a few chains on the

upper and lower lines running out from the river; that, in consequence of high water, it was impossible to complete the survey, except by plotting the same.

Adam Hollinger and John Jacob Abner were presented as witnesses, and, being duly sworn and interrogated by the Board, they deposed, that they were not interested in this claim. The said Abner testified further, that, in the year 1791, he was at Joseph Bates, Senior's, and saw considerable improvements and cultivation on the land in question; that he, the said Bates, had continued to cultivate thereon ever since; that he was, on the 18th day of August, 1795, twenty-one years of age, and the head of a family.

The said Hollinger also deposed, that Joseph Bates, Senior, cultivated the land in question in the year 1795; and had continued to cultivate the same ever since; that, on the 18th day of August, 1795, he was twenty-one years of age, and the head of a family.

The Board ordered that the case be postponed for consideration.

RICHARD TURVIN's case, No. 230 on the docket of the Board, and No. 20 on the books of the Register.

Claim.—A donation of six hundred and forty acres, under the second section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the words and figures following, viz:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting claims to land south of Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situated on the east side of Tombigbee river, in the county of Washington, beginning on a maple standing on the bank of Tombigbee river, at Adam Hollinger's corner, running down the bank of said river south, forty degrees east, thirty-eight chains, to a lake; continued two chains further to an oak corner; thence, along the banks of the river south, nine degrees east, twenty chains; thence, south, nine degrees west, fifteen chains; thence, south, forty-nine degrees west, five chains; south, forty-two degrees west, seven chains and fifty links, to a swamp oak corner; thence, to Thomas Bates, Junior's, line; thence, south, forty-five degrees east, thirteen chains, to an ash station at the edge of the swamp, continued in all eighty-four chains, to a stake; thence, north, forty-five degrees east, seventy-seven chains and fifty links, to a stake; thence, north, forty-five degrees west, eighty-nine chains, to the beginning; and hath such forms and marks, both natural and artificial, as are fully represented in the plot annexed, containing six hundred and forty acres: is claimed by Richard Turvin, in and by virtue of the second section of the said act, as a donation, and is now exhibited to the Register of the Land Office, established east of Pearl river. To all which he begs leave to refer, and to be recorded as directed by said act; also to a copy of the plot herewith filed.

RICHARD TURVIN, his \times mark.

MARCH 26, 1804.

[Plot omitted.]

Surveyed February 22d, 1804, by Natt Christmas. Chain bearers, Thomas Bates, John Barnett.

Entered in record of claims, (east side,) vol. 1, page 74, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

John Jacob Abner and Adam Hollinger were presented as witnesses, and, being duly sworn and interrogated by the Board, they deposed, that they were not interested in this claim; that the land in question was not cultivated until the year 1798.

The Board ordered the case to be postponed for consideration.

SAMUEL MIMS's claim, No. 231 on the docket of the Board, and No. 85 on the books of the Register.

Claim.—A donation of six hundred and forty acres, under the second section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the words and figures following, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting claims to land south of Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situated on the east side of the Tombigbee river, in the county of Washington, beginning on the Alabama river, or Cut-off: at a sweet gum; south, five degrees east, one hundred and nine chains; south, eighty-five degrees west, seventy-one chains, at a stake; north, five degrees west, eighty chains, at a stake; and hath such forms and marks, both natural and artificial, as are fully represented in the plot annexed, containing six hundred and forty acres: is claimed by Samuel Mims, in and by virtue of a donation, and is now exhibited to the Register of the Land Office, established east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to a copy of the plot herewith filed.

W. PIERCE, for

SAMUEL MIMS.

APRIL 29, 1805.

[Plot omitted.]

Entered in record of claims, (east side,) vol. 1, page 237.

JOSEPH CHAMBERS, Register.

William Pierce and Adam Hollinger were presented as witnesses, and, being duly sworn and interrogated by the Board, they deposed, that they had no interest in this claim; that Samuel Mims did, in the year 1797, actually cultivate the land in question, lying in Nanna Hubba Island; that he was at that time twenty-one years of age, and the head of a family; and that they knew of no interfering claim.

The Board ordered that the case be postponed for consideration.

JAMES CALLIER, representative of Joseph Campbell; case commenced in page 816.

Joseph Bates, Sen. and John Jacob Abner, were presented as witnesses, and, being duly sworn and interrogated by the Board, they deposed, that they were not interested in this claim; and the said Bates testified, that the land in question was cultivated in the year 1797, by hands belonging to Isabella Trouillet, widow of Peter Trouillet; that he did not know whether Mrs. Trouillet resided on the bluff, opposite the land in question at that time, or whether she was then living in the town of Mobile; that Alexis Trouillet informed him that he was the overseer of Mrs. Trouillet, and was cultivating the land to her use, and that she was at that time, as he, Bates, believed, twenty-one years of age, and the head of a family. The said Abner also testified, that he did not see the land in question in the year 1797, but from seeing the hands of Mrs. Trouillet pass to and from the place in question, and from being told by Alexis Trouillet, that he was the overseer of Mrs. Trouillet, he had reason to believe that the land was cultivated to her use, and that she was, at that time, as he believed, twenty-one years of age, and the head of a family.

The Board ordered that the case be postponed for consideration.

NATT CHRISTMAS, representative of Michael Hartly; case commenced in page 816.

Joseph Bates, Sen., Adam Hollinger, and Richard Turvin, were presented as witnesses, and, being duly sworn and interrogated by the Board, they deposed, that they had no interest in this claim; the said Bates and Hollinger testified, that the land in question was cultivated by Michael Hartly in the year 1796, 1797, and 1798, that the

situation of the land was such as would not admit of being inhabited, and that said Hartly was, in the year 1797, twenty-one years of age, and the head of a family. The said Turvin also testified, that Michael Hartly cultivated the land in question in the years 1797 and 1798; that, from the low situation of the land, it would not admit of being inhabited; that said Hartly was, in 1797, twenty-one years of age, and the head of a family.

The Board ordered that the case be postponed for consideration.

BENJAMIN FEW's case, commenced in page 805.

Adam Hollinger was presented as a witness, and being duly sworn, he deposed, that Benjamin Few had raised three successive crops, independent of the one now growing on the land in question; and that he was, on the 3d day of March, 1803, twenty-one years of age, and the head of a family.

The Board ordered that the case be postponed for consideration.

LEMUEL HENRY, representative of Michael Hartly; case No. 232 on the docket of the Board, and No. 86 on the books of the Register.

Claim.—A donation of six hundred and forty acres, under the second section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the words and figures following, to wit:

To the honorable the Board of Commissioners appointed in pursuance of the act of Congress passed the 3d of March, 1803, for the adjusting of claims to land south of Tennessee, and east of Pearl river.

Please to take notice, that Lemuel Henry, legal representative of Michael Hartly, claims a tract of land of six hundred and forty acres, as a donation, situate on the lower end of the Nanna Hubba Island, beginning at a cedar post, on the east bank of the Tombigbee river, running north, fifty-seven degrees east, five hundred poles, to the Alabama river, and down both rivers for complement, as by the plot herewith filed will more fully appear.

LEMUEL HENRY.

[Plot omitted.]

Surveyed by Lemuel Henry.

Entered in record of claims, (east side,) vol. 1, page 239.

JOSEPH CHAMBERS, Register.

The claimant exhibited a deed, bearing date the 22d day of April, 1805, from Michael Hartly, conveying to Lemuel Henry all the said Hartly's right to said tract of land.

Adam Hollinger, Joseph Bates, Sen., and Richard Turvin, were presented as witnesses, and, being duly sworn and interrogated by the Board, they deposed, that they were not interested in this claim. The said Bates and Hollinger testified, that the land in question was cultivated by Michael Hartly in the years 1796, 1797, and 1798; that the situation of the land was such as would not admit of being inhabited; and that the said Hartly was, in the year 1797, twenty-one years of age, and the head of a family. The said Turvin testified, that Michael Hartly cultivated the land in question in the years 1797 and 1798; that, from the low situation of the land, it would not admit of being inhabited, and that said Hartly was, in 1797, twenty-one years of age, and the head of a family.

The Board ordered that the case be postponed for consideration.

SAMUEL MIMS, representative of William Clark; case No. 233 on the docket of the Board, and No. 66 on the books of the Register.

Claim.—A right to one hundred and seventy-four acres, by virtue of a British grant, under the first section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the words and figures following, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting claims to lands south of Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situated about eighty miles from the town of Mobile, in the county of Washington, bounded on the west by the river Alabama, and on the other sides by a lagoon, and hath such forms and marks, both natural and artificial, as are fully represented in the plot annexed, containing one hundred and seventy-four acres, is claimed by Samuel Mims, legal representative to William Clark, in and by virtue of a British grant, and is now exhibited to the Register of the Land Office, established east of Pearl river, to be recorded as directed by said act, to all which he begs leave to refer, as also to a copy of the plot herewith filed.

SAMUEL MIMS.

MARCH 31, 1804.

[Plot omitted.]

Surveyed, 1778, by Elias Durnford, S. G.

A grant was exhibited in the words and figures following, to wit:

WEST FLORIDA, 58:

GEORGE THE THIRD, by the grace of God, of Great Britain, France, and Ireland, King, defender of the faith, &c.
To all to whom these presents shall come, greeting:

Know ye, that we, of our special grace, certain knowledge, and mere motion, have given and granted, and, by these presents, for us, our heirs and successors, do give and grant, unto William Clark, his heirs and assigns, all that tract of land situated about eighty-five miles from the town of Pensacola, bounded on the west by the river Alabama, and on the other sides by a lagoon, in our province of West Florida, and having such shape, form, and marks, both natural and artificial, as are represented in the plot thereof herunto annexed, as drawn by our Surveyor General of lands; which said tract of land contains one hundred and seventy-four acres, and is bounded as by the further certificate herunto likewise annexed, under the hand of said Surveyor General of lands, in our said province, may more fully and at large appear; together with all woods, underwoods, timber, and timber trees, lakes, ponds, fishings, waters, watercourses, profits, commodities, hereditaments, and appurtenances whatsoever herunto belonging, or in anywise appertaining; together, also, with privilege of hunting, hawking, and fowling in and upon the same, and all mines and minerals, reserving to us, our heirs and successors, all mines of gold and silver: to have and to hold the said tract of land, and all and singular the premises hereby granted, with the appurtenances, unto the said William Clark, his heirs and assigns, forever, in free and common socage, yielding and paying unto us, our heirs and successors, or to the Receiver General of our quit-rents for the time being, or to such other officer as shall be appointed to receive the same, a quit-rent of one halfpenny sterling per acre, at the feast of St. Michael every year; the first payment to commence on the said feast of St. Michael, which shall first happen after the expiration of ten years from the date hereof, or within fourteen days after the said feast annually: *Provided, always,* (and this present grant is upon condition,) *nevertheless,* That this grant shall be duly registered in the Register's Office of this province, within six months from the date hereof, and also that a docket thereof shall be entered in the Auditor's Office within the same time, if such establishment shall take place in this province: *And provided, also,* That if the said William Clark, his heirs and assigns, do not in all things fully comply with, and fulfil the condition herein above set forth, for the registering of this grant, within the time herein above limited for the completion thereof; or if the said William Clark, his heirs and assigns, shall not pay to us, our heirs and successors, or to the Receiver General of our quit-rents, or to the proper officer appointed to receive the same, the said

quit-rent of one halfpenny sterling per acre, on the said feast of St. Michael, or within fourteen days after, annually, for every acre contained in this grant; that then, and in either of these cases, respectively, this grant shall be void, any thing herein contained to the contrary notwithstanding; and the said lands, tenements, hereditaments, and premises, hereby specified, and every part and parcel thereof, shall revert to us, our heirs and successors, as fully and absolutely, as if the same had never been granted.

Given under the great seal of our province of West Florida: Witness our trusty and well beloved Peter Chester, Esquire, our Captain General, and Governor-in-chief in and over our said province, at Pensacola, this sixth day of August, in the year of our Lord one thousand seven hundred and seventy-eight, and in the eighteenth year of our reign.

PETER CHESTER.

Passed the Secretary's Office.

PH. LIVINGSTON, JUN., *Deputy Secretary.*

WEST FLORIDA:

Pursuant to a fiat from his excellency Peter Chester, Esq., Captain General and Governor-in-chief in and over His Majesty's province of West Florida, &c. to me directed, bearing date the 4th day of August, 1778, I have perused and inspected the within letters patent, and do hereby certify that there is no error therein apparent to me.

ELIHU HALL BAY, for
E. R. WEGG, *Attorney General.*

AUDITOR'S OFFICE, August 6, 1778.

A docket of the within grant is entered in book B. folio 42, by

J. LORIMER, *Deputy Auditor.*
PENSACOLA, *Secretary's Office.*

I do hereby certify, that the within letters patent, Surveyor General's certificate, together with the certificate of the Attorney General, are recorded in the Secretary and Register's Office of the province of West Florida, in liber A, No. 4, page 42, &c. Examined and compared with the said record.

PHILIP LIVINGSTON, JUN., *Deputy Secretary.*

Upon the back of which grant there is an endorsement, in the following words and figures, to wit: I deliver the within grant to Jesse McCall, Esq., as conveyed to him twenty-seventh May, 1801, by me,

A. GINDRAT.

Entered in record of claims, (east side,) vol. 1, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, *Register.*

The claimant exhibited a deed from A. Gindrat, bearing date the 27th day of May, 1801, conveying to Jesse McCall, Esq., all the said Gindrat's right and title to said land; also a deed from Jesse McCall, bearing date the 23d day of September, 1801; conveying to Samuel Mims all the said McCall's right, title, and interest in said tract of land.

Adam Hollinger and William Pierce were presented as witnesses, and, being duly sworn and interrogated by the Board, they deposed, that they were not interested in this claim. The said Hollinger also testified, that the land in question was cultivated by Samuel Mims in the year 1795; that said land adjoined the land on which he resided, and that his principal support was had from his cultivation on this land. The said Pierce also deposed, that the land in question was cultivated in the year 1795, by Samuel Mims, and that, from a conversation which he heard between the said Mims and William Clark, he was induced to believe that said land was then the property of said William Clark, and that Mims was tenant at will of him, said Clark; and that he, Clark, was an inhabitant and resident in the State of Georgia on the 27th day of October, 1795; that the land in question was adjoined to that on which the said Mims resided, and that his principal support was had from this land.

The Board ordered that the case be postponed for consideration.

SAMUEL MIMS, representative of William Clark; case No. 234 on the docket of the Board, and No. 67 on the books of the Register.

Claim—A right to three hundred and fifty acres, by virtue of a British grant, under the first section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the words and figures following, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting the claims to land south of Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situated on the east side of Tombigbee and Alabama river, in the county of Washington, butting and bounded west, by the Alabama river and a lagoon, and all other sides by vacant land, and hath such forms and marks, natural and artificial, as are represented in the plot annexed, containing three hundred and fifty acres, is claimed by Samuel Mims, legal representative of William Clark, in and by virtue of a British patent, and is now exhibited to the Register of the Land office established east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to a copy of the plot herewith filed.

SAMUEL MIMS.

MARCH 31, 1804.

[Plot omitted.]

Surveyed by Elias Durnford, Surveyor General.

The claimant exhibited a British grant as follows, to wit:

WEST FLORIDA, ss:

GEORGE THE THIRD, *by the grace of God, of Great Britain, France, and Ireland, King, defender of the faith, &c.*
To all to whom these presents shall come, greetings:

Know ye, that we, of our special grace, certain knowledge, and mere motion, have given and granted, and by these presents, for us, our heirs and successors, do give and grant, unto William Clark, his heirs and assigns, all that tract of land situated on the east side of Alabama river, bounded West by said river and by a lagoon, and on all other sides by vacant land, in our province of West Florida, and having such shape, form, and marks, both natural and artificial, as are represented in the plot thereof hereunto annexed, as drawn by our Surveyor General of lands, which said tract of land contains three hundred and fifty acres, and is bounded as by the further certificate hereunto likewise annexed, under the hand of our said Surveyor General of lands, in our said province, may more fully and at large appear; together with all woods, underwoods, timber, and timber trees, lakes, ponds, fishings, waters, water-courses, profits, commodities, hereditaments, and appurtenances whatsoever thereunto belonging, or in anywise appertaining; together, also, with privilege of hunting, hawking, and fowling in and upon the same, and all mines and minerals, reserving to us, our heirs and successors, all mines of gold and silver: to have and to hold the said tract of land, and all and singular the premises, hereby granted, with the appurtenances, unto the said William Clark, his heirs and assigns, forever, in free and common socage, yielding and paying unto us, our heirs and successors, or to the Receiver General of our quit-rents for the time being, or to such other officer as shall be appointed to receive the same, a quit-rent of one halfpenny sterling per acre, at the feast of St. Michael every year, the first payment to commence on the said feast of St. Michael which shall first happen after the expiration of ten years from the date hereof, or within fourteen days after said feast annually. *Provided always,* and this present grant is upon condition,

nevertheless, That this grant shall be duly registered in the Register's Office of this Province, within six months from the date hereof, and also that a docket thereof shall be entered in the Auditor's Office within the same time, if such establishment shall take place in this province. *And provided, also*, That if the said William Clark, his heirs or assigns, do not in all things fully comply with, and fulfil the condition herein above set forth, for the registering of this grant, within the time herein above limited for the completion thereof; or, if the said William Clark, his heirs or assigns, shall not pay to us, our heirs and successors, or to the Receiver General of our quit-rents, or to the proper officer appointed to receive the same, the said quit-rent of one halfpenny sterling per acre, on the said feast of St. Michael, or within fourteen days after, annually, for every acre contained in this grant, that then, and either of these cases respectively, this grant shall be void, any thing therein contained to the contrary notwithstanding; and the said lands, tenements, hereditaments, and premises, hereby specified, and every part and parcel thereof, shall revert to us, our heirs and successors, fully and absolutely, as if the same had never been granted.

Given under the great seal of our province of West Florida; Witness our trusty and well beloved Peter Chester, Esquire, our Captain General, and Governor-in-chief in and over our said province, at Pensacola, this sixth day of August, in the year of our Lord one thousand seven hundred and seventy-eight, and in the eighteenth year of our reign.

Passed the Secretary's Office.

[G. S.] PETER CHESTER.
PH. LIVINGSTON, JUN., *Deputy Secretary*.

WEST FLORIDA:

Pursuant to a fiat from his excellency Peter Chester, Esq. Captain General and Governor-in-chief in and over His Majesty's province of West Florida, &c. to me directed, bearing date the sixth day of August, 1778, I have perused and inspected the within letters patent, and do hereby certify that there is no error therein apparent to me.

E. R. WEGG, *Attorney General*.

A docket of the within grant is entered in book B, folio 42.

AUDITOR'S OFFICE, August 6, 1778.

J. LORIMER, *Deputy Auditor*.
PENSACOLA, *Secretary's Office*.

I do hereby certify that the within letters patent, Surveyor General's certificate, together with the certificate of the Attorney General, are recorded in the Secretary and Register's Office of the province of West Florida, in liber A, No. 4, page 44. Examined and compared with the said record by

PH. LIVINGSTON, JUN., *Deputy Secretary*.

Entered in record of claims, (east side,) vol. 1, page 136, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, *Register*.

The claimant exhibited two deeds, one from A. Gindrat, bearing date the 16th day of June, 1801; conveying to Jesse McCall all the said Gindrat's right, title, and interest, in and to said tract of land; the other deed from Jesse McCall, bearing date the 23d of September, 1801, conveying to Samuel Mims all the said McCall's right, title, and claim, to said land, and the improvement thereon.

Adam Hollinger and William Pierce were presented as witnesses, and being duly sworn and interrogated by the Board, they deposed that they had no interest in this claim; Adam Hollinger further testified, that the land in question was cultivated and inhabited by Samuel Mims. The said Pierce also deposed, that in the year 1795, the land in question was cultivated by Samuel Mims; that, from a conversation which he heard between the said Mims and William Clark, he was induced to believe, that the land was then the property of the said Clark, and that he, the said Mims, was the tenant at will of him, the said Clark, and that said Clark was an inhabitant and resident in the State of Georgia, on the 27th day of October, 1795.

The Board ordered that the case be postponed for consideration.

JOSEPH STIGGINS, representative of John Johnson; case No. 235 on the docket of the Board, and No. 83 on the books of the Register.

Claim.—A right to eight hundred acres, by virtue of a Spanish warrant of survey, under the first section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the words and figures following, to wit:

To the Commissioners appointed in pursuance of an act of Congress passed the 3d of March, 1803, for receiving and adjusting claims to land south of Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, lying east of the Mobile river, bounded on the east by lands belonging to the United States, south, by Mrs. Steel's donation, west, by the Tensaw lake, and north, by a donation of Joseph Stiggins, representative of Coleman and others, is claimed by Joseph Stiggins, representative of John Johnson, Esq. by virtue of the first section of said act, under a Spanish warrant, bearing date the 9th February, 1788. To all which he begs leave to refer, as also to a copy of the plot herewith filed.

JOSEPH STIGGINS,
Representative of John Johnson, Esq.

MAY 11, 1804.

[Plot omitted.]

It appearing from the files in this case, that there was no plot with the notice, which was filed with the Register on the 11th June, 1804, John Miliken, the surveyor, was duly sworn, and did depose, that, to the best of his recollection and belief, he filed a plot with said notice, on the 11th day of June, 1804; that the plot which he filed with the Register was afterwards brought to him by Stiggins, and that he, Miliken, made out a plot different from the one originally filed, and gave it to Stiggins; but, whether he filed the altered plot or the original with the Register he could not say, but believed he did file the same, as amended, previous to the first of May, 1805, and that the plot now filed was conformable to the one amended by him for Stiggins.

The claimant exhibited a Spanish warrant of survey, in the words and figures following, to wit:

DON ESTEVAN MIRO, Colonel of the army, Governor of the province of Louisiana:

MOBILE, January 14, 1788.

John Johnson, inhabitant within the jurisdiction of Mobile, with all due respect, represents to your excellency, that there is on the bank of the Tensaw river a vacant piece of land of twenty acres, which to this period never has had any proprietor, he therefore humbly expects that the generosity of your excellency will grant him the property of said land, with the ordinary depth, giving orders to the Secretary of Government, of your city, for the concession of the said titles; therefore he entreats your excellency to grant him this favor.

JOHN JOHNSON.

Don Vicent Folch, captain of the regiment of Louisiana and commandant of Mobile. I certify that the land which is solicited is vacant, according to the information that has been taken from several inhabitants, and in witness whereof I sign this, the date as above.

VICENT FOLCH.

NEW ORLEANS, *February 9, 1788.*

The surveyor of this province, Don Carlos Laveau Trudeau, will establish this petitioner on the twenty acres of land of front, which is solicited, with the common depth of forty acres, in the place indicated in the antecedent memorial, the same being vacant, and causing no prejudice to any one whatever, under the precise condition of making the road and the regular clearing in the term of a year; and this concession to be null if, at the expiration of three years, the ground be not established, and until that time not to be alienated; after the fulfilment of which conditions the regular titles of propriety will be made out and granted.

ESTEVEAN MIRO.

MOBILE, *March 10, 1788.*

I certify that the antecedent copy is equal to its original, which is in the archives of this place.

SANTIAGO DE LA SAUSSAYE.

PENSACOLA, *February 22, 1804.*

I do certify that the above is, to the best of my knowledge and judgment, a faithful translation of a Spanish document, transmitted to me by Mr. Joseph Stiggins, inhabitant of Tensaw.

JAMES INNERARITY.

Entered in record of claims, (east side,) vol. 1, page 232, by EDWARD LLOYD WAILES, for JOSEPH CHAMBERS, *Register.*

The claimant exhibited three deeds or writings, that is to say, a deed from John Johnson, bearing date the 8th day of January, 1796, conveying to Arthur Rials, all right, title, and interest, which the said Johnson had to said tract of land, and the improvements thereon; a deed from Samuel Lyons, bearing date the 8th day of November, 1796, conveying to Joseph Stiggins, all the said Lyons's right and title to said land and the improvements; also a deed from Arthur Rials, bearing date the 11th day of November, 1796, conveying to Joseph Stiggins all the said Rials's right, title, and claim to the aforesaid tract of land, and the improvements thereon made.

Reuben Dyer and Benjamin Pyburn were presented as witnesses, and, being duly sworn and interrogated by the Board, they deposed, that they were not interested in this claim; that, as well as they recollected, the land in question was cultivated on the 27th day of October, 1795, by James Upton or William Hillis, and that the said land was cultivated for a considerable time before the year 1795, to the use of John Johnson, and continued in cultivation until it went into the possession of the said Upton or Hillis; that the said Johnson was, on the 9th day of February, 1788, twenty-one years of age, and the head of a family; that the cultivation of the said land, by the said Upton or Hillis, was to the use of Samuel Lyons.

The Board ordered that the case be postponed for consideration.

Adjourned until Tuesday, the 21st instant.

TUESDAY, *May 21, 1805.*

The Board met according to adjournment. Present: Robert C. Nicholas, Joseph Chambers.

Adjourned until Friday, the 24th instant.

FRIDAY, *May 24, 1805.*

The Board met according to adjournment. Present: Robert C. Nicholas, Joseph Chambers.

WILLIAM WEBBER's case, commenced in page 818.

William H. Buford was presented as a witness, and, being duly sworn, deposed, that he made the plot and survey of the land in question; that the land lay in the county of Washington, and that the Indian claims to the whole of the said land had been extinguished; that it included the improvements of the claimant; and that he, Buford, knew of no interfering claim.

The Board ordered that the case be postponed for consideration.

Adjourned until Saturday, the 25th instant.

SATURDAY, *May 25, 1805.*

The Board met according to adjournment. Present: Robert C. Nicholas, Joseph Chambers.

HEIRS OF VALENTINE DUBROCA's case, No. 236 on the docket of the Board, and No. 49 on the books of the Register.

Claim.—A donation of six hundred thirty-nine acres and nine tenths of an acre, under the second section of the act. The claimants presented their claim, together with a surveyor's plot of the land claimed, in the words and figures following, to wit:

To the Commissioners appointed in pursuance of an act of Congress passed the 3d day of March, 1803, for receiving and adjusting claims to land south of the Tennessee river, and east of the Pearl river.

Please to take notice, that the following tract of land, lying east of the Mobile River, bounded northeastwardly by lands claimed by Joseph Campbell, as the legal representative of Augustin Rochon, westwardly by the Mobile river, and on the south, by vacant land, is claimed by Marton Dubroca, widow, for the use and benefit of the heirs to the estate of Valentine Dubroca, deceased, the said Marton Dubroca being his widow, and acting for said estate, under and by virtue of the second section of the above mentioned act of Congress, for granting donation lands. To all which she begs leave to refer, as also to the copy of the plot now delivered to the Register of the Land Office, to be established east of Pearl river, which plot is herewith filed.

FORT STODDERT, *March 31, 1804.*

MILAIINE DUBROCA,
Acting for Marton Dubroca.

[Plot omitted.]

Surveyed March 26, 1804, by James Gordon.

Entered in record of claims, (east side,) vol. 1, page 120, by EDWARD LLOYD WAILES, for JOSEPH CHAMBERS, *Register.*

Adam Hollinger and Richard Barrow were presented as witnesses, and, being duly sworn and interrogated by the Board, they deposed, that they had no interest in this claim. The said Barrow testified, that the land in question was cultivated by negroes, said to be the property of Dubroca, and superintended by a young man, son of said Dubroca, in the year 1797; but whether he cultivated to the use of the claimants, or to his own use, he did not know. The said Hollinger also testified, that Valentine Dubroca, by his negroes and one of his sons, cultivated a tract of land near the Sunflower.

Question. Do you know of more than one person by the name of Dubroca, who was the head of a family in the year 1795, 1796, or 1797?

Answer. I did not.

The Board ordered that the case be postponed for consideration.

JOSEPH CAMPBELL, representative of AUGUSTIN ROCHON and LOUISA ROCHON; case No. 237 on the docket of the Board, and No. 65 on the books of the Register.

Claim.—A right to two thousand three hundred thirty-seven acres and five tenths of an acre, by virtue of two Spanish warrants of survey, under the first section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the words and figures following, viz:

To the Commissioners appointed in pursuance of an act of Congress passed the 3rd of March, 1803, for receiving and adjusting claims to lands south of the Tennessee river, and east of the Pearl river.

Please to take notice, that the following tract of land, lying east of the Mobile River, bounding northwardly by a bayou, which divides it from lands surveyed for the estate of Dominique, on the east by vacant land, southwardly, by lands known by the name of Daniel Ward's lands, and on the west, by the said river, is claimed by Joseph Campbell, legal representative of Augustin Rochon, said Rochon having sold said lands, or the titles thereof, to the said Joseph Campbell, under and by virtue of two Spanish grants or orders of survey, granted to Louisa Rochon and the said Augustin Rochon. To all which he begs leave to refer, as also to the copy of the plots, now delivered to the Register of the Land Office to be established east of Pearl river, which plots are herewith filed, and the grants entered.

FORT STODDERT, *March 31, 1804.*

[Plot omitted.]

JOSEPH CAMPBELL.

Surveyed 8th March, 1804, by James Gordon. Chain bearers, John Burgess, William Weathers.

Entered in record of claims, (east of Tombigbee,) vol. 1, page 129, by EDWARD LLOYD WAILES, for JOSEPH CHAMBERS, *Register.*

Adam Hollinger and Richard Barrow were presented as witnesses, and being duly sworn and interrogated by the Board, they deposed, that they had no interest in this claim; that Augustin Rochon cultivated the land in question, from about the year 1793 until the evacuation of the Spanish troops in the year 1799; that they believed he was, at that time, twenty-one years of age. That Augustin Rochon continued to cultivate the land in question, with the hands of Louisa Rochon, (his mother,) and his own, from the year 1793, until the evacuation of the Spanish troops, which took place in the year 1799.

The Board ordered that the case be postponed for consideration.

THOMAS BATES, Junior's, case, No. 238 on the docket of the Board, and No. 19 on the books of the Register.

Claim.—A donation of six hundred and forty acres, under the second section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the following words and figures, viz:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting the claims to lands south of the Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situated on the east side of Tombigbee, in the county of Washington, beginning on a cedar post in a field on the bank of Tombigbee river, running up the river bank, north, eighty-six degrees east, thirty chains; thence, north, sixty-eight degrees east, ten chains; thence, north, fifty-five degrees east, fifteen chains; thence, north, eighty-five degrees east, ten chains; thence, north, seventy-five degrees east, fifteen chains, to a swamp oak corner, to Richard Turvin on the bank of the river; thence, south, forty-five degrees east, seventy-five chains, crossing a cypress swamp to a stake; thence, south, sixty-two degrees west, eighty-six chains and fifty links, to a stake; thence, to the beginning, containing six hundred and forty acres, and hath such forms and marks, both natural and artificial, as are fully represented in the plot annexed: is claimed by Thomas Bates, Junior, in and by virtue of the second section of said act, as a donation, and is now exhibited to the Register of the Land Office established east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to the copy of the plot herewith filed.

MARCH 23, 1804.

THOMAS BATES, JUN.

[Plot omitted.]

Surveyed February 28, 1804, by Natt Christmas. Chain bearers, John Barnet, John Hawkins.

Entered in record of claims, (east side) vol. 1, page 73, by EDWARD LLOYD WAILES, for JOSEPH CHAMBERS, *Register.*

Joseph Bates and Richard Barrow were presented as witnesses, and, being duly sworn and interrogated by the Board, they deposed, that they were not interested in this claim. The said Bates testified, that before the year 1797, throughout that year and ever since, Thomas Bates, Jun., the present claimant, had inhabited and cultivated the land in question, and that in the month of April, 1797, he arrived at the age of twenty-one years.

Question. What kind of cultivation and improvement hath the claimant made on the land by him claimed?

Answer. Being an unmarried man, he lived near by the land, in my family, but carried on business by himself. The first year he cleared about seven acres, and in the year 1797 had a crop on the same; he has since regularly increased his improvements, to about forty acres now under cultivation; his buildings are a horse stable and corn house.

Question to the said Barrow. Who cultivated the land in question in the year 1797?

Answer. I do not know.

Question. Was Thomas Bates, Jun. twenty-one years of age in 1797?

Answer. I do not know, but I have reasons to believe he was.

Question. How many acres has the said Bates in cultivation?

Answer. I suppose about twenty acres at this time.

Natt Christmas, surveyor, was duly sworn, and did depose, that Thomas Bates, Junior's, donation claim exhibited to the Board included the larger part of his improvements and cleared land; that an actual survey was made on the river or front of the land, and a few chains on the line above and below running out from the river; that in consequence of high water it was impracticable to complete the survey, except by plotting the same.

The Board ordered that the case be postponed for consideration.

JAMES CALLIER, representative of Joseph Campbell; case commenced in page 816.

Henry Weathers and Richard Barrow were presented as witnesses, and, being duly sworn and interrogated by the Board, they deposed, that they were not interested in this claim; that the land in question was cultivated to the use of the widow Trouillet in the year 1797, and that she was at that time the head of a family. The said Weathers also deposed that, in the year 1797, he was hired by the widow Trouillet to work on the land in question; that at that time she lived in the town of Mobile, as well as he recollected. The said Barrow further deposed, that he did believe that the widow Trouillet was living on the bluff, nearly opposite the land in question, in the year 1797.

The Board ordered that the case be postponed for consideration.

NATT CHRISTMAS and LEMUEL HENRY's case; the former commenced in page 816, the latter in page 825; each of whom claim as representative of Michael Hartly.

Rebecca Hartly and William Hartly were presented as witnesses, May 15th, 1805, and, being duly sworn and interrogated by the Board, the said Rebecca deposed, that she should be richer if Natt Christmas got the land than

if Mr. Henry got it, but also said, that it made no difference with her, whether Natt Christmas obtained a right to the land or not, as he was to pay the same amount in either case; that, as well as she recollected, about three weeks ago, on Sunday, young Mr. Henry came to the dwelling house of Michael Hartly, and asked her if Mr. Hartly was at home; that she answered that he was not, and then asked him, Henry, if he was acquainted with Hartly; he said he was not, to which she replied, that Hartly had just taken his gun and walked out, and that he would return home in a short time; that Mr. Henry said he had come to qualify Mr. Hartly about a piece of land, opposite to Nanna Hubba Bluff, in the Nanna Hubba Island; that she told Henry that Mr. Hartly could swear nothing in his behalf; he said that made no difference, that he had come to qualify him, Hartly, to what he knew about the land, and nothing else; that Mr. Henry then accompanied her to the cow-pen, where she went to milk the cows; that they had no more conversation about the land, until some time after dark, but, that before this time Mr. Henry and Mr. Hartly, her husband, had both returned to the house; that Mr. Henry then stated to her husband that he, Henry, did not know what to do about the land, and wished that his brother had come himself, as he knew more about these things; but, that he would write down what he, Hartly, would swear to about the land, and take it and show it to his brother, and that he might then do as he pleased; that Mr. Henry then wrote down, as he read to them, that Michael Hartly had cultivated the land in Nanna Hubba Island, in the year 1797, for his own use, or words to that effect; that to that writing her husband made his mark. The conveyance made by Hartly to Henry being read to Mistress Hartly, she said, that she well recollected that Henry read from the beginning of the writing as far as the words in the year 1797, before and afterwards; but, that the words from thence to the end of the instrument, she did not recollect to have heard before, nor did she believe that it ever was read to her or to her husband; that she had heard read a copy of the instrument written by Henry. The said William deposed, that he was not interested in this claim; that he heard read a writing that John Henry wrote, and which his father Mr. Hartly made his mark to, but that it only stated, as well as he recollected, that his father cultivated the land in Nanna Hubba Island, in the year 1797, before and afterwards, that he had since heard read a copy of the writing made by John Henry, to which his father made his mark; that Henry said that he had come to qualify his father; that he would take the writing to his brother; that he did not think it would be of any account, but his brother might do with it as he pleased.

Joseph Bates, Senior, Thomas Bates, Junior, Henry Weathers, John Henry and Adam Hollinger were this day, 25th of May, presented as witnesses, and, being duly sworn and interrogated by the Board, they deposed, that they were not interested in this claim.

Question to John Henry. Did you subscribe your name to the instrument of writing from Michael Hartly to Lemuel Henry?

Answer. I did.

Question. Did you make this instrument of writing?

Answer. I did.

Question. Did you read the whole of this writing to the said Michael Hartly within his hearing?

Answer. I did, in the presence and hearing of him, his wife, and son.

Question. What consideration did you, or were you to give the said Hartly for the land conveyed by this instrument of writing?

Answer. I believe the principal consideration, or object of Mr. Hartly, was, to prevent Antonio Espaho from obtaining the land in question, and twenty dollars, which I promised should be given to him by Lemuel Henry, in case he should obtain said land.

Question. Was you instructed by Lemuel Henry to get Michael Hartly, in case you should obtain any instrument of writing relative to the land in question, to certify in the body of the same, the time of cultivating the said land?

Answer. I was.

Question. When you found that Hartly refused to say or do any thing in support of Espaho's claim, did not Hartly anxiously embrace the opportunity of doing any thing in his power for the support of his own claim, whereby said Espaho might be defeated, and he, Hartly, obtain the sum of twenty dollars?

Answer. He said he would do any thing in his power.

Question. From the conversation which passed in Hartly's family, was it or not generally and well understood what was the contents and substance of the instrument of writing from said Hartly to said Henry?

Answer. It appeared to be well understood.

Question. From the instructions you received, were there any rational motives for you to commit a fraud?

Answer. None.

Question. Did you or not tell Mr. Hartly, that it was two years too late for him to get the land in question?

Answer. I told Mr. Hartly that it was two years too late for him to get a pre-emption.

Question. Did you not tell Mr. Hartly, after obtaining the instrument in writing, that it was of no account, but that you would take it to your brother, and he might do as he pleased with it?

Answer. I told him my brother would support Turnbull's claim if he could, and if he did, that this instrument in writing would die of course.

Question. Did you not tell Mr. Hartly that your brother had possession of the land in question, and that it was impossible for him, Hartly, to get the same?

Answer. I told him my brother had the land in possession, and would continue to hold it under Espaho's claim if he could; that my brother wished to avoid disputes, and had sent me to get his, Hartly's, right if he had any.

Question. Why did you not get Mrs. Hartly, or her son William Hartly, to witness this instrument of writing?

Answer. Because they lived below the line, and I knew of no way of getting them above.

Question. Did you not get the paper on which this writing was made, from Mrs. Hartly?

Answer. I did not; the paper on which this writing was made I took with me in my pocket book. Mrs. Hartly did give a piece of paper, on which I began the instrument of writing, but found the ink spread on it in such a manner that it would not do, and I then took the paper from my pocket book on which the same is made.

Question. Did you not endeavor as much as in your power to keep Mr. Hartly ignorant of the value of his title?

Answer. I did not explain the law to him, and told him I did not think his claim very good, in consequence of Turnbull's claim to the same.

Question. Did you not tell Mr. Hartly that you would make Espaho pay you fifty dollars for riding down there to do his business?

Answer. I told him that Espaho ought to pay for my doing his business below the line, as I had understood by the contract between him and my brother, he was to do all that might be necessary below the line.

The said Weathers deposed, that he saw Michael Hartly sign the deed of conveyance from him to Natt Christmas, dated the 27th of April, by making his mark and acknowledging the same, and that he, Weathers, witnessed the same by making his mark thereon; that said deed was executed, as well as he recollected, on Sunday.

Question. Did any other person than yourself sign the instrument of writing from Hartly to Christmas, as a witness?

Answer. I do not recollect, I cannot read writing, and do not know whether there was any other witness or not, but the paper appears the same as when I made my mark thereto. Mr. Milliken wrote my name, and was present when I made my mark.

Question. Was Major Christmas present at the making of this contract?

Answer. He was not.

Question. Did you hear the contract made?

Answer. I did, and Mr. Milliken gave his note for one hundred dollars, as a consideration therefor.

Question. Who went down for you as a witness?

Answer. Mr. Milliken.

Question. What was he to give you for coming up?

Answer. Nothing at all; I had business of my own at the Bluff.

Question. Did Mr. Milliken tell you it was absolutely necessary you should come up as a witness?

Answer. He told me that he wanted me to come and prove the deed which I had witnessed.

The said Thomas Bates, Jun., deposed, that he heard Mr. Milliken say that he was to give Mr. Hartly one hundred dollars, if he, Milliken, should hold the land in question.

Question. Did you hear Mr. Hartly say whether he was to have any thing for coming to the Board of Commissioners to testify to the instrument of writing from him to Natt Christmas?

Answer. I heard him say he was to have twenty-five dollars, and was to be paid on his return from the Board of Commissioners.

Question. Did you not hear Mr. Milliken say, that he told Mr. Hartly, if he had signed any other instrument of writing, conveying the land in question, not to sign the one to Natt Christmas?

Answer. He said he told him over and often, and that Hartly said that he had not signed any other writing.

The said Joseph Bates, Sen., deposed, that he heard Mr. Hartly say that he was to have one hundred dollars for the land in question, and twenty dollars for his coming up to the Board of Commissioners, as a witness in support of the claim of Natt Christmas.

The said Hollinger deposed, that he heard Mr. Milliken say that he had bought the land in question, of Mr. Hartly, for Natt Christmas, and that said Christmas was to pay said Hartly one hundred dollars for the same, in case he, Christmas, should obtain it.

Question. Do you or not believe that, if a stranger was to apply to Mr. Hartly to purchase the land in question, that he would again sell it?

Answer. I do expect he would, although I know no harm of the man.

The Board ordered that the case be postponed for consideration.

ANTONIO ESPAHO, representative of John Turnbull; case No. 239 on the docket of the Board, and No. 15 on the books of the Register.

Claim.—A right to eight hundred acres, by virtue of a Spanish warrant of survey, under the first section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the words and figures following, viz:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d of March, 1803, for receiving and adjusting claims to land, south of Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situate on the east side of Tombigbee river, in the county of Washington, beginning at a post on said river, being Bates's lower corner, and running north, twenty-seven degrees east, one hundred and twenty-three chains and fifty links, to a stake corner; thence, south, sixty-three degrees east, sixty-three chains, to a stake corner; thence, south, twenty-seven degrees west, one hundred and twenty-three chains fifty links, to the river; thence, up the said river, as plotted, to the beginning; and has such form and marks, both natural and artificial, as are fully represented in the plot annexed, containing eight hundred acres: is claimed by Lemuel Henry, attorney in fact for Antonio Espaho, legal representative of John Turnbull, in and by virtue of a Spanish warrant, or order of survey, and is now exhibited to the Register of the Land Office established east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to a copy of the plot herewith filed.

LEMUEL HENRY.

Attorney in fact for Antonio Espaho.

MARCH 30, 1804.

[Plot omitted.]

Chain bearers, James McConnell and Edmund Smith.

Surveyed March 28th, 1804, by J. Milliken.

A Spanish warrant of survey was exhibited as follows, to wit:

His Excellency ESTEVAN MIRO, Brigadier of the Royal army, Governor and Intendant General of the province of Louisiana and West Florida, &c. &c.

John Turnbull, inhabitant in the jurisdiction of Mobile, most respectfully solicits a d declares, that there is on the Tombigbee river twenty acres of vacant land, situate opposite to land belonging to him, called la Nannahaba, the which, until now, has not had a possessor; therefore, he hopes you may grant him the proprietary, and that your excellency may give orders unto the Secretary of Government to render him the necessary titles, to the end that he might be put in actual possession, and in which favor he will ever bear in mind.

JOHN TURNBULL.

MOBILE, January 2, 1790.

MOBILE, January 4, 1790.

Don Vincente Folch, Captain of the Louisiana regiment, civil and military Commandant of Mobile and its district, certifies that the result of an inquiry made of several inhabitants, is that the land remains vacant, that the above named solicits, and as he has sufficient force to improve it, your excellency may make the cession if found suitable.

VINCENTE FOLCH.

NEW ORLEANS, January 14, 1790.

The Surveyor General of this province, Don Carlos Trudeau, will establish the above named petitioner on twenty acres of land in front, with the ordinary depth of forty, in the place above mentioned in the foregoing memorial, it not being prejudicial to any person, under which supposition the measurement will be extended in continuation and remitted to me, that I may forward to the party interested the corresponding titles in favor.

ESTEVAN MIRO.

MOBILE, March 6, 1804.

Don Joaquin de Osorno, Captain of regiment of infantry of Louisiana, Commandant civil and military of Mobile, certifies, that the above writing is a true copy of the original in the archives at my charge.

JOAQU. DE OSORNO.

The above is a copy of the Spanish grant.

THOMAS PRICE.

The above was compared exact with the original in this office, under my charge, by me,

JOAQU. DE OSORNO.

I, Thomas Price, of the post of Mobile, English interpreter for His Majesty the King of Spain, do solemnly swear by the Almighty God, and by the Holy Cross, that this is a true and faithful translation of the Spanish grant or writing hereto annexed.

THOMAS PRICE.

Subscribed and sworn before the Board, March 21, 1804.—Attest: DAVID PARMELEE 2d, Clerk.

Entered in record of claims, (east of Tombigbee,) vol. 1, page 58, by EDWARD LLOYD WAILES, for JOSEPH CHAMBERS, Register.

Adam Hollinger, Richard Barrow, and Joseph Bates, Sen. were presented as witnesses, and being duly sworn and interrogated by the Board, they deposed, that they had no interest in this claim. The said Bates also deposed, that the land in question was cultivated in the years 1793, 1794, and 1795, by a man by the name of Alexander; that John Turnbull informed him, Bates, on Nanna Hubba bluff, that he, Turnbull, had permitted the said Alexander to cultivate the same, and that said Alexander informed him, Bates, that he was on the place by permission of said Turnbull, and that the said Turnbull was, on the 14th day of January, 1790, more than twenty-one years of age.

Question. Where did said Turnbull live in the year 1795?

Answer. I believe that he lived in the town of Mobile, but I am not confident.

Question to the said Barrow. Did John Turnbull cultivate the land in question, in the year 1795?

Answer. He did not; a man by the name of Alexander cultivated said land in the years 1794 and 1795.

Question. To whose use did Alexander cultivate this land?

Answer. To his own use, I believe.

Question. Did you ever hear Alexander say, that he cultivated this land for John Turnbull?

Answer. I did not, to my recollection.

Question. Did you ever know of Alexander's paying any rent to Turnbull?

Answer. I did not, but that John Turnbull was, on the 14th day of January, 1790, more than twenty-one years of age.

The said Hollinger deposed, that John Turnbull did not cultivate the land in question in the year 1795; that said land was, at that time, cultivated by a man of the name of Alexander, but whether to his own use or Turnbull's, he knew not; that on the 14th day of January, 1790, John Turnbull was more than twenty-one years of age.

John Milliken, surveyor, being duly sworn, deposed, that he made the survey and plot returned to the Board of Commissioners, by Lemuel Henry, attorney in fact for Antonio Espaho, under a Spanish warrant of survey; that this claim interfered with the claim of Joseph Bates, Senior's, Spanish warrant, Natt Christmas's donation claim, as representative of Michael Hartly, Thomas Bates, Junior's, donation claim, and Lemuel Henry's donation claim, as representative of Michael Hartly, as represented in the general map of the Nanna Hubba Island, presented to the Board by said Milliken.

The Board ordered that the case be postponed for consideration.

Adjourned until Wednesday, the 29th instant.

WEDNESDAY, May 29, 1805.

The Board met according to adjournment. Present: Robert C. Nicholas, Joseph Chambers.

Adjourned until Saturday, the 1st day of June next.

SATURDAY, June 1, 1805.

The Board met according to adjournment. Present: Robert C. Nicholas, Joseph Chambers.

John Milliken, surveyor, being duly sworn, deposed, that he made the surveys and plots, returned to the Board of Commissioners, by the following claimants, to wit:

James Mills, representative of John Linder, Senior, Spanish warrant of survey; Lemuel Henry, representative of John Linder, Senior, Spanish warrant of survey; heirs of Michael Milton, donation claim; John Mills, donation claim; Moses Stedham, donation claim; Jesse Ross, representative of Abraham Walker, donation claim; John Randon, donation claim; William McDaniel, representative of George Phillips, donation claim; Joseph Stiggins, donation claim; Jordan Proctor, donation claim; Richard Coleman, donation claim; Reuben Dyer, donation claim; James Cockaram, representative of Samuel Lyons, donation claim; John Weekley, representative of James Farr, donation claim; William Collins, representative of Charles Conway, donation claim; George Weekley, donation claim; Francis Steel, donation claim; William Buford, representative of George Weekly, Senior, donation claim; Cornelius Dunn, pre-emption claim; William Weekley, pre-emption claim; and Simeon Wilks, donation claim; that said plots respectively contained true representations of the land therein described, according to the best of his knowledge and belief, and did include the plantations and improvements of the several claimants; that he knew of no interfering lines or claims; that the plot exhibited to the Board, in the case of Joseph Stiggins, representative of John Johnson, was made and surveyed in part by him, Milliken; that he believed that it gave a correct view of the land claimed by said Stiggins, and included his houses and cleared land; and that it did not interfere with any other claim.

The Board ordered that these cases be postponed for consideration.

WILLIAM SHIELDS's case, commenced in page 816.

John Milliken, surveyor, being duly sworn, deposed, that he made the survey and plot in this case; that he did not make an actual survey of this plot, further than twenty-five chains on the river bank, beginning on cotton tree, and plotted the balance of the survey; that this survey, as laid down in the general map of the Nanna Hubba Island, he believed to be a more correct representation of the land claimed; that it included the improvements of the claimant.

The Board ordered that the case be postponed for consideration.

JOSIAH FLETCHER's case, commenced in page 811.

John Milliken, surveyor, being duly sworn, deposed, that he made the survey and plot in this case; that this claim interferes with the claim of Joseph Thompson, under a Spanish warrant of survey, as described in the general map of the Nanna Hubba Island, which he made and presented to the Board.

The Board ordered that the case be postponed for consideration.

BENJAMIN FEW's case, commenced in page 805.

John Milliken, surveyor, being duly sworn, deposed, that he made the survey and plot in this case; that from information, he believed that this claim was entirely covered by the claim of Dominique de Olive, presented to the Board by Nicholas Weeks, executor of Dominique, under a Spanish warrant.

The Board ordered that the case be postponed for consideration.

SAMUEL TREND's case, commenced in page 821.

John Milliken, surveyor, being duly sworn, deposed, that he made the survey and plot in this case; that the larger part of this claim is included within the lines of the donation claim of Francis Killingworth, as described in the plot of this claimant.

The Board ordered that the case be postponed for consideration.

JOSEPH THOMPSON, representative of Adam Hollinger; case commenced in page 805.

John Milliken, surveyor, being duly sworn, deposed, that he made the survey and plot in this case; that this claim interfered with the donation claim of Samuel Mims, and the donation claim of Josiah Fletcher, as described in the general map of the Nanna Hubba Island which he presented to the Board.

The Board ordered that the case be postponed for consideration.

GEORGE WEEKLEY, representative of Michael Skipper; case commenced in page 808.

John Milliken, surveyor, being duly sworn, deposed, that he made the survey and plot in this case; that this claim interfered with the donation claim of Moses Stedham, as described in the general map of Nanna Hubba Island, which he presented to the Board.

The Board ordered that the case be postponed for consideration.

HEIRS OF JOHN LINDER, Jun.; case commenced in page 809.

John Milliken, surveyor, being duly sworn, deposed, that he made the survey and plot in this case; that this claim interfered with the donation claim of Benjamin Hooven, and included his buildings and nearly all of his cleared land, as described in the plot of this claim.

The Board ordered that the case be postponed for consideration.

FRANCIS KILLINGWORTH, representative of William Mills; case commenced in page 807.

John Milliken, surveyor, being duly sworn, deposed, that he made the survey and plot in this case; that this claim interfered with the donation claim of Samuel Trend, as described in the plot of the two surveys.

The Board ordered that the case be postponed for consideration.

BENJAMIN HOOVEN's case, commenced in page 810.

John Milliken, surveyor, being duly sworn, deposed, that he made the survey and plot in this case; that this claim interfered with the claim of Linder's heirs, under a Spanish warrant, as described in the plot of this claimant.

The Board ordered that the case be postponed for consideration.

JAMES RANDON's case, commenced in page 812.

John Milliken, surveyor, being duly sworn, deposed, that he made the survey and plot in this case; that this claim interfered with the donation claim of Joseph Thompson, as described in the plot of this claimant.

The Board ordered that the case be postponed for consideration.

SAMUEL MIN's case, commenced in page 824.

John Milliken, surveyor, being duly sworn, deposed, that he made the survey and plot in this case; that this claim interfered with the donation claim of Joseph Thompson, as described in the general map of the Nanna Hubba island, which said Milliken presented to the Board.

BENJAMIN STEDHAM's case, commenced in page 824.

John Milliken, surveyor, being duly sworn, deposed, that he made the survey and plot in this case; that this claim interfered with the donation claim of Francis Ballard, as described in the general map of the Nanna Hubba island, which said Milliken presented to the Board.

The Board ordered that the case be postponed for consideration.

JOSEPH THOMPSON's case, commenced in page 806.

John Milliken, surveyor, being duly sworn, deposed, that he made the survey and plot in this case; that this claim interfered with the donation claim of James Randon, as described in his plot.

The Board ordered that the case be postponed for consideration.

WILLIAM PIERCE and JOHN PIERCE, representatives of Jeremiah Phillips; case commenced in page 806.

John Milliken, surveyor, being duly sworn, deposed, that he made the survey, and Clinch Gray made the plot in this case; that the plot, laid in by the claimants, did not represent the land in question, as would more fully appear, by referring to said plot, and the general map of the Nanna Hubba island, presented to the Board by said Milliken; that the interferences would appear on the said general map, where the plot was altered, so as to give a true representation of the land claimed.

The Board ordered that the case be postponed for consideration.

WILLIAM PIERCE and JOHN PIERCE, representatives of Francis Ballard; case commenced in page 815.

John Milliken, surveyor, being duly sworn, deposed, that the plot exhibited to the Board in this case, was, as he believed, an exact copy of the one filed in the claim of William and John Pierce, as representatives of Jeremiah Phillips.

The Board ordered that the case be postponed for consideration.

Adjourned until Wednesday, the 5th instant.

WEDNESDAY, June 5, 1805.

The Board met according to adjournment. Present: Robert C. Nicholas, Joseph Chambers.

Adjourned until Saturday, the 8th instant.

SATURDAY, June 8, 1805.

The Board met according to adjournment. Present: Robert C. Nicholas, Joseph Chambers.

THOMAS BATES, Junior's case, commenced in page 829.

Michael Hartly was presented as a witness, and, being duly sworn and interrogated by the Board, deposed, that he had no interest in this claim; that, in the spring of the year 1797, he helped Thomas Bates, Jun., the present claimant, to roll his logs on the land in question, and that said Bates cultivated the same, in that year, to his own use; that he was at that time twenty-one years of age, as he, Hartly was informed by the family of the claimant,

The Board ordered that the case be postponed for consideration.

WILLIAM BUFORD, representative of Conrad Selhoof; case commenced in page 821.

Richard Coleman and Thomas Marshall were presented as witnesses, and, being duly sworn and interrogated by the Board, they deposed, that they were not interested in this claim; the said Coleman further deposed, that, as well as he recollected, in the year 1795, he saw Mr. John Linder, and a Mr. Lott, who was in the employment of said Linder, hauling corn to the house of said Linder, which corn, they both told him, they had brought out of Piney island, a plantation on the land in question; the said Marshall also deposed, that some time in the latter end of the year 1794, he came to Tensaw to live; that in the year 1795, he was on the land in question, at that time known as Collett's island; that he was on the island, and saw the hands of John Linder and his overseer, Mr. Lott, cultivating the land in question; that he got roasting ears out of the fields, and that he well recollected that these circumstances took place after the death of Townsend.

The Board ordered that the case be postponed for consideration.

NATT CHRISTMAS, representative of Michael Hartly; case commenced in page 816.

Michael Hartly appeared in person before the Board, and acknowledged the instrument of writing, or deed of conveyance, which is noted in page 816, to be his free and voluntary act, and for the uses and to the purposes mentioned in said deed.

The Board ordered that the case be postponed for consideration.

NATT CHRISTMAS's case, No. 240 on the docket of the Board, and No. 87 on the books of the Register.

Claim.—A right of pre-emption of one hundred and sixty acres, under the third section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the words and figures following, to wit:

To the Commissioners appointed in pursuance of an act of Congress, passed the 3d day of March, 1803, for receiving and adjusting claims to land south of Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, lying in the island known by the name of Nanna Hubba, formed by the Cut-off of the rivers Tombigbee and Alabama, in the county of Washington, beginning on a cedar stake, being Joseph Bates's lower corner, near the bank of the river; running thence, north, seventy-five degrees east, eighty chains; thence, south, to the river Tombigbee; thence, up the margin of said river to the beginning; containing one hundred and sixty acres: is claimed by Natt Christmas, as a pre-emption, by virtue of the third section of said act, and is now exhibited to the Register of the Land Office east of Pearl river, to be recorded agreeably to the directions of said act. To all which he begs leave to refer, as also to a copy of the plot herewith filed.

NATT CHRISTMAS.

APRIL 30, 1805.

[Plot omitted.]

Entered in record of claims, (east side,) vol. 1, page 242.

JOSEPH CHAMBERS, *Register.*

James Callier and William Buford were presented as witnesses, and, being duly sworn and interrogated by the Board, they deposed, that they were not interested in this claim; that they believed that Natt Christmas, the claimant, cultivated the land in question, on the 3d of March, 1803, before and afterwards, and that he was at that time twenty-one years of age, and the head of a family.

The Board ordered that the case be postponed for consideration.

WILLIAM McDANIEL, representative of George Phillips; case No. 241 on the docket of the Board, and No. 39 on the books of the Register.

Claim.—A donation of six hundred and thirty-two acres, under the second section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the words and figures following, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting claims to lands south of Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situated on the east side of Tombigbee, on Major's creek, in the county of Washington, beginning at an iron wood, and running north, seventy-five degrees east, seventy-seven chains, to a stake; thence, north, fifteen degrees west, forty-five chains, to a stake; thence, south, sixty-one degrees east, one hundred and forty-five chains, to a stake; thence, south, twenty chains, to a black gum; thence, north, eighty-four degrees east, seventy-two chains, to a pine; thence, north, sixty degrees west, thirty-five chains, to Major's creek; and thence, with the creek, to the beginning; containing six hundred and thirty-two acres, having such shape, form and marks, natural and artificial, as are represented in the plot annexed: is claimed by William McDaniel, legal representative of George Phillips, in and by virtue of the second section of said act, as a donation, and now exhibited to the Register of the Land Office, east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to the plot herewith filed.

WILLIAM McDANIEL,
Legal representative of George Phillips.

MARCH 27, 1804.

[Plot omitted.]

Surveyed March 23, 1804, by John Milliken. Chain bearers, James McConnell and Levi Qualls.

Entered in record of claims, (east side Tombigbee,) vol. 1, page 113, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, *Register.*

Richard Coleman and William Buford were presented as witnesses, and, being duly sworn and interrogated by the Board, they deposed, that they had no interest in this claim; the said Coleman testified, that, as well as he recollected, George Phillips inhabited and cultivated the land in question, in the year 1797, and continued thereon until his death; that he was, in the year 1797, twenty-one years of age, and the head of a family; that he, Coleman, believed that the land had been in cultivation ever since, to the use of the claimant; that he knew that the present claimant had derived his title to the land in question, from Wyseman Walker, the second husband of the wife of George Phillips; that said Phillips left, when he died, two children, a son and a daughter; the said Buford testified, that he had heard Wyseman Walker, the present husband of the late wife of George Phillips, deceased, say, that he, Walker, had sold said land to William McDaniel; that Mrs. Walker, late Mrs. Phillips, had two children by George Phillips, her first husband.

The Board ordered that the case be postponed for consideration.

WILLIAM BUFORD, representative of George Weekley, Sen.; case No. 242 on the docket of the Board, and No. 53 on the books of the Register.

Claim.—A donation of six hundred and forty acres, under the second section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the words and figures following, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting claims to lands south of Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situated on the east side of the river Tombigbee, bounded to the north, by the Major's creek and John Mills's lands, to the south by Conrad Selhoof, and to the west by Glade Rasley's claim, and hath such marks, both natural and artificial, as are fully represented in the plot annexed, containing six hundred and forty acres: is claimed by William Buford, under and in virtue of a donation right, now delivered to the Register of the Land Office, established east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to the copy of the plot herewith filed.

[Plot omitted.]

W. BUFORD.

Surveyed 22d March, 1804, by John Milliken. Chain bearers, James McConnell and Levi Qualls.

Entered in record of claims, (east side,) vol. 1, page 123, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, *Register.*

Richard Coleman, Thomas Marshall, and John Milliken, were presented as witnesses, and, being duly sworn and interrogated by the Board, they deposed, that they were not interested in this claim; the said Coleman testified that, as well as he recollected, in the year 1797, the land in question was cultivated by Peter Rolly, a Spanish commandant, by permission of John Linder, Sen. who continued thereon until the evacuation of the Spaniards in 1799; that, as he, Coleman, believed, said Linder was, in the year 1797, twenty-one years of age, and the head of a family.

Question. Has said land been cultivated ever since the evacuation of the Spaniards or not?

Answer. I do not recollect to have seen the place evacuated.

Question. Has this land been constantly cultivated to the use of John Linder, Sen.?

Answer. I know of no other claimant.

Question. By whom was this land cultivated on the 3d day of March, 1803?

Answer. I do not recollect.

The said Marshall deposed, that as well as he recollected, he came to live on the land in question, with Peter Rolly, a Spanish commandant, who was the tenant of John Linder, Senior; that said Rolly cultivated a considerable garden on said land, in that year; that, in the same year said Linder removed from the place in question, below the present boundary line, to a place called Honeycut's bluff.

The said Milliken deposed, that he had reason to believe that Arthur Patton resided on, and cultivated the land in question on the 3d of March, 1803; that he saw Mr. Patton on the place in the fall of the same year; and saw a crop on the land.

Lemuel Henry being duly sworn, deposed, that he always understood and did believe, that Arthur Patton inhabited and cultivated the land in question, on the third day of March, 1803, by and under the permission of John Mills, executor of John Linder.

The Board ordered that the case be postponed for consideration.

Adjourned until Tuesday, the 11th instant.

TUESDAY, June 11, 1805.

The Board met according to adjournment. Present: Robert C. Nicholas, Joseph Chambers.

Adjourned until Friday, the 14th instant.

FRIDAY, June 14, 1805.

The Board met according to adjournment. Present: Robert C. Nicholas, Joseph Chambers.

JOSEPH CAMPBELL, representative of Augustin Rochon and Louisa Rochon; case commenced in page 828.

The claimant exhibited two Spanish warrants of survey, in the words and figures following, to wit:

His Excellency the GOVERNOR GENERAL:

MOBILE, December 31, 1793.

Mr. Augustin Rochon of this place, and Lieutenant of its militia, with respect, lays before you that there is on the river of Tombigbee twenty acres of vacant land, bounded on the south by a tract that the widow Rochon petitioned for, and on the north by a bayou without name, that divides it; and not having had until now any owner, and the petitioner having sufficient force for the cultivation, he respectfully prays that the proper titles may be passed through the Secretary's Office of Government; a favor he hopes to receive from your excellency.

AUGUSTIN ROCHON.

His Excellency the GOVERNOR GENERAL:

MOBILE, February 20, 1794.

By the information I have taken from several planters in this jurisdiction, the twenty acres of land petitioned for as above is proved to be vacant, and belonging to the King; therefore, if your excellency thinks proper, the titles of concession may be passed the Secretary's Office of Government.

PEDRO OLIVIER.

NEW ORLEANS, March 9, 1794.

The Surveyor General of this province, or whoever may be so appointed, will settle the petitioner on ten acres of land in front, out of the twenty petitioned for, with the ordinary depth of forty acres; situated in the place expressed in the preceding memorial, and not to injure the neighbors; with the precise conditions of making a road and regular clearing, in the precise space of one year; and to remain null this concession, if, at the expiration of the precise space of three years, the land shall not be found settled, and not in a situation to be alienated; under which proposition the survey will be made and remitted to me, in order to furnish the interested the proper title in form.

BARON DE CARONDELET.

MOBILE, February 25, 1804.

Compared with the original that is in these archives.

JOAQUIN DE OSORNO.

I, Joseph Gordon, do solemnly swear by the name of the ever-living God, that this is a true translation of the Spanish order of survey hereunto annexed, according to my best knowledge and belief.

J. GORDON.

Subscribed and sworn before the Board, June 14, 1805.—Attest: DAVID PARMELEE 2d, Clerk.

His Excellency the GOVERNOR GENERAL:

MOBILE, December 31, 1793.

The widow Rochon of this place, with due respect, appears before you and says, that, on the Tombigbee river, there are thirty acres in front with the corresponding depth, of vacant land, having no proprietor: bounded on the north by a tract belonging to Mr. Augustin Rochon, and on the south by another that belonged formerly to Mr. Daniel Ward; and as it is desired that the petitioner has sufficient force for its cultivation, respectfully prays your excellency, that the corresponding titles of right may be passed through the Secretary's Office of Government; a favor she hopes to receive from your excellency.

Widow ROCHON.

His Excellency the GOVERNOR GENERAL:

MOBILE, January 20, 1794.

By the information I have taken from several planters in this jurisdiction, the land petitioned for as above is proved to be vacant; and if your excellency thinks proper, the titles of concession may be passed.

PEDRO OLIVIER.

NEW ORLEANS, March 9, 1794.

The Surveyor General of this province or whoever may be so appointed, will settle the petitioner on ten acres of land in front out of the thirty acres petitioned for, with the ordinary depth of forty acres; situated in the place pointed out in the preceding memorial, being vacant, and not to injure the neighbors; with the precise condition of making a road and regular clearing in the precise space of one year; and to remain null this concession, if, at the end of the precise space of three years, the land shall not be found settled, and not in a situation to be alienated; under which proposition the survey will be made and remitted to me, in order to furnish the interested with titles in form.

THE BARON DE CARONDELET.

Confronted with the original that is in these archives.

JOAQUIN DE OSORNO.

I, Joseph Gordon, do solemnly swear in the name of the ever-living God, that this is a true translation of the Spanish order of survey hereto annexed, according to my best knowledge and belief.

J. GORDON.

Subscribed and sworn before the Board, June 14, 1805.—Attest: DAVID PARMELEE 2d, Clerk.

On the back of the said Spanish orders of survey are two endorsements, in the words and figures following, to wit:

I do assign the within title papers or warrants to Joseph Campbell, for value received; as witness my hand and seal, this 27th day of February, 1804.

Attest: R. H. GILMER, NICHOLAS WEEKS.

AUGUSTIN ROCHON. [L. s.]

I do assign the within title papers or warrants to Joseph Campbell, for value received; as witness my hand and seal, this 27th day of February, 1804.

Attest: R. H. GILMER, NICHOLAS WEEKS.

AUGUSTIN ROCHON.

The claimant exhibited a power or letter of attorney from the widow Rochon, bearing date the 26th February, 1804, authorizing Augustin Rochon to do, in her behalf, as he might think fit in all things respecting her lands in the county of Washington, in the Mississippi territory.

Simon Andrey being duly sworn, deposed, that the lands now claimed under the Spanish warrants of survey, one in the name of Augustin Rochon, and the other in the name of the widow Rochon, were inhabited and cultivated on the 27th day of October, 1795, by said Augustin Rochon; that the cultivation was made by his slaves, and the slaves of the widow Rochon, his mother; and that she was twenty-one years of age, and the head of a family, on the 9th day of March, 1794.

The Board ordered that the case be postponed for consideration.

BENJAMIN STEDHAM's case, commenced in page 813.

Benjamin Hooven was presented as a witness, and, being duly sworn and interrogated by the Board, he deposed, that he was not interested in this claim; that the land in question was cultivated on the 3d of March, 1803, by Moses Stedham; but whether he cultivated to his own use or to the use of the claimant, he, Hooven, did not know; that Moses Stedham was, on the 3d of March, 1803, twenty-one years of age, and the head of a family.

The Board ordered that the case be postponed for consideration.

Adjourned until Saturday, the 15th instant.

SATURDAY, June 15, 1805.

The Board met according to adjournment. Present: Robert C. Nicholas, Joseph Chambers.

NARCISO BROUTIN's case, commenced in page 809.

The claimant exhibited a deposition in the words and figures following, viz:

His Excellency the GOVERNOR GENERAL:

PENSACOLA, February 12, 1805.

Mr. James Innerarity of this place, agent for Mr. Young Gains, planter, in the district of Tombigbee, with the greatest respect appears before you and sets forth, that the said Gains, in order to assure to himself the possession of some lands which he has bought of Narcissus Broutin, in said district, when he was under the dominion of His Catholic Majesty, stands in need of the legal testimony of Geraud, of this place, in order to prove that the said lands were sowed and cultivated before the American Government took possession of the district; therefore, he prays your excellency to call before your tribunal the said Geraud, and make him declare on oath what he knows of the following points: If he remembers having ascended the river Tombigbee in the month of October, in the year 1795? If afterwards, he observed a plantation situated at the conflux of the rivers Tombigbee and Alabama, on the east bank? If he knew to whom belonged that plantation before mentioned, and if the owner of it was a Spanish subject? If said plantation was cultivated and sowed at that time, and if there was houses built upon it? And after these declarations are made that the original may be returned for the purposes intended, which is a favor I hope to merit from the known justice of your excellency.

JAMES INNERARITY.

PENSACOLA, February 13, 1805.

In order to legalize the declaration of Felix Geraud, for want of a notary, I named for the purpose Mr. Mathias Cervera and Francisco A. Navarro, the which they accepted, and offered to fulfil the charge preferred, in order to legalize the oath; and in due form presented themselves and signed with me.

VICENTE FOLCH,
FRANCISCO A. NAVARRO,
MATHIAS CERVERA.

On the same day, month, and year, Felix Geraud presented himself before me and the assisting witnesses: and it was demanded if he swore by God and the Cross to say the truth to the interrogatory set forth in this notice; he said, yes, he swore.

It was demanded by the tenor of it, the which was stated to him, and that he should make a true declaration of all. He said, that he remembered to have ascended the river Tombigbee in the year past of 1795; and that he saw there was a plantation between the rivers Tombigbee and Alabama, on the east bank, and that it belonged to Mr. Narcissus Broutin, a Spanish planter; that he had houses, &c.; that, in the time of which he spoke, his negroes were clearing the land of the plantation, and that he knew the said Broutin then sowed the said plantation; that is all he has to say on the business, the which he affirms and ratifies under the oath given; that he is in years, and signs this with me and the assisting witnesses.

FELIX GERAUD,
FOLCH,
FRANCISCO A. NAVARRO,
MATHIAS CERVERA.

I, Joseph Gordon, do solemnly swear by the ever-living God, that this is a true and faithful translation of the Spanish affidavit or writing hereto annexed, according to my best knowledge and belief.

J. GORDON.

Subscribed and sworn before the Board, June 15, 1805.—Attest: DAVID PARNELEE 2d, Clerk.

The Board ordered that the case be postponed for consideration.

Adjourned until Monday, the 17th instant.

MONDAY, June 17, 1805.

The Board met according to adjournment. Present: Robert C. Nicholas, Joseph Chambers.

Adjourned until Wednesday, the 19th instant.

WEDNESDAY, June 19, 1805.

The Board met according to adjournment. Present: Robert C. Nicholas, Joseph Chambers.

HEIRS OF VALENTINE DUBROCA; case commenced in page 828.

Simon Andrey was presented as a witness, and, being duly sworn, deposed, that he knew that Valentine Dubroca, under whom this claim is made, was the same person under whom George Brewer, as his representative,

claims land in virtue of a Spanish warrant of survey, in the name of said Valentine Dubroca; and that said Dubroca died in the year 1799.

The Board ordered that the case be postponed for consideration.

Adjourned until Saturday, the 29d instant.

SATURDAY, June 22, 1805.

The Board met according to adjournment. Present: Robert C. Nicholas, Joseph Chambers.

Adjourned until Tuesday, the 25th instant.

TUESDAY, June 25, 1805.

The Board met according to adjournment. Present: Robert C. Nicholas, Joseph Chambers.

JAMES CARPENTER, heir at law to Richard, Caleb, and Joseph Carpenter; case No. 243 on the docket of the Board, and No. 1 on the books of the Register.

Claim.—A right to one thousand acres, by virtue of a British grant, under the first section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the words and figures following, viz:

To the Commissioners appointed in pursuance of an act of Congress passed the 3d day of March, 1803, for receiving and adjusting claims to lands south of Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, lying east of the Alabama river, butted and bounded to the south and southwest on the lands of Jacob Blackwell, on the north by the river, and on all other sides vacant, about forty-five miles from Mobile town, is claimed by James Carpenter, of Adams county, Mississippi territory, under and by virtue of a British patent granted to Richard, Caleb, and Joseph Carpenter, as may appear by the original patent, now delivered to the Register of the Land Office to be established east of Pearl river, to be recorded as directed by that act. To all which he begs leave to refer, as also to the copy of the plot herewith filed.

JAMES CARPENTER,

Heir at law to Richard, Caleb, and Joseph Carpenter.

FEBRUARY 4, 1804.

[Plot omitted.]

WEST FLORIDA, ss.

GEORGE THE THIRD, by the grace of God, of Great Britain, France, and Ireland, King, defender of the faith, &c.
To all to whom these presents shall come, greeting:

Know ye, that we, of our special grace, certain knowledge, and mere motion, have given and granted, and by these presents, for us, our heirs and successors, do give and grant, unto Richard, Caleb, and Joseph Carpenter, their heirs and assigns, all that tract of land, situated on the east side of the Alabama river, butting and bounding to the south and southwest on the land of Jacob Blackwell, and on the northwest side on the river, and on all other parts by vacant land, about forty-five miles from Mobile town, in our province of West Florida, and having such shape, form, and marks, both natural and artificial, as are represented in the plot thereof hereunto annexed, as drawn by our Surveyor General of lands; which said tract of land contains one thousand acres, and is bounded as by the further certificate hereunto likewise annexed, under the hand of our said Surveyor General of lands, in our said province, may more fully and at large appear: together with all woods, underwoods, timber, and timber trees, lakes, ponds, fishings, waters, watercourses, profits, commodities, hereditaments, and appurtenances whatsoever thereunto belonging, or in anywise appertaining; together, also, with privilege of hunting, hawking, and fowling, in and upon the same, and all mines and minerals, reserving to us, our heirs and successors, all mines of gold and silver: to have and to hold the said tract of land, and all and singular the premises hereby granted, with the appurtenances, unto the said Richard, Caleb, and Joseph Carpenter, their heirs and assigns forever, in free and common socage, yielding and paying unto us, our heirs and successors, or to the Receiver General of our quit-rents for the time being, or to such other officer as shall be appointed to receive the same, a quit-rent of one halfpenny sterling per acre, at the feast of St. Michael every year, the first payment to commence on the said feast of St. Michael, which shall first happen after the expiration of two years from the date hereof, or within fourteen days after the said feast annually: *Provided, always,* (and this present grant is upon condition,) *nevertheless,* That the said Richard, Caleb, and Joseph Carpenter, their heirs or assigns, shall and do, within three years after the date hereof, for every fifty acres of plantable land hereby granted, clear and cultivate three acres at least in that part thereof which he or they shall judge most convenient and advantageous, or else do clear and drain three acres of swampy or sunken ground, or do drain three acres of marsh, if any such shall be contained therein; and shall further, within the time aforesaid, put and keep upon every fifty acres thereof, accounted barren, three neat cattle, and continue the same thereon until three acres for every fifty acres be fully cleared and improved: and if it shall so happen that there be no part of the said tract of land fit for present cultivation, without manuring and improving the same, if the said Richard, Caleb, and Joseph Carpenter, their heirs or assigns, shall, within three years from the date hereof, erect, on some part of the said tract of land, one good dwelling-house, to contain at least twenty feet in length, and sixteen feet in breadth; and put on the said tract of land the like number of three neat cattle, as aforesaid, on every fifty acres therein contained; or otherwise, if any part of the said tract of land shall be rocky or stony ground, not fit for culture or pasture, shall and do, within three years as aforesaid, besides erecting the said house, begin to employ thereon, and continue to work for three years then next ensuing, in digging any stone quarry or mine, one good and able hand for every hundred acres thereof, it shall be accounted a sufficient cultivation and improvement: *Provided, also,* That every three acres which shall be cleared and worked, or cleared and drained as aforesaid, shall further be accounted a sufficient seating, planting, cultivation, and improvement, to save forever from forfeiture fifty acres of land in any part of the tract hereby granted: and the said Richard, Caleb, and Joseph Carpenter, their heirs and assigns, shall be at liberty to withdraw their stock, or to forbear working in any quarry or mine, in proportion to such cultivation and improvements aforesaid, as shall be made upon the plantable lands, swamps, sunken grounds, or marshes therein contained: *Provided, also,* That this grant shall be duly registered in the Register's Office of this province within six months from the date hereof; and, also, that a docket thereof shall be entered in the Auditor's Office within the same time, if such establishment shall take place in this province: *Provided, always,* That the said Richard, Caleb, and Joseph Carpenter, their heirs and assigns, at any time hereafter, having seated, planted, cultivated, and improved the said land, or any part thereof, according to the directions and conditions above mentioned, may make proof of such seating, planting, cultivation, and improvement, in the general court, or in the court of the county, district, or precinct, where the said land lieth, and have such proof certified to the Register's Office, and there entered with the record of this grant, a copy of which, duly attested, shall be admitted on trial to prove the seating and planting of said land: *Provided, always, nevertheless,* That if the said Richard, Caleb, and Joseph Carpenter, their heirs and assigns, do not in all things fully comply with, and fulfil the respective directions and conditions herein above set forth, for the proper cultivation of the said land, within the time herein above limited for the completion thereof; or, if the said Richard, Caleb, and Joseph Carpenter, their heirs or assigns, shall not pay to us, our heirs and successors, or to the Receiver General of our quit-rents, or to the proper officer appointed to receive the same, the said quit-rent of one halfpenny sterling per acre, on the said feast of St. Michael, or within fourteen days after, annually, for every acre contained in this grant, that then, and in either of these cases respectively, this grant shall be void, any thing herein contained to the contrary notwithstanding; and the said lands, tenements, hereditaments, and

premises hereby specified, and every part and parcel thereof, shall revert to us, our heirs and successors, fully and absolutely, as if the same had never been granted.

Given under the great seal of our province of West Florida. Witness our trusty and well beloved Montfort Browne, Esquire, our Lieutenant Governor and Commander-in-chief in and over our said province, at Pensacola, this 22d day of July, in the year of our Lord 1769, and in the ninth year of our reign.

MONTFORT BROWNE.

Signed in council, 23d July, 1769.

FRANCIS POUSSETT, *Dep. Clk. Council.*

Recorded 24th July, 1769, book E, folio 19.

FRANCIS POUSSETT, *Dep. Register.*

A deposition was also exhibited in the following words and figures, viz:

Be it known to all men by these presents, that, on the 23d day of March, Anno Domini 1804, before me, Israel E. Trask, duly commissioned and qualified notary public in and for the city of New Orleans, personally came and appeared Mr. Stephen Watts, of the city of New Orleans, who, being duly sworn, did depose and say, that he was personally knowing to the residence of the late Mr. Richard Carpenter, at Baton Rouge, in the province of West Florida, at the time that said province was surrendered to the arms of Spain; and also that the said Richard Carpenter afterwards moved to the district of Natchez, then under the sovereignty of Spain, where the said Richard continued, and died a Spanish subject.

In testimony whereof, I have hereunto subscribed my name, and affixed my seal, the day and year aforesaid.

I. E. TRASK, *Notary Public.* [L. s.]

Entered in record of claims, (east of Tombigbee,) vol. 1, page 1, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, *Register.*

The Board ordered that the case be postponed for consideration.

ALEXANDER MACCULLAGH, representative of Thomas Underwood; case No. 244 on the docket of the Board, and No. 90 on the books of the Register.

Claim.—A right to five hundred acres, by virtue of a British grant to Thomas Underwood, under the first section of the act.

The claimant presented his claim, without any plot, in the words and figures following, to wit:

To the Commissioners appointed for receiving and adjusting claims to lands within the Mississippi territory south of Tennessee, and east of Pearl river, by virtue of an act of Congress passed the 3d day of March, 1803.

GENTLEMEN:

Please to take notice, that the following tract of land, situate, lying, and being within the Mississippi territory, is claimed by Alexander Maccullagh, nephew and heir at law of Alexander Maccullagh, formerly of Pensacola, in the province of West Florida, deceased, who died intestate; and that the indenture, or deed of conveyance, mentioned in the following statement, and now delivered unto the Register of the Land Office, opened under and by virtue of said act, for lands lying east of Pearl river, will evince his right and title to the same. To all which, for greater certainty, reference is hereby made.

ALEXANDER MACCULLAGH.

This is a tract of five hundred acres of land, situate about sixty-five miles above the town of Mobile, on the east side of the Alabama river, butting and bounding west on said river, and on all other sides by vacant land. The title to this tract will appear, first, by an indenture, or deed of conveyance, bearing date 1st January, 1779, from Thomas Underwood to Alexander Maccullagh, for five hundred acres of land, the quantity now claimed. The original grant, or patent, to Thomas Underwood is lost or mislaid, but your claimant hopes that, reference being had to the British records of West Florida, it will appear to have existed; he therefore trusts, by such documents, the said claim will be satisfactorily established, should your honorable Board think the same sufficient.

Entered in record of claims, (on the east side,) vol. 1, page 246.

JOSEPH CHAMBERS, *Register.*

The claimant exhibited a deed of conveyance from Thomas Underwood, bearing date the 1st of January, 1779, legally and fully executed, and duly recorded, conveying to Alexander Maccullagh all the said Underwood's right, title, and claim in and to the said tract of land.

The Board ordered that the case be postponed for consideration.

ABIJAH HUNT, representative of Augustin Rochon; case No. 245 on the docket of the Board, and No. 89 on the books of the Register.

Claim.—A right to one thousand acres, by virtue of a Spanish warrant of survey, under the first section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the words and figures following, viz:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting claims to lands south of Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, situated on the east side of the Tombigbee river, beginning at a live oak tree, nearly opposite to Fort Stoddert, running south, sixty-two degrees east, one hundred and twenty-six chains fifty-three links, to a stake; thence, north, twenty-eight degrees east, seventy-eight chains seventy-five links, to a stake; thence, north, sixty-two degrees west, one hundred and twenty-six chains fifty-three links, to a stake on the bank of the river; thence, down the said river, with its meanders, to the beginning: is claimed by Abijah Hunt, in and by virtue of a deed of conveyance from Joseph Campbell, who claims by virtue of a Spanish warrant, or order of survey, given by the Spanish Government to Augustin Rochon, and by him transferred to the said Joseph Campbell. To all which he begs leave to refer, as also to the plot annexed.

NICHOLAS PERKINS,

Agent for Abijah Hunt.

[Plot omitted.]

Entered in record of claims, (east side,) vol. 1, page 243, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, *Register.*

The claimant exhibited a deed from Joseph Campbell and Isabella Campbell, bearing date the 16th day of December, 1801, conveying to Abijah Hunt all the said Joseph's and Isabella's right and title in and to the said tract of land.

The Board ordered that the case be postponed for consideration.

HEIRS OF ROBERT FARMER; case No. 246 on the docket of the Board, and No. 5 on the books of the Register.

Claim.—A right to five hundred and forty-two acres, by virtue of a deed from Francis Daran, under the first section of the act.

The claimants presented their claim, together with a surveyor's plot of the land claimed, in the words and figures following, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting claims to lands south of Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land or island, situated on the east side of Tombigbee river, eleven leagues from Mobile, on the Tensaw river and lake, first beginning on Tensaw lake, at three water oaks; thence, south, twenty degrees west, nine chains; thence, south, forty degrees west, thirty-six chains, to a white hickory, on the Tensaw river; thence, down said river, south, thirty-five degrees east, eighty chains; thence, south, fifteen degrees east, fifty-seven chains; thence, north, forty-five degrees east, nineteen chains; thence, north, eighty degrees east, forty-two chains, to a small water oak; thence, up Brier's creek, or Tensaw lake, north, thirty-five degrees west, thirty-eight chains; thence, north, sixty degrees west, thirty-one chains; thence, north, twenty-five degrees west, thirty-two chains; thence, north, forty-two degrees west, twenty-four chains; thence, north, thirty-nine degrees east, twenty chains fifty links; thence, north, four degrees west, twenty chains, to a large cypress; thence, through Dyer's Cut-off, north, thirty-one degrees west, seven chains; thence, north, seventy degrees west, eight chains; thence, south, seventy-five degrees west, ten chains, to the beginning; and hath such forms and marks, both natural and artificial, as are fully represented in the plot annexed; containing, in the whole island, five hundred and forty-two acres, more or less: is claimed by Otto V. G. Barberie, of New-York, attorney in fact for the heirs of Major Robert Farmer, under and in virtue of a deed of conveyance from Francis Daran to Robert Farmer, dated Mobile, West Florida, on the eleventh day of June, 1764, now delivered to the Register of the Land Office established east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to the copy of the plot herewith filed.

FORT STODDERT, March 19, 1804.

OTTO V. T. BARBERIE.

[Plot omitted.]

Surveyed March 15, 1804, by John Milliken. Chain bearers, James McConnell and Levi Qualls.

Entered in record of claims, (east side,) vol. 1, page 24, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

The claimants presented a writing in the following words and figures, to wit:

We, Peter Hannibal Develle, chevalier of the order royal and military of St. Louis, late lieutenant of the King at Mobile, certifies that the deceased, Mr. Boissy, when living, an officer of the infantry, has laid out and established, fifteen years past, with the approbation of the governors and ordinators of the province of Louisiana, a plantation, situated at Tensaw, about eleven leagues from Mobile, containing seventy arpents of front; besides, there is comprised a low point of wood, bounded to the southeast by the river, and to the north by a bay, which land Madam Populus has held and possessed for some years past by inheritance of the said deceased Boissy, her husband. In faith of which, we have delivered the present certificate, for to serve him, and to validate the titles of property of the said land and its dependencies.

DEVELLE.

MOBILE, December 9, 1763.

Subjoined to the foregoing certificate is another writing in the French language, unaccompanied with any translation, purporting to be a certificate, bearing date the 9th day of December, 1763, from the then Governor of New Orleans, under his hand and seal, and countersigned by the Secretary of Government, certifying that the aforesaid land and its dependencies belonged to Madam Populus. Another writing in the French language, without any translation of the same, was exhibited, bearing date the 28th day of December, 1763, purporting to be a bill of sale from Madam Populus to Daran, conveying to him the land abovementioned.

The claimants also exhibited a deed from Francis Daran, bearing date the 11th day of June, 1764, conveying to Robert Farmer, Esquire, all the said Madam Populus's right and title to said land, and the buildings and improvements thereon.

The Board ordered that the case be postponed for consideration.

HEIRS OF ROBERT FARMER; case No. 247 on the docket of the Board, and No. 4 on the books of the Register.

Claim.—A right to five hundred and twenty acres, by virtue of a deed from Peter Deforge, under the first section of the act.

The claimants presented their claim, together with a surveyor's plot of the land claimed, in the words and figures following, to wit:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d of March, 1803, for receiving and adjusting the claims to lands south of the Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, on the north end of an island, situate on the east side of Tombigbee river, on the Tensaw river, about eleven leagues from Mobile; first beginning on the Tensaw river at a small water oak; thence, up said river, north, thirty-five degrees west, sixty-five chains, to an elm and the forks of the lake and river; thence, up a creek, south, thirty-eight degrees west, twenty-eight chains; thence, south, seventy-seven degrees west, thirteen chains; thence, north, fifty-two degrees west, nineteen chains; thence, north, nineteen degrees west, seven chains; thence, south, seventy-five degrees west, thirteen chains fifty links, to a mulberry on the creek Sabording; thence, down said creek, south, five degrees west, fourteen chains, to a gut; thence, south, thirty degrees west, forty chains; thence, south, twenty-four degrees east, eighty chains, to an ash; thence, across the island, north, seventy-nine degrees east, one hundred and ten chains, to the beginning; and hath such forms and marks, both natural and artificial, as are fully represented in the plot annexed; containing five hundred and twenty acres, more or less: is claimed by Otto V. T. Barberie, of New York, attorney in fact for the heirs of Major Robert Farmer, under and in virtue of a deed of conveyance from Peter Deforge to Robert Farmer, dated 1st of November, 1768, now delivered unto the Register of the Land Office established east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to the copy of the plot herewith filed.

OTTO V. T. BARBERIE.

FORT STODDERT, March 19, 1804.

[Plot omitted.]

Surveyed March 14, 1804, by J. Milliken. Sworn chain carriers, James McConnell and Levi Qualls.

Entered in record of claims, (east side Tombigbee,) vol. 1, page 13, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

The claimants exhibited a deed from James Lucian, bearing date the 25th day of March, 1767, conveying to Peter Deforge all the right and title of the said Lucian to his plantation, situated at Tensaw, bounding with the plantation of Lafrance.

Deeds of lease and release were also exhibited from Peter Deforge, bearing date the 1st day of November, 1768, conveying to Robert Farmer, Esquire, all the said Deforge's right, title, and interest in and to the said five hundred and twenty acres of land, and to the buildings and improvements thereon made.

The Board ordered that the case be postponed for consideration.

WILLIAM BUFORD, representative of Conrad Selhoof; case commenced in page 821.

The claimant returned the following order and affidavit, viz:

BOARD OF COMMISSIONERS, WASHINGTON COUNTY, *Friday, May 24, 1805.*

William Buford having appeared before the Board, and, on solemn oath, declared that he has a claim pending before the said Board, in his own behalf, as representative of Conrad Selhoof, for eight hundred acres of land, on the east side of the Alabama river, founded upon a title derived under a Spanish warrant of survey dated at New Orleans the 9th day of February, 1788; and that Mary Mills, wife of Major John Mills, and Mary Coleman, wife of Richard Coleman, are material and important witnesses in support of his said claim, and that they, he verily believes, and each of them, are now in such a state of health, occasioned by severe sickness or personal inability, that it is impracticable for them, or either of them, personally to appear before the Board, to give their or either of their testimony in the premises.

W. H. BUFORD.

Whereupon, it is ordered by the Board that the said Mary Mills, wife of Major John Mills, and Mary Coleman, wife of Richard Coleman, be duly qualified before some lawful magistrate of the county, who is not interested in the case, to give true and correct answers to the interrogatories hereto subjoined, and to such other interrogatories as may be proposed to them, or either of them; and their and each of their answers shall be certified to this Board, by the magistrate taking the same, in due form of law.

By order of the Board.

Attest: DAVID PARMELEE 2d, Clerk.

Question. Have you or either of you any interest in or by the establishment of the present claim?

Answer. I have no interest in the establishment of the present claim.

Question. How long has the land now claimed been in the occupancy and possession of the present claimant, and those under whom he holds?

Answer. It has been in the occupancy of Selhoof, or the man commonly called Collet, sixteen years, and in the possession of Buford, the representative of Selhoof, about eighteen months.

Question. Have these persons held an uninterrupted possession, holding out all others therefrom, and no other person claiming any right thereto?

Answer. They have held an uninterrupted possession, and no person whatever, within my knowledge, has claimed any right thereto.

Question. Was the land now claimed by William Buford, as representative of Conrad Selhoof, inhabited and cultivated on the 27th day of October, 1795, and for whose use and benefit?

Answer. In January, 1798, Selhoof, or commonly called Collet, departed this life; then, the heirs of Selhoof or Collet sold it to John Linder, senior, who cultivated it for one year, or perhaps more.

Question. Was Conrad Selhoof on the 9th day of February, 1788, the head of a family, or twenty-one years of age?

Answer. He was, on the 9th of February, 1788, the head of a family, and twenty-one years of age.

Question. What kind of cultivation and improvement was made on the land in question?

Answer. Corn and rice were cultivated on the land in question.

Question (by Mr. Buford.) Do you know Selhoof to be the man commonly called Collet?

Answer. He was commonly called Collet, but he, at all times, signed his name Selhoof.

Question (by Mr. Buford.) Do you know of Cornelius McCurtin having power of attorney from the widow of Selhoof or the man called Collet?

Answer. Cornelius McCurtin at all times acted as the attorney in fact for the widow of Selhoof or the man commonly called Collet.

MISSISSIPPI TERRITORY, *Washington county:*

Personally appeared before me, Mary Mills, wife of Major John Mills, and, being sworn, saith, that the answers to the within several questions are true; to the best of her knowledge. Sworn and subscribed to, before me, this 26th June, 1805.

MARY MILLS.

FIGURES LEWIS, J. P.

MISSISSIPPI TERRITORY, *Washington county:*

I do hereby certify, that Mary Mills, wife of Major John Mills, personally appeared before me, and subscribed the oath, above written, relative to the truth of the several within answers, and these interrogatories were sealed up by me this 26th June, 1805.

FIGURES LEWIS, J. P.

The Board ordered that the case be postponed for consideration.

Adjourned until Friday, the 28th instant.

FRIDAY, June 28, 1805.

The Board met according to adjournment. Present: Robert C. Nicholas, Joseph Chambers.

BENJAMIN STEDHAM's case, commenced in page 813.

Theodore Brightwell was presented as a witness, and, being duly sworn, deposed, that the land in question was cultivated by Moses Stedham, the son of the claimant, in the years 1801, 1802, and 1803; that the land being situated in an island, it was not usual for people to inhabit thereon; that he had seen corn growing on the cleared land, within the lines of this claim, in each of the years aforesaid; but could not say whether Moses Stedham cultivated by the permission, or for the use and account, of Benjamin Stedham, his father, or for his own use and account, and without his father's authority; that Benjamin Stedham, the claimant, was, on the 3d day of March, 1803, more than thirty years of age.

The Board ordered that the case be postponed for consideration.

HEIRS OF PETER DEFORGE; case No. 248 on the docket of the Board, and No. 68 on the books of the Register.

Claim.—A right to one hundred and eight acres, by virtue of a British grant, under the first section of the act.

The claimants presented their claim, together with a surveyor's plot of the land claimed, in the words and figures following, viz:

To the Commissioners appointed in pursuance of the act of Congress passed the 3d day of March, 1803, for receiving and adjusting claims to lands east of Pearl river.

Please to take notice, that the following tract of land, situated on the west side of the river Tensaw, bounded on the southeast by land belonging to Robert Farmer, northeast by the river Tensaw, and on the other sides by vacant land, bearing date the 23d day of September, 1778, containing one hundred and eight acres, is claimed by the heirs of Peter Deforge, in and by virtue of a British grant, and is now exhibited to the Register of the Land Office established east of Pearl river, to be recorded as directed by said act. To all which he begs leave to refer, as also to a copy of the plot herewith filed.

FRANCISCO FONTANILLA.

Legal Representative of the heirs of Peter Deforge.

MARCH 31, 1804.

[Plot omitted.]

Surveyed 22d day of September, 1778, by Elias Durnford, Surveyor General.

A British grant was exhibited in the words and figures following, viz:

WEST FLORIDA, 88.

GEORGE THE THIRD, *by the grace of God, of Great Britain, France, and Ireland, King, defender of the faith, &c.*
To all to whom these presents shall come, greeting:

Know ye, that we, of our special grace, certain knowledge, and mere motion, have given and granted, and by these presents, for us, our heirs and successors, do give and grant, unto Peter Deforge, his heirs and assigns, all that tract of land, situated on the west side of the river Tensaw, bounded on the southeast by land belonging to Robert Farmer, Esq., northeast by the river Tensaw, and on the other sides by vacant land, distant from Pensacola about seventy miles, in our province of West Florida, and having such shape, form, and marks, both natural and artificial, as are represented in the plot thereof, hereunto annexed, as drawn by our Surveyor General of lands: which said tract of land contains one hundred and eight acres, and is bounded as by the further certificate hereunto likewise annexed, under the hand of our said Surveyor General of lands, in our said province, may more fully and at large appear; together with all woods, underwood, timber and timber trees, lakes, ponds, fishings, waters, water-courses, profits, commodities, hereditaments, and appurtenances whatsoever thereunto belonging, or in any wise appertaining; together, also, with privilege of hunting, hawking, and fowling in and upon the same, and all mines and minerals, reserving to us, our heirs and successors, all mines of gold and silver: to have and to hold the said tract of land, and all and singular the premises hereby granted, with the appurtenances, unto the said Peter Deforge, his heirs and assigns, forever, in free and common socage, yielding and paying unto us, our heirs and successors, or to the Receiver General of our quit-rents for the time being, or to such other officer as shall be appointed to receive the same quit-rent of one halfpenny sterling per acre, at the feast of St. Michael every year; the first payment to commence on the said feast of St. Michael which shall first happen after the expiration of two years from the date hereof, or within fourteen days after the said feast annually: *Provided always*, (and this present grant is upon condition,) *nevertheless*, That the said Peter Deforge, his heirs or assigns, shall and do, within three years after the date hereof, for every fifty acres of plantable land hereby granted, clear and cultivate three acres, at least, in that part thereof which he or they shall judge most convenient and advantageous, or else do drain and clear three acres of swampy or sunken ground, or do drain three acres of marsh, if any such shall be contained therein; and shall further, within the time aforesaid, put and keep upon every fifty acres thereof, accounted barren, three neat cattle, and continue the same thereon until three acres for every fifty acres be fully cleared and improved: and if it shall so happen that there be no part of the said tract of land fit for present cultivation, without manuring and improving the same, if the said Peter Deforge, his heirs or assigns, shall, within three years from the date hereof, erect on some part of the said tract of land one good dwelling-house, to contain at least twenty feet in length and sixteen in breadth, and put on his said land the like number of three neat cattle, as aforesaid, on every fifty acres therein contained; or, otherwise, if any part of the said tract of land shall be stony or rocky ground, not fit for culture or pasture, shall and do, within three years, as aforesaid, besides erecting the said house, begin to employ thereon, and continue to work for three years then next ensuing, in digging any stone quarry or mine, one good and able hand for every hundred acres thereof, it shall be accounted a sufficient cultivation and improvement: *Provided, also*, That every three acres which shall be cleared and worked, or cleared and drained, as aforesaid, shall further be accounted a sufficient seating, planting, cultivation, and improvement, to save forever from forfeiture fifty acres of land in any part of the tract hereby granted; and the said Peter Deforge, his heirs and assigns, shall be at liberty to withdraw his or their stock, or to forbear working in any quarry or mine, in proportion to such cultivation and improvements aforesaid, as shall be made upon the plantable lands, swamps, sunken grounds, or marshes therein contained: *Provided, also*, That this grant shall be duly registered in the Register's Office of this province, within six months from the date hereof; and, also, that a docket thereof shall be entered in the Auditor's Office, within the same time, if such establishment shall take place in this province. *Provided, always*, That the said Peter Deforge, his heirs and assigns, at any time hereafter, having seated, planted, cultivated, and improved the said land, or any part thereof, according to the conditions and directions above mentioned, may make proof of such seating, planting, cultivation, and improvement, in the general court, or in the court of the county, district, or precinct where the said land lieth, and have such proof certified to the Register's Office, and there entered with the record of this grant, a copy of which, duly attested, shall be admitted on trial, to prove the seating and planting of the said land: *Provided always, nevertheless*, That, if the said Peter Deforge, his heirs and assigns, do not in all things fully comply with and fulfil the respective directions and conditions herein above set forth, for the proper cultivation of the said land, within the time herein above limited, for the completion thereof; or, if the said Peter Deforge, his heirs or assigns, shall not pay to us, our heirs and successors, or to the Receiver General of our quit-rents, or to the proper officer appointed to receive the same, the said quit-rent of one halfpenny sterling per acre, on the said feast of St. Michael, or within fourteen days after, annually, for every acre contained in this grant, that then, and in either of these cases, respectively, this grant shall be void, any thing contained therein to the contrary notwithstanding; and the said lands, tenements, hereditaments, and premises, hereby specified, and every part or parcel thereof, shall revert to us, our heirs and successors, fully and absolutely as if the same had never been granted.

Given under the great seal of our province of West Florida. Witness our trusty and well beloved Peter Chester, Esquire, Captain General, Governor, and Commander-in-chief in and over our said province, at Pensacola, this 16th day of April, in the year of our Lord 1779, and in the nineteenth year of our reign.

PETER CHESTER.

Passed the Secretary's Office:

ELIHU HALL BAY, *Deputy Secretary*. [L. S.]

WEST FLORIDA, 88.

Pursuant to a fiat from his excellency Peter Chester, Esquire, Captain General, Governor, and Commander-in-chief in and over his Majesty's province of West Florida, &c. &c. to me directed, bearing date the 16th day of April, 1779, I have perused and inspected the within letters patent, and do hereby certify, that there is no error therein apparent to me.

E. R. WEGG, *Attorney General*.

PENSACOLA, AUDITOR'S OFFICE, April 16, 1779.

A docket of the within grant is entered in book B, page 59, per

J. LORIMER, *Deputy Auditor*.

PENSACOLA, WEST FLORIDA, SECRETARY'S OFFICE, April 16, 1779.

I do hereby certify that the within letters patent, Surveyor General's certificate, and the certificate of the Attorney General, are recorded in the Secretary and Register's Office of the province of West Florida, in liber A, No. 3, page 490.

Examined, and compared with the said record, by

ELIHU HALL BAY, *Deputy Secretary and Register*.

Entered in record of claims, (east side,) vol. 1, page 141, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, *Register*.

The Board ordered that the case be postponed for consideration.

GEORGE BURDON'S case, No. 249 on the docket of the Board, and No 74 on the books of the Register.

Claim.—A right to two hundred acres, by virtue of a British grant, under the first section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the words and figures following, to wit:

This survey was made the 19th day of July, 1779, by virtue of a warrant from Peter Chester, Governor of West Florida, dated the 8th day of May, 1779, certified by Elias Durnford, Surveyor General.

Isaac Gilliard and Benjamin Farrar claim this land, as attorneys in fact, for Mr. George Burdon.

WEST FLORIDA, ss.

GEORGE THE THIRD, *by the grace of God, of Great Britain, France, and Ireland, King, defender of the faith, &c.*
To all to whom these presents shall come, greeting:

Know ye, that we, of our special grace, certain knowledge, and mere motion, have given and granted, and by these presents, for us, our heirs and successors, do give and grant, unto George Burdon, who served as a Lieutenant in America last war, his heirs and assigns, all that tract of land, situated on an island, enclosed by Tombigbee, Tensaw, and Brier creek; east by land surveyed for Joseph Jackson, and a small bayou, north, by a bayou, west by vacant land, in our province of West Florida; and having such shape, form, and marks, both natural and artificial, as are represented in the plot thereof hereunto annexed, as drawn by our Surveyor General of lands; which said tract of land contains two hundred acres, and is bounded as by the further certificate hereunto likewise annexed, under the hand of said Surveyor General of lands, in our said province, may more fully and at large appear; together with all woods, underwood, timber, and timber-trees, lakes, ponds, fishings, waters, water courses, profits, commodities, hereditaments, and appurtenances whatsoever thereunto belonging, or in anywise appertaining; together, also, with privilege of hunting, hawking, and fowling, in and upon the same, and all mines and minerals; reserving to us, our heirs and successors, all mines of gold and silver: to have and to hold the said tract of land, and all and singular the premises hereby granted, with the appurtenances, unto the said George Burdon, his heirs and assigns, forever, in free and common socage; yielding and paying unto us, our heirs and successors, or to the Receiver General of our quit-rents, for the time being, or to such other officer as shall be appointed to receive the same, quit-rent of one halfpenny sterling per acre, at the feast of St. Michael, every year, the first payment to commence on the said feast of St. Michael, which shall first happen after the expiration of ten years from the date hereof, or within fourteen days after the said feast annually. *Provided, always,* and this present grant is upon condition, nevertheless, that the said George Burdon, his heirs or assigns, shall and do, within three years after the date hereof, for every fifty acres of plantable land hereby granted, clear and cultivate three acres at least in that part thereof which he or they shall judge most convenient and advantageous; or else do clear and drain three acres of swampy or sunken ground; or do drain three acres of marsh, if any such shall be contained therein; and shall further, within the time aforesaid, put and keep upon every acre thereof, accounted barren, three neat cattle, and continue the same thereon until three acres, for every fifty acres, be fully cleared and improved; and if it shall so happen that there be no part of the said tract of land fit for present cultivation, without manuring and improving the same, if the said George Burdon, his heirs or assigns, shall, within three years from the date hereof, erect, on some part of the said tract of land, one good dwelling house, to contain at least twenty feet in length and sixteen feet in breadth, and put on his said land the like number of three neat cattle, as aforesaid, on every fifty acres therein contained; or, otherwise, if any part of the said tract of land shall be stony or rocky ground, not fit for culture or pasture, shall and do, within three years, as aforesaid, besides erecting the said house, begin to employ thereon, and continue to work for three years, then next ensuing, in digging any stone quarry or mine, one good and able hand for every hundred acres thereof, it shall be accounted a sufficient cultivation and improvement. *Provided, also,* That every three acres, which shall be cleared and worked, or cleared and drained, as aforesaid, shall further be accounted a sufficient seating, planting, cultivation, and improvement, to save forever from forfeiture fifty acres of land, in any part of the tract hereby granted. And the said George Burdon, his heirs and assigns, shall be at liberty to withdraw his or their stock, or to forbear working, in any quarry or mine, in proportion to such cultivation and improvements aforesaid, shall be made upon the plantable lands, swamps, sunken grounds, or marshes, therein contained: *Provided, also,* That this grant shall be duly registered in the Register's Office of this province, within six months from the date hereof, and also that a docket thereof shall be entered in the Auditor's Office within the same time, if such establishment shall take place in this province: *Provided, always,* That the said George Burdon, his heirs and assigns, at any time hereafter, having seated, planted, cultivated, and improved the said land, or any part thereof, according to the directions and conditions above mentioned, may make proof of such seating, planting, cultivation, and improvement in the general court, or in the court of the county, district, or precinct, where the said land lieth; and have such proof certified to the Register's Office, and there entered with the record of this grant, a copy of which, duly attested, shall be admitted on trial to prove the seating and planting of the said land: *Provided, always, nevertheless,* That if the said George Burdon, his heirs and assigns, do not in all things fully comply with, and fulfil the respective directions and conditions therein above set forth, for the proper cultivation of the said land within the time herein above limited for the completion thereof; or if the said George Burdon, his heirs or assigns, shall not pay to us, our heirs and successors, or to the Receiver General of our quit-rents, or to the proper officer appointed to receive the same, the said quit-rent of one halfpenny sterling, per acre, on the said feast of St. Michael, or within fourteen days after, annually, for every acre contained in this grant, that then, and in either of these cases, respectively, this grant shall be void; any thing contained herein to the contrary notwithstanding; and the said lands, tenements, hereditaments, and premises hereby specified, and every part or parcel thereof, shall revert to us, our heirs and successors, fully and absolutely, as if the same had never been granted. This grant being in pursuance of our royal proclamation, of the seventh day of October in the third year of our reign.

Given under the great seal of our province of West Florida. Witness our trusty and well beloved Peter Chester, Esquire, Captain General, Governor, and Commander-in-chief in and over said province, at Pensacola, this seventeenth day of August, in the year of our Lord one thousand seven hundred and seventy-nine, and in the nineteenth year of our reign.

PETER CHESTER.

Passed the Secretary's office.

WEST FLORIDA, ss.

ELIHU HALL BAY, *Deputy Secretary.*

Pursuant to a fiat from his excellency Peter Chester, Esquire, Captain General, Governor, and Commander-in-chief in and over His Majesty's province of West Florida, &c. &c., to me directed, bearing date the 17th day of August, 1779, I have perused and inspected the within letters patent, and do hereby certify that there is no error therein apparent to me.

PENSACOLA, AUDITOR'S OFFICE, August 17, 1779.

A docket of the within grant is entered in book B, page 65.

J. LORIMER, *Deputy Auditor.*

PENSACOLA, WEST FLORIDA, SECRETARY'S OFFICE, August 17, 1779.

I do hereby certify that the within letters patent, Surveyor General's certificate, and the certificate of the Attorney General are recorded in the Secretary and Register's Office of the province of West Florida, in liber N, No. 3, page 520.

Examined and compared with the said record, by ———.

Entered in record of claims (east side,) vol. 1, page 189.

JOSEPH CHAMBERS, *Register.*

The Board ordered that the case be postponed for consideration.

THEODORE GAILLARD, representative of Allen Grant; case No. 250 on the docket of the Board, and No. 70 on the books of the Register.

Claim.—A right of one hundred acres of land, by virtue of a British grant of survey, under the first section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the words and figures following, viz:

This survey was made the 22d day of September, 1779, by virtue of a warrant from Peter Chester, Governor of West Florida, dated the 9th day of July, 1779, certified by Elias Durnford, Surveyor General; this land is claimed by Isaac Gaillard and Benjamin Farrar, as attorneys in fact to Theodore Gaillard, who is the holder of Allen Grant's bond, to make titles to the said land, which bond and the patent is recorded with the Register of the district of Washington.

[Plot omitted.]

WEST FLORIDA, ss.

GEORGE THE THIRD, *by the grace of God, of Great Britain, France, and Ireland, King, defender of the faith, &c. To all to whom these presents shall come, greeting:*

Know ye, that we, of our special grace, certain knowledge, and mere motion, have given and granted, and, by these presents, for us, our heirs and successors, do give and grant, unto Allen Grant, his heirs and assigns, all that tract of land, situated on the east side of Brier creek, bounded west by lands surveyed for Samuel Fontanella, south by vacant land, and east by Joseph Jackson's land, in our province of West Florida, and having such shape, form, and marks, both natural and artificial, as are represented in the plot thereof hereunto annexed, as drawn by our Surveyor General of land; which said tract of land contains one hundred acres, and is bounded as by the further certificate hereunto likewise annexed, under the land of said Surveyor General of lands in our said province, may more fully and at large appear; together with all woods, underwood, timber and timber trees, lakes, ponds, fishings, waters, water-courses, profits, commodities, hereditaments, and appurtenances whatsoever thereunto belonging, or in anywise appertaining; together, also, with privilege of hunting, hawking, and fowling in and upon the same, and all mines and minerals, reserving to us, our heirs and successors, all mines of gold and silver: to have and to hold the said tract of land, and all and singular the premises hereby granted, with the appurtenances, unto the said Allen Grant, his heirs and assigns, forever, in free and common socage, yielding and paying unto us, our heirs and successors, or to the Receiver General of our quit-rents for the time being, or to such other officer as shall be appointed to receive the same quit-rent of one halfpenny sterling per acre, at the feast of St. Michael every year; the first payment to commence on the said feast of St. Michael, which shall first happen after the expiration of two years from the date hereof, or within fourteen days after the said feast, annually: *Provided, always,* (and this present grant is upon condition,) *nevertheless,* That the said Allen Grant, his heirs or assigns, shall and do, within three years, after the date thereof, for every fifty acres of plantable land hereby granted, clear and cultivate three acres at least in that part thereof which he or they shall judge most convenient and advantageous, or else do clear and drain three acres of swampy or sunken ground, or do drain three acres of marsh, if any such shall be contained therein; and shall further, within the time aforesaid, put and keep upon every fifty acres thereof, accounted barren, three neat cattle, and continue the same thereon until three acres for every fifty acres be fully cleared and improved; and if it shall so happen, that there be no part of the said tract of land fit for present cultivation without manuring and improving the same, if the said Allen Grant, his heirs or assigns, shall, within three years from the date hereof, erect on some part of the said tract of land one good dwelling-house, to contain at least twenty feet in length, and sixteen feet in breadth, and put on his said land the like number of three neat cattle as aforesaid, on every fifty acres therein contained; or, otherwise, if any part of the said tract of land shall be stony or rocky ground, not fit for culture or pasture, shall and do, within three years, as aforesaid, besides erecting the said house, begin to employ thereon, and continue to work for three years then next ensuing, in digging any stone quarry or mine, one good and able hand for every hundred acres thereof, it shall be accounted a sufficient cultivation and improvement: *Provided, also,* That every three acres which shall be cleared and worked, or cleared and drained, as aforesaid, shall further be accounted a sufficient seating, planting, cultivation, and improvement, to save forever from forfeiture fifty acres of land in any part of the tract hereby granted; and said Allen Grant, his heirs and assigns, shall be at liberty to withdraw his or their stock, or to forbear working in any quarry or mine, in proportion to such cultivation and improvements aforesaid, as shall be made upon the plantable lands, swamps, sunken grounds, or marshes therein contained: *Provided, also,* That this grant shall be duly registered in the Register's Office of this province within six months from the date thereof, and, also, that a docket thereof shall be entered in the Auditor's Office within the same time, if such establishment shall take place in this province: *Provided, always,* That the said Allen Grant, his heirs and assigns, at any time hereafter, having seated, planted, cultivated, and improved the said land, or any part thereof, according to the directions and conditions above mentioned, may make proof of such seating, planting, cultivation, and improvement in the general court, or in the court of the county, district, or precinct where the said land lieth, and have such proof certified to the Register's office, and there entered with the record of this grant, a copy of which, duly attested, shall be admitted on trial to prove the seating and planting of the said land: *Provided, always, nevertheless,* That if the said Allen Grant, his heirs and assigns, do not in all things fully comply with and fulfil the respective directions and conditions herein above set forth for the proper cultivation of the said land, within the time herein above limited for the completion thereof; or, if the said Allen Grant, his heirs and assigns, shall not pay to us, our heirs and successors, or to the Receiver General of quit-rents, or the proper officer appointed to receive the same, the said quit-rent of one halfpenny sterling per acre, on the said feast of St. Michael, or within fourteen days after, annually, for every acre contained in this grant, that then, and in either of these cases, respectively, this grant shall be void, any thing contained herein to the contrary notwithstanding; and the said lands, tenements, hereditaments, and premises, hereby specified, and every part and parcel thereof, shall revert to us, our heirs and successors, fully and absolutely as if the same had never been granted.

Given under the great seal of our province of West Florida. Witness our trusty and well beloved Peter Chester, Esquire, our Captain General, Governor, and Commander-in-chief in and over our said province, at Pensacola, this fourth day of October, in the year of our Lord one thousand seven hundred and seventy-nine, and in the nineteenth year of our reign.

PETER CHESTER.

Passed the Secretary's office.

ELIHU HALL BAY, *Deputy Secretary.*

PENSACOLA, AUDITOR'S OFFICE, October 4, 1797.

A docket of the within grant is entered in book B, page 67.

J. LORIMER, *Deputy Auditor.*

WEST FLORIDA, ss.

Pursuant to a fiat from his excellency Peter Chester, Esquire, Captain General, Governor, and Commander-in-chief in and over His Majesty's province of West Florida, &c. &c., to me directed, bearing date the 4th day of October, 1779, I have perused and inspected the within letters patent, and do hereby certify that there is no error therein apparent to me.

E. R. WEGG, *Attorney General.*

WEST FLORIDA, SECRETARY'S OFFICE, PENSACOLA, October 4, 1779.

I do hereby certify that the within letters patent, Surveyor General's certificate, and the certificate of the Attorney General, are recorded in the Secretary and Register's Office of the province of West Florida, in liber A, No. 3, page 530.

Examined and compared with the said record, by ———.

Entered in record of claims, (east side,) vol. 1, page 160.

JOSEPH CHAMBERS, *Register.*

The claimant exhibited a bond for three hundred dollars from Allen Grant to John Donaho, bearing date the 3d day of April, 1777, and conditioned that the said Grant should, when thereunto required, convey unto the said Donaho, by proper deeds of lease and release, one hundred acres of land.

The Board ordered that the case be postponed for consideration.

GEORGE BURDON'S case, No. 251 on the docket of the Board, and No. 73 on the books of the Register.

Claim.—A right to eight hundred acres, by virtue of a British grant, under the first section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the words and figures following, to wit:

This survey was made the 19th day of July, 1779, by virtue of a warrant from Peter Chester, Esq., Governor of West Florida, dated the 5th day of May, 1779, certified by Elias Durnford, Surveyor General.

Isaac Gaillard and Benjamin Farrar claim these lands, as attorneys in fact for Mr. George Burdon.

[Plot omitted.]

WEST FLORIDA, ss.

GEORGE THE THIRD, by the grace of God, of Great Britain, France, and Ireland, King, defender of the faith, &c.
To all to whom these presents shall come, greeting:

Know ye, that we, of our special grace, certain knowledge, and mere motion, have given and granted, and by these presents, for us, our heirs and successors, do give and grant, unto George Burdon, who served as a Lieutenant in America last war, his heirs and assigns, all that tract of land, situated on an island between Brier creek and Tombigbee river, bounded on the south by Brier creek, east by land surveyed for George Burdon, north by a bayou and lands surveyed for Thomas Scott, in our province of West Florida, and having such shape, form, and marks, both natural and artificial, as are represented in the plot thereof hereunto annexed, as drawn by our Surveyor General of lands; which said tract of land contains eight hundred acres, and is bounded as by the further certificate hereunto likewise annexed, under the hand of our said Surveyor General of lands in our said province, may more fully and at large appear; together with all woods, underwoods, timber, and timber trees, lakes, ponds, fishings, waters, water-courses, profits, commodities, hereditaments, and appurtenances whatsoever thereunto belonging, or in any wise appertaining; together, also, with privilege of hunting, hawking, and fowling in and upon the same, and all mines and minerals, reserving to us, our heirs and successors, all mines of gold and silver: to have and to hold the said tract of land, and all and singular the premises hereby granted, with the appurtenances, unto the said George Burdon, his heirs and assigns, forever, in free and common soccage; yielding and paying unto us, our heirs and successors, or to the Receiver General of our quit-rents for the time being, or to such other officer as shall be appointed to receive the same, a quit-rent of one halfpenny sterling per acre, at the feast of St. Michael every year, the first payment to commence on the said feast of St. Michael which shall first happen after the expiration of ten years from the date hereof, or within fourteen days after the said feast, annually: *Provided, always,* (and this present grant is upon condition,) *nevertheless,* That the said George Burdon, his heirs and assigns, shall and do, within three years after the date hereof, for every fifty acres of plantable land hereby granted, clear and cultivate three acres, at least, in that part thereof which he or they shall judge most convenient and advantageous, or else do clear and drain three acres of swampy or sunken ground, or do drain three acres of marsh, if any such shall be contained therein; and shall further, within the time aforesaid, put and keep upon every fifty acres thereof, accounted barren, three neat cattle, and continue the same thereon until three acres for every fifty acres be fully cleared and improved: and if it shall so happen that there be no part of the said tract of land fit for present cultivation, without manuring and improving the same, if the said George Burdon, his heirs and assigns, shall, within three years from the date hereof, erect on some part of the said tract of land one good dwelling-house, to contain at least twenty feet in length and sixteen feet in breadth, and put on his said land the like number of three neat cattle, as aforesaid, on every fifty acres therein contained; or, otherwise, if any part of the said tract of land shall be stony or rocky ground, not fit for culture or pasture, shall and do, within three years, as aforesaid, besides erecting the said house, begin to employ thereon, and continue to work for three years then next ensuing, in digging any stone quarry or mine, one good and able hand for every hundred acres thereof, it shall be accounted a sufficient cultivation and improvement: *Provided, also,* That every three acres which shall be cleared and worked, or cleared and drained as aforesaid, shall further be accounted a sufficient seating, planting, cultivation, and improvement, to save forever from forfeiture fifty acres of land in any part of the tract hereby granted; and the said George Burdon, his heirs and assigns, shall be at liberty to withdraw his or their stock, or to forbear working in any quarry or mine, in proportion to such cultivation and improvements aforesaid, as shall be made upon the plantable lands, swamps, sunken grounds, or marshes therein contained: *Provided, also,* That this grant shall be duly registered in the Register's office of this province within six months from the date hereof; and also, that a docket thereof shall be entered in the Auditor's office within the same time, if such establishment shall take place in this province: *Provided, always,* That the said George Burdon, his heirs and assigns, at any time hereafter, having seated, planted, cultivated, and improved the said land, or any part thereof, according to the directions and conditions above mentioned, may make proof of such seating, planting, cultivation, and improvement, in the general court, or in the court of the county, district, or precinct where the said land lieth, and have such proof certified to the Register's Office, and there entered with the record of this grant, a copy of which, duly attested, shall be admitted on trial to prove the seating and the planting of the said land: *Provided, always, nevertheless,* That if the said George Burdon, his heirs and assigns, do not in all things fully comply with and fulfil the respective directions and conditions herein above set forth for the proper cultivation of the said land, within the time herein above limited for the completion thereof; or if the said George Burdon, his heirs or assigns, shall not pay to us, our heirs, or successors, or to the Receiver General of our quit-rents, or to the proper officer appointed to receive the same, the said quit-rent of one halfpenny sterling per acre, on the said feast of St. Michael, or within fourteen days after, annually, for every acre contained in this grant, that then, and in either of these cases respectively, this grant shall be void, any thing contained therein to the contrary notwithstanding; and the said lands, tenements, hereditaments, and premises hereby specified, and every part or parcel thereof, shall revert to us, our heirs and successors, fully and absolutely as if the same had never been granted. This grant being in pursuance of our royal proclamation of the 7th day of October, in the third year of our reign.

Given under the great seal of our province of West Florida. Witness our trusty and well beloved Peter Chester, Esquire, Captain General, Governor, and Commander-in-chief in and over our said province, at Pensacola, this seventeenth day of August, in the year of our Lord one thousand seven hundred and seventy-nine, and in the nineteenth year of our reign.

PETER CHESTER.

Passed the Secretary's office.

WEST FLORIDA, ss.

Pursuant to a fiat from his excellency, Peter Chester, Esquire, Captain General, Governor, and Commander-in-chief in and over his Majesty's province of West Florida, &c. &c., to me directed, bearing date the 17th day of August, 1779, I have perused and inspected the within letters patent, and do hereby certify that there is no error therein apparent to me.

PENSACOLA, AUDITOR'S OFFICE, August 17, 1779.

A docket of the within grant is entered in book B, page 65, per

J. LORIMER, Deputy Auditor.

WEST FLORIDA, PENSACOLA, SECRETARY'S OFFICE, August 17, 1779.

I do hereby certify that the within letters patent, Surveyor General's certificate, and the certificate of the Attorney General, are recorded in the Secretary and Register's Office of the province of West Florida, in liber A, page No. 3.

Examined and compared with the said record, by ———.

Entered in record of claims, (east side,) vol. 1, page 183.

The Board ordered that the case be postponed for consideration.

JOSEPH CHAMBERS, Register.

JOHN TROUILLET's case, No. 252 on the docket of the Board, and No. 61 on the books of the Register.

Claim.—A donation of six hundred and thirty-nine acres and nine-tenths of an acre, under the second section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the words and figures following, to wit:

To the Commissioners appointed in pursuance of an act of Congress passed the 3d of March, 1803, for receiving and adjusting claims to lands south of the Tennessee river, and east of the Pearl river.

Please to take notice, that the following tract of land, lying east of the Mobile river, bounded southwardly by Jusant's land, eastwardly by vacant land, and westwardly by the said river, is claimed by John Trouillet, under and by virtue of the second section of the act of Congress above mentioned. To all which he begs leave to refer, as also to the copy of the plot now delivered to the Register of the Land Office to be established east of Pearl river, which plot is herewith filed.

JOSEPH CAMPBELL, Acting for John Trouillet.

FORT STODDERT, March 23, 1804.

[Plot omitted.]

Surveyed March 19, 1804, by James Gordon. Chain bearers, Gabriel Tissrah, William Weathers.

Entered in record of claims, (east side,) vol. 1, page 127, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

The Board ordered that the case be postponed for consideration.

JOHN TROUILLET's case, No. 253 on the docket of the Board, and No. 29 on the books of the Register.

Claim.—A donation of six hundred and thirty-nine acres and nine-tenths of an acre, as representative of Joseph Milon, under the second section of the act.

The claimant presented his claim, together with a surveyor's plot of the land claimed, in the words and figures following, to wit:

To the Commissioners appointed in pursuance of an act of Congress passed the 3d day of March, 1803, for receiving and adjusting claims to lands south of Tennessee, and east of Pearl river.

Please to take notice, that the following tract of land, lying east of the Mobile river, bounded eastwardly by a lake called the Cut-off to Tensaw, and on all other sides by vacant lands, is claimed by John Trouillet, under and by virtue of a bill of sale from Joseph Milon to John and Peter Trouillet. To all which he begs leave to refer, as also to the copy of the plot now delivered to the Register of the Land Office, to be established east of Pearl river, which plot is herewith filed.

JOSEPH CAMPBELL.

FORT STODDERT, March 31, 1804.

[Plot omitted.]

Surveyed March 24, 1804, by James Gordon. Chain bearers, William Weathers, Gabriel Tissrah.

Entered in record of claims, (east side,) vol. 1, page 102, by EDWARD LLOYD WAILES, for

JOSEPH CHAMBERS, Register.

The claimant exhibited a bill of sale from Joseph Milon, duly executed, and bearing date the 9th day of October, 1774, conveying all the said Milon's right and interest in and to the said tract of land to John and Peter Trouillet.

The Board ordered that the case be postponed for consideration.

Adjourned until Monday, the 1st day of July next.

MONDAY, July 1, 1805.

The Board met according to adjournment. Present: Robert C. Nicholas, Joseph Chambers.

Adjourned until Thursday, the 4th instant.

THURSDAY, July 4, 1805.

The Board met according to adjournment. Present: Robert C. Nicholas, Joseph Chambers.

Adjourned until Saturday, the 6th instant.

SATURDAY, July 6, 1805.

The Board met according to adjournment. Present: Robert C. Nicholas, Joseph Chambers.

Adjourned until Monday, the 8th instant.

MONDAY, July 8, 1805.

The Board met according to adjournment. Present: Robert C. Nicholas, Joseph Chambers.

SAMUEL MIMS, representative of William Clark; case commenced in page 825.

On due consideration, the Board is of opinion that this claim is not supported agreeably to the articles of agreement and cession, between the United States and the State of Georgia, and the said claimant is not confirmed in his title to said land.

SAMUEL MIMS, representative of William Clark; case commenced in page 826.

On due consideration, the Board is of opinion that this claim is not supported agreeably to the articles of agreement and cession between the United States and the State of Georgia, and the said claimant is not confirmed in his title to said land.

HEIRS OF PETER DEFORGE; case commenced in page 840.

On due consideration, the Board is of opinion that this claim is not supported agreeably to the articles of cession and agreement, between the United States and the State of Georgia, and the claimants are not confirmed in their title to said land.

GEORGE WEEKLEY, representative of Michael Skipper; case commenced in page 808.

On due consideration, the Board is of opinion that this claim is supported agreeably to the requirements of law, and the claimant is entitled to a patent for so many acres of land as may be included in the following limits, to wit:

Beginning, at the mouth of a bayou or gut, on the west margin of the Alabama river, in the Nanna Hubba island, on two willows, it being the beginning corner as described in the claimant's plot, entered in the Office of the Register, it being also the lower corner of John Randon's donation claim, in his own right, running from thence, north, thirty-five degrees west, until it intersects with the line of Joseph Thompson's claim, in virtue of a Spanish warrant of survey, in the name of Adam Hollinger; thence, with Thompson's said line, south, fifty-six degrees west, twenty-eight chains and fifty links; thence, south, thirty-five degrees east, to the margin of the Alabama river; and thence, up the west margin of said river, to the beginning.

JOSEPH THOMPSON, representative of Adam Hollinger; case commenced in page 805.

On due consideration, the Board is of opinion that this claim is supported agreeably to the requirements of law, and the claimant is entitled to a patent for seven hundred and thirty acres of land, to be located as follows, to wit: Beginning, on the west margin of the Alabama river, in the Nanna Hubba island, at a willow, in a gut, being the beginning corner described in the claimant's plot, entered in the Office of the Register, and being also the upper corner of John Randon's donation claim, in his own right; running thence, south, twenty-three degrees east, seventeen chains; thence, south, fifty-six degrees west, eleven chains; thence, south, thirty-seven degrees west, five chains; thence, south, fifty-six degrees west, thirty-six chains; thence, due west, ninety chains; thence, north, five degrees west, so far that a line drawn from the extreme point of the same, to the place of beginning, shall include seven hundred and thirty acres of land.

HEIRS OF JOHN LINDER, Junior; case commenced in page 809.

On due consideration, the Board is of opinion that this claim is supported agreeably to the requirements of law, and the claimant is entitled to a patent for eight hundred acres of land, provided so many acres be included within the following limits, to wit: Beginning, at the mouth of the Tensaw lake, where it puts out of the Alabama river, at an ash and maple, being the beginning corner described in the claimant's plot, entered in the Office of the Register, and also the beginning corner of Lemuel Henry's four hundred and ninety-one acre tract, in virtue of a Spanish warrant of survey, in the name of John Linder, Senior; running from thence, north, seventy-five degrees east, one hundred and twenty-seven chains; thence, return to the ash and maple, the place of beginning, before mentioned; and runs therefrom, up the margin of the Alabama river, to the mouth of Boggy gut, described in the aforesaid plot; and thence, up the margin of said gut, so far as to make sixty-three chains, in a straight line, from the ash and maple; thence, a line to be drawn from the termination of this line, to run northeastwardly, so as to leave the house and principal improvements of Benjamin Hooven on the north side thereof; this line to be continued so far that a line drawn from the extreme point thereof, running south, fifteen degrees east, shall join the said line of one hundred and twenty-seven chains, at its termination.

JAMES CARPENTER, heir at law to Richard, Caleb, and Joseph Carpenter; case commenced in page 837.

An affidavit was exhibited in the words and figures following, viz:

BOARD OF COMMISSIONERS, WASHINGTON, MISSISSIPPI TERRITORY.
Monday, March 11, 1805.

Witness, Daniel Whitaker, sworn, says, that Richard Carpenter, the patentee, died previous to the 27th of October, 1795; and that his son, James Carpenter, the devisee and claimant, was a resident in the Mississippi territory on the 27th of October, 1795.

I do certify, that the above is a true extract from the journal of the Board of Commissioners, for lands west of Pearl river, in the claim of James Carpenter, under a Spanish patent to his father, legally and fully executed.

R. CLAIBORNE, Clerk of the Board.

On due consideration, the Board is of opinion that this claim is supported agreeably to the articles of agreement and cession between the United States and the State of Georgia, and that Richard, Caleb, and Joseph Carpenter, or their heirs or devisees, are confirmed in their title to said land.

Adjourned until Thursday, the 11th instant.

THURSDAY, July 11, 1805.

The Board met according to adjournment. Present: Robert C. Nicholas, Joseph Chambers.

HEIRS OF DOMINIQUE DE OLIVE; case commenced in page 804.

On due consideration, the Board is of opinion that this claim is supported agreeably to the requirements of law, and the claimants are entitled to a patent for one thousand two hundred acres of land, to be located as follows, viz: Beginning at a gum, in the mouth of a creek or bayou, being the beginning corner described in the claimant's plot, entered in the Register's Office; running thence, south, sixty-two degrees east, one hundred and twenty-seven chains; thence, north, eight degrees east, ninety-four chains eighty links; thence, north, sixty-two degrees west, to the Mobile river; and down the river, with its meanders, to the beginning.

ADAM HOLLINGER's case, commenced in page 822.

On due consideration, the Board is of opinion that this claim is supported agreeably to the requirements of law, and the claimant is entitled to a patent for one thousand acres of land, to be located as follows, viz: Beginning on the margin of the bayou, called the Cut-off, at its mouth, where it puts out of the Tombigbee river, in the Nanna Hubba island; and thence, down the Tombigbee river, with its meanders, so far as to make, in a straight line, seventy-nine chains; thence, north, eighty-six degrees east, one hundred and twenty-six chains forty-nine links; thence, in a straight line, to the lower margin of the Cut-off, and, with the said Cut-off, as it meanders, to the place of beginning, so as to include one thousand acres of land.

JOSEPH BATES, Senior's case, commenced in page 823.

On due consideration, the Board is of opinion that this claim is supported agreeably to the requirements of law, and the claimant is entitled to a patent for one thousand acres of land, provided so many acres be included within the following limits, to be located as follows, viz: Beginning at a cedar post, near to the lower end of the claimant's cleared land, on the east bank of the Tombigbee river; being the same cedar post, acknowledged by the claimant, as the point at which the line should commence, which might separate or divide his claim from that of John Turnbull, or from the claim of the representatives of Michael Hartley; running, from said cedar post, north, seventy degrees east, one hundred and twenty-six chains forty-nine links; thence, at right angles, from the termination of the line last mentioned, seventy-nine chains; and from thence, south, seventy degrees west, to the river; and, with its meanders, to the place of beginning: *Provided*, That if the line, running at right angles from the termination of the line of one hundred and twenty-six chains forty-nine links, should strike the river Tombigbee, in running a less number than seventy-nine chains; thence, to run down the said river, from the point where it may intersect the same, with its meanders, to the place of beginning.

JOSEPH STIGGINS, representative of John Johnson; case commenced in page 827.

On due consideration, the Board is of opinion that this claim is supported agreeably to the requirements of law, and the claimant is entitled to a patent for eight hundred acres of land, to be located as follows, viz: Beginning on the east margin of Tensaw lake, five chains and fifty links below the mouth of Pyburn's creek; running from thence, up the east margin of said lake, as it meanders, so far as to make, on a straight line, sixty-three chains

twenty-five links; thence, from the extreme point of the line last mentioned, north, seventy-six degrees east, one hundred and twenty-four chains; thence, south, fourteen degrees east, sixty three-chains and twenty-five links; thence, a direct line, to the beginning.

LEMUEL HENRY, representative of John Linder, Senior; case commenced in page 814.

On due consideration, the Board is of opinion that this claim is supported agreeably to law, and the claimant is entitled to a patent for four hundred and ninety-nine acres of land, to be located as follows, to wit: Beginning at the mouth of Tensaw lake, where it puts out of the Alabama river, at an ash and maple, being the beginning corner described in the claimant's plot, entered in the Register's Office; running thence, north, seventy-five degrees east, seventy-eight chains; thence, south, fifteen degrees east, sixty-three chains; thence, south, seventy-five degrees west, so far that a line from the extreme point of the same, to the place of beginning, shall include four hundred and ninety-nine acres.

JAMES MILLS, representative of John Linder, Senior; case commenced in page 815.

On due consideration, the Board is of opinion that this claim is supported agreeably to the requirements of law, and the claimant is entitled to a patent for two hundred and ninety-nine acres of land, to be located as follows, to wit: Beginning at the northeast corner of Lemuel Henry's four hundred and ninety-one acre tract, in virtue of a Spanish warrant of survey, in the name of John Linder, Senior; running thence, north, seventy-five degrees east, forty-seven chains and fifty links; thence, south, fifteen degrees east, so far that a line from the extreme point of the same, south, seventy-five degrees west, to the line of Lemuel Henry's said tract, and, with said Henry's line, to the place of beginning, shall include two hundred and ninety-nine acres of land.

JOSEPH CAMPBELL, representative of Augustin Rochon and Louisa Rochon; case commenced in page 828.

On due consideration, the Board is of opinion that this claim is supported agreeably to the requirements of the act; but that the warrants or orders of survey, from the Spanish Government, in the name of Augustin Rochon, and the widow, alias Louisa, Rochon, on which this claim is bottomed, granted, or ordered to be surveyed, for the said Augustin Rochon only four hundred acres, and for the widow Louisa Rochon only four hundred acres; and, therefore, that the claimant is entitled to a patent for four hundred acres of land, in and by virtue of the Spanish warrant or order of survey, in the name of Augustin Rochon, to be located as follows, viz: Beginning on the east margin of the Mobile river, at a gum tree, in the mouth of a gut or bayon, being also the beginning corner of a tract of one thousand two hundred acres, confirmed to the heirs of Dominique de Olive, under a Spanish warrant or order of survey, bearing date New Orleans, 26th of December, 1794; and running with the line of said tract, south, sixty-two degrees east, one hundred and twenty-seven chains; thence, south, twenty-eight degrees west, so far that a line from the termination thereof, to run north, sixty-two degrees west, to the margin of the Mobile river; thence, up the same, as it meanders, to the beginning, shall include four hundred acres of land. Also to a patent for four hundred acres of land, in virtue of a Spanish warrant or order of survey, in the name of the widow, alias Louisa, Rochon, to be located as follows, viz: Beginning on the east margin of the Mobile river, at the lower corner of the tract, confirmed to the claimant in virtue of a Spanish warrant or order of survey, in the name of Augustin Rochon, dated New Orleans, 9th of March, 1794; thence, with the line of said tract, south, sixty-two degrees east, one hundred and twenty-seven chains; thence, south, twenty-eight degrees west, so far that a line from the termination thereof, to run north, sixty-two degrees west, to the margin of the Mobile river; and, up the same, to the beginning, shall include four hundred acres of land.

ANTONIO ESPAÑO, representative of John Turnbull; case commenced in page 831.

On due consideration, the Board is of opinion that this claim is not supported agreeably to the requirements of law, and the claimant is not entitled to a patent in manner and form aforesaid.

FRANCES STEEL'S case, commenced in page 818.

On due consideration, the Board is of opinion that this claim is supported agreeably to the requirements of law, and the claimant is entitled to a patent for six hundred and forty acres of land, to be located as follows, to wit:

Beginning at a water oak, on the Tensaw lake, being the beginning corner described in the claimant's plot, entered in the Register's Office; running from thence, south, thirteen degrees east, forty-two chains; thence, south, eighty-five degrees east, fifty-four chains; thence, north, sixty-two chains; thence, northwestwardly, across Tensaw lake; thence, up the margin of said lake, so far that a line therefrom, south, twenty-two degrees west, to the margin of said lake; thence, up the margin thereof, to the place of beginning, shall include six hundred and forty acres of land.

WILLIAM WEBBER'S case, commenced in page 812.

On due consideration, the Board is of opinion that this claim is supported agreeably to the requirements of law, and that the claimant is entitled to a patent for six hundred and forty acres of land, to be located as follows, to wit:

Beginning at a hickory, on the Indian line, as described in the claimant's plot, entered in the Register's Office; thence, with said Indian line, south, eighty chains; thence, west, eighty chains; thence, north, eighty chains; thence, east, eighty chains, to the beginning, to include six hundred and forty acres of land, and the improvements of the claimant.

Adjourned until Saturday the 13th instant.

SATURDAY, July 13, 1805.

The Board met according to adjournment. Present: Robert C. Nicholas, Joseph Chambers.

GEORGE WEEKLEY'S case, commenced in page 812.

On due consideration, the Board is of opinion that this claim is supported agreeably to the requirements of law, and the claimant is entitled to a patent for six hundred and forty acres of land, to be located as follows, viz:

Beginning on Stedham's lake, at the same place described in the claimant's plot entered in the Register's Office; it being also the upper corner of Moses Stedham's donation tract of six hundred and twenty-eight acres; thence, north, eighty-eight degrees east, forty-four chains; thence, north, sixty-eight degrees east, thirty-two chains; thence, south, twenty-two degrees east, sixty-three chains and fifty links; thence, north, seventy-five degrees east, so far that a line drawn from the extreme point of the same, north, fifteen degrees west, fifty-eight chains; thence, due west to the margin of the lake; thence, with its meanders, to the beginning.

WILLIAM COLLINS, representative of Charles Conway; case commenced in page 817.

On due consideration, the Board is of opinion that this claim is not supported agreeably to the requirements of law, and the claimant is not entitled to a patent in manner and form aforesaid.

JOHN WEEKLEY, representative of James Farr; case commenced in page 817.

On due consideration, the Board is of opinion that this claim is supported agreeably to the requirements of law, and the claimant is entitled to a patent for six hundred and thirty-six acres of land, to be located as follows, viz:

Beginning at a water oak, on the east margin of the Tensaw lake, a small distance below the mouth of Farr's mill creek, being the beginning corner described in the claimant's plot entered in the Register's Office; running from thence, north, sixty-four degrees east, thirty-six chains; thence, south, twenty-six degrees east, thirty-eight chains; thence, north, eighty degrees east, sixty-three chains; thence, north, ten degrees west, so far that a line drawn from the extreme point thereof, north, sixty-five degrees west, to the east margin of the Tensaw lake, and down the margin of said lake, as it meanders, to the beginning, shall include six hundred and thirty-six acres of land.

JAMES COCKRAM, representative of Samuel Lyons; case commenced in page 820.

On due consideration, the Board is of opinion that this claim is supported agreeably to the requirements of the law, and the claimant is entitled to a patent for six hundred and forty acres of land, to be located as follows, viz:

Beginning at a cypress, on one of the branches of Rice creek, being the beginning corner described in the claimant's plot entered in the Register's Office; running from thence, north, seventy-three degrees east, eighty chains; thence, north, seventeen degrees west, eighty chains; thence, south, seventy-three degrees west, eighty chains; thence, in a direct line to the beginning, to include six hundred and forty acres of land, and the improvements of the claimant.

JORDAN PROCTOR's case, commenced in page 818.

On due consideration, the Board is of opinion that this claim is not supported agreeably to the requirements of law, and the claimant is not entitled to a patent in manner and form aforesaid.

HEIRS OF MICHAEL MILTON; case commenced in page 819.

On due consideration, the Board is of opinion that this claim is supported agreeably to the requirements of law, and the claimants are entitled to a patent for six hundred and eleven acres of land, to be located as follows, viz:

Beginning at a water oak, on the south side of Tensaw lake, being the beginning corner described in the claimant's plot entered in the Register's Office; running from thence, south, thirteen degrees east, thirty-eight chains fifty links; thence, north, seventy-eight degrees west, so far that a line from the termination of the same, north, thirteen degrees west, until it strikes the margin of said lake, and on the margin thereof, as it meanders, to the place of beginning, shall include six hundred and eleven acres of land.

RICHARD COLEMAN's case, commenced in page 819.

On due consideration, the Board is of opinion that this claim is supported agreeably to the requirements of law, and the claimant is entitled to a patent for six hundred and thirty-four acres of land, to be located as follows, viz:

Beginning on the east margin of the Tensaw lake, at the upper corner of Joseph Stiggins's eight hundred acre tract, in virtue of a Spanish warrant of survey, in the name of John Johnson; running from thence, with Stiggins's line, north, seventy-six degrees east, fifty-seven chains; thence, north, twenty-six degrees west, so far that a line from the termination of the same, south, sixty-four degrees west, to Weekley's mill creek, and down the margin of the main branch of said creek, as it meanders, to Tensaw lake; thence, down the said margin of said lake, to the beginning, shall include six hundred and thirty-four acres of land.

JOHN RANDON's case, commenced in page 812.

On due consideration, the Board is of opinion that this claim is supported agreeably to the requirements of law, and the claimant is entitled to a patent for three hundred and one acres of land, to be located as follows, to wit:

Beginning at the mouth of a gut or bayou, on the west margin of the Alabama river, in the Nanna Hubba island, on two willows, it being also the beginning corner of George Weekley's one hundred and sixty-one acre tract, in virtue of a Spanish warrant of survey, in the name of Michael Skipper; thence, with the line of said Weekley's said tract, north, thirty-five degrees west, until it intersects the line of Joseph Thompson's claim, in virtue of a Spanish warrant of survey in the name of Adam Hollinger; thence, in the courses and with Thompson's lines, to the beginning corner of his said tract of land; thence, down the west margin of the Alabama river to the place of beginning.

JESSE ROSS, representative of Abraham Walker; case commenced in page 813.

No evidence being adduced to show that Jesse Ross, the claimant, is the legal representative of Abraham Walker, therefore—

On due consideration, the Board is of opinion that the claim of Abraham Walker is supported agreeably to the requirements of law, and that the said Abraham Walker is entitled to a patent for six hundred and thirty acres of land, to be located as follows, viz:

Beginning at an ash, on the east margin of Hollow creek, it being the beginning corner described in the claimant's plot entered in the Register's Office; thence, east, fifty-six chains and fifty-seven links; thence, south, so far that a line from the termination of the same, to run west to the margin of said Hollow creek; and thence, up the margin of said creek, with its meanders, to the beginning, shall include six hundred and thirty acres of land, with the improvements of the claimant.

MOSES STEDHAM's case, commenced in page 811.

On due consideration, the Board is of opinion that this claim is supported agreeably to the requirements of law, and the claimant is entitled to a patent for six hundred and twenty-eight acres of land, to be located as follows, viz:

Beginning at the beginning corner of George Weekley's donation tract of six hundred and forty acres, on Stedham's lake; running thence, with said Weekley's line, north, eighty-eight degrees east, forty-four chains; thence, north, sixty-eight degrees east, so far that a line drawn from the extreme point of the same, south, twenty-two degrees east, sixty-nine chains; thence, south, seventy-nine degrees east, until it strikes Pine Log creek; thence, on the margin of said creek, as it meanders, to Stedham's lake; thence, on the margin of said lake, with its meanders, to the beginning, shall include six hundred and twenty-eight acres of land.

JOHN MILLS's case, commenced in page 807.

On due consideration, the Board is of opinion that this claim is supported agreeably to the requirements of law, and the claimant is entitled to a patent for so many acres of land, as are included within the following limits, provided the same does not exceed six hundred and forty acres, viz:

Beginning at three cotton trees, said to be in a gut, on the west margin of the Alabama river, in the Nanna Hubba island, being the same cotton trees described in the claimant's plot entered in the Register's Office; running from thence, down the said margin of said river, as it meanders, to a maple; being the same maple described in the aforesaid plot; thence, direct to the beginning.

HEIRS OF VALENTINE DUBROCA; case commenced in page 828.

On due consideration, the Board is of opinion that this claim is not supported agreeably to the requirements of law, and the claimants are not entitled to a patent in manner and form aforesaid.

JAMES CALLIER, representative of Joseph Campbell; case commenced in page 816.

On due consideration, the Board is of opinion that this claim is supported agreeably to the requirements of the act, and the claimant is entitled to a patent for six hundred and forty acres of land, to be located as follows, viz:

Beginning on the east margin of the Mobile river, ten chains below the first bend below Fort Stoddert; thence, down the river so far, as, when reduced to a straight line, to make eighty chains; thence, at right angles, (eastwardly) from the general course of the river, so as to include six hundred and forty acres of land.

RICHARD TURVIN's case, commenced in page 824.

On due consideration, the Board is of opinion that this claim is not supported agreeably to the requirements of law, and that the claimant is not entitled to a patent in manner and form aforesaid.

JOHN TROUILLET's case, commenced in page 845.

On due consideration, the Board is of opinion that this claim is not supported agreeably to the requirements of the act, and the claimant is not entitled to a patent for the land by him claimed.

JOHN TROUILLET, representative of Joseph Milon; case commenced in page 845.

On due consideration, the Board is of opinion that this claim is not supported agreeably to the requirements of law, and that the claimant is not entitled to a patent for the land by him claimed.

Adjourned until Tuesday the sixteenth instant.

TUESDAY, July 16, 1805.

The Board met according to adjournment. Present: Robert C. Nicholas, Joseph Chambers.

WILLIAM AND JOHN PIERCE, representatives of Francis Ballard; case commenced in page 815.

On due consideration, the Board is of opinion that this claim is not supported agreeably to the requirements of law, and the claimants are not entitled to a patent in manner and form aforesaid.

JOSIAH FLETCHER's case, commenced in page 811.

On due consideration the Board is of opinion that this claim is supported agreeably to the requirements of law, and the claimant is entitled to a patent for so many acres of land as may be included within the following limits, provided the quantity of land included therein does not exceed six hundred and forty acres, viz:

Beginning at a sweet gum, on the margin of the Cut-off, in the Nanna Hubba island, being also the beginning corner of Samuel Mims's donation claim; in his own right; running from thence, south, five degrees east, until a line in this course intersects a line of Joseph Thompson's tract, in virtue of a Spanish warrant of survey, in the name of Adam Hollinger, and with the line of Thompson's said tract, to the margin of the Alabama river, and up the west margin thereof, as it meanders, to the mouth of the Cut-off; thence, on the south margin of the Cut-off as it meanders, to the beginning.

SAMUEL TREND's case, commenced in page 821.

On due consideration, the Board is of opinion that this claim is supported agreeably to the requirements of law, and the claimant is entitled to a patent for six hundred and forty acres of land, to be located as follows, viz:

Beginning at a point on Pine Log creek, being also the beginning corner of Francis Killingworth's donation tract, as representative of William Mills; thence, with said Killingworth's line, south, forty-five degrees west, so far that a line drawn therefrom, north, ten degrees west, forty chains, shall leave the present dwelling house of Samuel Trend, on the east side thereof; thence, from the termination of this line, east, one hundred and twenty chains; thence, south, ten degrees east, eighty chains; thence, west, so far, as to intersect said Killingworth's line; thence, with said Killingworth's lines to their intersection with Pine Log creek; thence, down the east margin of said creek, as it meanders, to the point of beginning.

FRANCIS KILLINGWORTH, representative of William Mills; case commenced in page 807.

On due consideration, the Board is of opinion that this claim is supported agreeably to the requirements of law, and the claimant is entitled to a patent for six hundred and forty acres of land, to be located as follows, viz:

Beginning at such a point on Pine Log creek, that a line drawn therefrom, south, forty-five degrees west, shall leave Francis Killingworth's plantation on the south side of the same, and the house of Samuel Trend on the north side thereof; the line in this course of south, forty-five degrees west, to be continued so far, that a line drawn from the termination thereof, south, ten degrees east, one hundred and seven chains, shall leave the plantation of the said Killingworth, on the east side thereof; thence, from the termination of the last mentioned line, east, sixty-six chains; thence, north, ten degrees west, one hundred and six chains; thence, west, to the east margin of Pine Log creek; thence, down the margin thereof, to the point of beginning; to include six hundred and forty acres.

BENJAMIN HOOVEN's case, commenced in page 810.

On due consideration, the Board is of opinion that this claim is supported agreeably to the requirements of law, and the claimant is entitled to a patent for five hundred and sixty-six acres of land, provided so many acres are included within the following limits, viz: Beginning at the mouth of Pine Log creek, on the lower side of the same;

thence, down the east margin of the Alabama river, to the mouth of a boggy gut, being the same gut described in the claimant's plot entered in the Register's Office, and also described in the location of the tract, in the name of the heirs of John Linder, Jun. in virtue of a Spanish warrant of survey; thence, up the margin of said gut, to the corner of the tract of the heirs of the said John Linder, Jun.; thence, in the course and with the line of said tract, north-easterly, one hundred and fourteen chains; thence, north, fifteen degrees west, to the line of Moses Stedham's donation tract, and, with said Stedham's line and Pine Log creek, to the beginning.

JAMES RANDON's case; commenced in page 812.

On due consideration, the Board is of opinion that this claim is not supported agreeably to the requirements of law, and the claimant is not entitled to a patent in manner and form aforesaid.

SAMUEL MIMS's case, commenced in page 812.

On due consideration, the Board is of opinion that this claim is supported agreeably to the requirements of law, and the claimant is entitled to a patent for six hundred and forty acres of land, to be located as follows, to wit: Beginning at a sweet gum on the south margin of the Cut-off, in the Nanna Hubba island, being the beginning corner described in the claimant's plot entered in the Register's Office, running from thence, south, five degrees east, until it intersects with a line of Joseph Thompson's claim, in virtue of a Spanish warrant of survey, in the name of Adam Hollinger; and thence, with said Thompson's lines, so far as to make eighty chains in a straight line from the place of beginning; thence, south, eighty-five degrees west, so far that a line drawn from the termination of the same, to run north, five degrees west, to the south margin of the Cut-off; thence, on the margin thereof, with its meanders, to the beginning, shall include six hundred and forty acres of land.

BENJAMIN STEDHAM's case, commenced in page 813.

On due consideration, the Board is of opinion that the present claim is not supported agreeably to the requirements of the second section of said act, but the same is supported agreeably to the requirements of the third section of said act, and the claimant is entitled to a right of pre-emption to one hundred and thirty-three acres of land, to be located as follows, viz: Beginning at the lower corner of George Weekley's one hundred and sixty-one acre tract, in virtue of a Spanish warrant of survey in the name of Michael Skipper, on the west margin of the Alabama river, in the Nanna Hubba islands; running from thence, with said Weekley's line, north, thirty-five degrees west, sixty-four chains; thence, in a direct line, to the Alabama river; and thence, up the said river, as it meanders, to the beginning; to include one hundred and thirty-three acres of land.

JOSEPH THOMPSON's case, commenced in page 806.

On due consideration, the Board is of opinion that this claim is supported agreeably to the requirements of law, and the claimant is entitled to a patent for six hundred and forty acres of land, to be located as follows, to wit: Beginning at a white oak, on the east margin of Hollow creek, being the beginning corner described in the claim-

ant's plot entered in the Register's Office; running from thence, south, eighty-eight degrees east, eighty chains; thence, north, so far that a line from the termination of the same, to run north, eighty-eight degrees west, to the east margin of said creek; thence, down the east margin thereof, to the beginning, shall include six hundred and forty acres of land.

WILLIAM and JOHN PIERCE, representatives of Jeremiah Phillips; case commenced in page 806.

On due consideration, the Board is of opinion that this claim is supported agreeably to the requirements of law, and the claimants are entitled to a patent for six hundred and forty acres of land, to be located as follows, viz: Beginning at the upper corner of John Mills's donation tract, in his own name, at three cotton trees; thence, up the west margin of the Alabama river, to the lower corner of Benjamin Stedham's pre-emption tract; thence, with the said Stedham's line, until it strikes the line of Joseph Thompson's tract, in virtue of a Spanish warrant of survey, in the name of Adam Hollinger; thence, westwardly, with said Thompson's line or lines, until it strikes the line of Samuel Mims's donation tract, in his own right; thence, with said Mims's line, so far that a direct line from the termination thereof to the margin of the Alabama river, and, up the margin of the same, to the lower corner of John Mills's donation tract; and thence, with said line, to the beginning, shall include six hundred and forty acres of land.

NATT CHRISTMAS, representative of Michael Hartley; case commenced in page 816.

On due consideration, the Board is of opinion that this claim is supported agreeably to the requirements of law, and the claimant is entitled to a patent for six hundred and forty acres of land, to be located as follows, viz: Beginning at a cedar post on the east margin of the Tombigbee river, being the beginning corner of Joseph Bates's tract of one thousand acres, in virtue of a Spanish warrant of survey, in his own name; thence, with said Bates's line, north, seventy degrees east, one hundred and twenty-six chains forty-nine links; thence, return to the beginning cedar post; thence, down the east margin of the Tombigbee river, to its junction with the Alabama river; and, up the west margin thereof, so far that a direct line therefrom to the termination of the first mentioned line shall include six hundred and forty acres.

Adjourned until Friday, the 19th instant.

FRIDAY, July 19, 1805.

The Board met according to adjournment. Present: Robert C. Nicholas, Joseph Chambers.

THOMAS BATES, Junior's, case, commenced in page 829.

On due consideration, the Board is of opinion that this claim is not supported agreeably to the requirements of law, inasmuch as the land covered by this claim is within the limits of a Spanish warrant of survey in the name of Joseph Bates, the father of the claimant, allowed by the Board; and, therefore, the claimant is not entitled to a patent in manner and form aforesaid.

WILLIAM BUFORD, representative of George Weekley, senior; case commenced in page 834.

On due consideration, the Board is of opinion that this claim is not supported agreeably to the requirements of law, and the claimant is not entitled to a patent in manner and form aforesaid.

NATT CHRISTMAS's case, commenced in page 838.

On due consideration, the Board is of opinion that this claim is not supported agreeably to the requirements of law, and the claimant is not entitled to a right of pre-emption to the land by him claimed, inasmuch as a donation claim in the name of this claimant, as representative of Michael Hartley, was allowed by the Board, and includes within its limits all the improvements and land included within the lines of this claim.

BENJAMIN FEW's case, commenced in page 805.

On due consideration, the Board is of opinion that this claim is not supported agreeably to the requirements of law, inasmuch as there is a Spanish warrant of survey in the name of Dominique de Olive, supported agreeably to law, for the whole of the land included within the lines of this claim, and the same is therefore rejected.

WILLIAM WEEKLEY's case, commenced in page 813.

On due consideration, the Board is of opinion that this claim is supported agreeably to the requirements of law, and the claimant is entitled to a right of pre-emption to one hundred and thirty-nine acres of land, to be located as follows, to wit:

Beginning at a pine, being the beginning corner described in the claimant's plot entered in the Register's Office, running from thence, north, sixty-six degrees west, fifty-two chains; thence, south, twenty-four degrees west, twenty-two chains; thence, south, fifty degrees east, twenty-seven chains; thence, east, so far that a direct line from the termination of the same to the beginning shall include one hundred and thirty-nine acres of land, and the improvements of the claimant.

Adjourned until Monday, the 22d instant.

MONDAY, July 22, 1805.

The Board met according to adjournment. Present: Robert C. Nicholas, Joseph Chambers.

CORNELIUS DUNN's case, commenced in page 811.

On due consideration, the Board is of opinion that this claim is supported agreeably to the requirements of law, and the claimant is entitled to a right of pre-emption to two hundred and fifty-two acres of land, to be located as follows, to wit:

Beginning at an elm on the south margin of Hollow creek, being the beginning corner described in the claimant's plot, entered in the Register's Office; running from thence, south, twenty-four chains; thence, east, so far, that a line drawn from the termination of the same, due north, to the margin of Hollow creek; and thence, down the margin thereof to the place of beginning, shall include two hundred and fifty-two acres of land, and the improvements of the claimant.

SIMEON WILKS, representative of James Proctor; case commenced in page 817.

On due consideration, the Board is of opinion that this claim is supported agreeably to the requirements of law, and the claimant is entitled to a patent for six hundred and forty acres of land, to be located as follows, viz: Beginning at a hickory, being the beginning corner described in the claimant's plot entered in the Register's Office; thence, north, eighty degrees east, eighty chains; thence, south, ten degrees east, eighty chains; thence, south, eighty degrees west, eighty chains; thence, in a direct line, to the beginning; to include six hundred and forty acres of land, and the improvements of the claimant.

REUBEN DYER's case, commenced in page 819.

On due consideration, the Board is of opinion that this claim is supported agreeably to the requirements of law, and the claimant is entitled to a patent for six hundred and forty acres of land, to be located as follows, viz: Beginning at a water oak, nearly opposite to the confluence of Tensaw river and lake, being the beginning corner described in the claimant's plot entered in the Register's Office; running from thence up the margin of the Tensaw

river, as it meanders, so far that a direct line therefrom to the place of beginning shall include six hundred and forty acres of land, and the improvements of the claimant.

JOSEPH STRIGGINS's case, commenced in page 820.

On due consideration, the Board is of opinion that this claim is supported agreeably to the requirements of law, and the claimant is entitled to a patent for six hundred and thirty-five acres of land, to be located as follows, viz: Beginning at a white oak, on Coleman's or Tensaw lake, being the beginning corner described in the claimant's plot entered in the Register's Office; running from thence, north, thirty-two degrees west, ten chains; thence, north, ten degrees west, eighteen chains, to the margin of Tensaw lake; thence, up the margin of said lake, with its meanders, so far that a line from the termination thereof, south, fifty-five degrees east, twenty-four chains; thence, a direct line therefrom, to the beginning, shall include six hundred and thirty-five acres of land, and the improvements of the claimant.

LEMUEL HENRY, representative of Michael Hartley; case commenced in page 825.

On due consideration, the Board is of opinion that this claim is not supported agreeably to the requirements of law, and the claimant is not entitled to a patent in manner and form aforesaid.

Adjourned until Thursday the 25th instant.

THURSDAY, July 25, 1805.

The Board met according to adjournment. Present: Robert C. Nicholas, Joseph Chambers.

THEODORE GAILLARD, representative of Allen Grant; case commenced in page 843.

On due consideration, the Board is of opinion that this claim is not supported agreeably to the articles of agreement and cession between the United States and the State of Georgia, and that the title to this land is not confirmed.

GEORGE BURDON's two cases; one commenced in page 842, the other in page 844, in each of which cases the Board adjudged as follows, viz:

On due consideration, the Board is of opinion that this claim is not supported agreeably to the articles of agreement and cession between the United States and the State of Georgia, and the claimant is not confirmed in his title to said land.

HEIRS OF ROBERT FARMER's two cases; one commenced in page 838, the case in page 839, in each of which cases the Board adjudged as follows, viz:

On due consideration, the Board is of opinion that this claim is not supported agreeably to the articles of agreement and cession between the United States and the State of Georgia, and the claimants are not confirmed in their claim to the said land.

Adjourned until Saturday, the 27th instant.

SATURDAY, July 27, 1805.

The Board met according to adjournment. Present: Robert C. Nicholas, Joseph Chambers.

ALEXANDER MACULLAGH, representative of Thomas Underwood; case commenced in page 838.

On due consideration, the Board is of opinion that this claim is not supported agreeably to the articles of agreement and cession between the United States and the State of Georgia, and the claimant is not confirmed in his claim to the said land.

Adjourned until Tuesday, the 30th instant.

TUESDAY, July 30, 1805.

The Board met according to adjournment. Present: Robert C. Nicholas, Joseph Chambers.

Adjourned until Friday, the 2d day of August next.

FRIDAY, August 2, 1805.

The Board met according to adjournment. Present: Robert C. Nicholas, Joseph Chambers.

Adjourned until Monday, the 5th instant.

MONDAY, August 5, 1805.

The Board met according to adjournment. Present: Robert C. Nicholas, Joseph Chambers.

Adjourned until Thursday, 8th instant.

THURSDAY, August 8, 1805.

The Board met according to adjournment. Present: Robert C. Nicholas, Joseph Chambers.

Adjourned until Saturday, the 10th instant.

SATURDAY, August 10, 1805.

The Board met according to adjournment. Present: Robert C. Nicholas, Joseph Chambers.

WILLIAM McDANIEL, representative of George Phillips; case commenced in page 834.

Jeremiah Phillips was presented as a witness, and, being duly sworn, deposed, that George Phillips, his brother, moved upon, built a house, and cleared some ground upon the land in question, in the month of December, 1797; that said George Phillips died in the spring of the year 1798; that his widow, or William McDaniel, had inhabited and cultivated this land, as he, the deponent, believed, until this time, and that said McDaniel inhabited and cultivated said land on the third of March, 1803.

Question. Did George Phillips, deceased, leave a will?

Answer. He did.

Question. Did he make any disposition of this land in his will?

Answer. He did not, for in that day it was not considered he had any right to the land.

Question. Did your brother leave any children?

Answer. He did leave two, a boy and a girl, the girl is married, and the boy is an infant, under twenty-one years of age.

Question. Do you know whether they have transferred their right in this land to William McDaniel?

Answer. John Phillips, the son of George Phillips, eighteen or nineteen years of age, and James Farr, the husband of George Phillips's daughter, have transferred their right in said land to William McDaniel, as I have heard them both say.

On due consideration, the Board is of opinion that this claim is supported agreeably to the requirements of the act, and the claimant is entitled to a patent for six hundred and thirty-two acres of land, to be located as follows, viz:

Beginning at an Iron wood, being the beginning corner described in the claimant's plot, entered in the Register's Office; thence, north, seventy-five degrees east, seventy-seven chains; thence, north, fifteen degrees west, forty-five chains; thence, south, sixty-one degrees east, fourteen chains; thence, south, twenty chains; thence, north, eighty-four degrees west, seventy-two chains; thence, north, sixty degrees west, to Major's creek; thence, along the margin of said creek and its branches to the beginning, shall include six hundred and thirty-two acres.

WILLIAM BUFORD, representative of Conrad Selhoof; case commenced in page 821.

On due consideration, the Board is of opinion, that this claim is supported agreeably to the requirements of the act, and the claimant is entitled to a patent for eight hundred acres of land, to be located as follows, viz:

Beginning on the east margin of the Tensaw river at a water oak; thence, down the margin of said river, so far as to make sixty-three chains, when reduced to a straight line; thence, south, seventy degrees east, one hundred and twenty-seven chains; thence, north, twenty degrees east, sixty-three chains; thence, direct to the beginning, shall include eight hundred acres; this land lying within the limits of Piney or Collet's island.

WILLIAM SHIELDS's case, commenced in page 816.

Jeremiah Phillips and William Buford were presented as witnesses, and, being duly sworn, the said Phillips deposed, that he did not know of his own knowledge that William Shields inhabited and cultivated this land in the year 1797; but, that it was in cultivation on the third day of March, 1803, or the year 1803, for the use of William Shields; the said Buford deposed, that he well remembered that the land in question was cultivated on the 3d of March, or in the summer of 1803, for the use of William Shields.

On due consideration, the Board is of opinion that this claim is not supported agreeably to the requirements of law, and the claimant is not entitled to a patent in manner and form aforesaid.

Adjourned until Tuesday, the 13th instant.

TUESDAY, August 13, 1805.

The Board met according to adjournment. Present: Robert C. Nicholas, Joseph Chambers.

ABIJAH HUNT, representative of Augustin Rochon; case commenced in page 838.

Elijah Smith was produced as a witness, and, being duly sworn, deposed, that he saw Joseph Campbell, and Isaac Campbell, sign, seal, execute and deliver their deed, for the purposes therein mentioned, bearing date 16th December, 1801; purporting to convey one thousand acres of land to Abijah Hunt, his heirs and assigns; also, that he subscribed his name thereto as a witness, and that Wilson Carman likewise subscribed his name thereto, as a witness, in the presence of him, the said Smith.

On due consideration, the Board is of opinion, that this claim is not supported agreeably to the requirements of law, and the claimant is not entitled to a patent in manner and form aforesaid.

JOHN PICKERING's case, PETER CARTWRIGHT's case; the former commenced in page 711, and the latter in page 731.

Thomas Malone, surveyor, being duly sworn, deposed, that he made the survey of the claim of Peter Cartwright, and having followed the upper line of the heirs of Robert Farmer's claim, of one thousand acres, under a British grant, that he verily believed that a part of Cartwright's claim is within the lines of said Farmer's claim; also, that he believed that the greater part of the claim of John Pickering was also included within the limits of said Farmer's claim, and that the said Pickering told him that the greater part of his claim was actually within the limits of the said Farmer's said tract.

On further investigation and consideration, the Board is of opinion that a part of said Cartwright's claim, and a greater part of said Pickering's claim, is interfered with by the claim of Robert Farmer's heirs, in virtue of a grant, from the British Government of West Florida to Robert Farmer, for one thousand acres, bearing date the 6th day August, 1778.

NOAH K. HUTSON, representative of Henry Nail case commenced in page 718.

Thomas Bilbo, surveyor, being duly sworn, deposed, that the claim of John Lott, Jun., under a British grant, interfered with the southeast corner of Noah Kenner Hutson's donation claim.

On further investigation and consideration, the Board is of opinion that this claim be located as follows, viz: Beginning on the west margin of the Tombigbee river, at the upper corner of James Callier's claim, as representative of Anthony Hoggatt; thence, south, thirty-three degrees west, ninety-one chains; thence, north, seventy-two degrees west, so far that a line to be drawn from the termination of the same, north, fifteen degrees east, to the margin of said river, and with the same to the place of beginning, shall include three hundred and twenty-nine acres of land: *Provided, nevertheless*, that the said claimant first obtain before a court of competent jurisdiction, a judicial decision in his favor, against the adverse claim, by virtue of a grant from the British Government of West Florida, to John Lott, Jun., of three hundred acres, bearing date the 16th February, 1778; and the Board doth order, that a certificate be issued to him accordingly.

Adjourned until Friday the 16th instant.

FRIDAY, August 16, 1805.

The Board met according to adjournment. Present: Robert C. Nicholas, Joseph Chambers.

JOHN MCGREW, Senior's case, commenced in page 729.

Stephen Hogg, surveyor, being duly sworn, deposed, that to his best belief and information, John McGrew, Senior's, donation tract, if located adjoining to the upper line of John Baker's tract of four hundred acres, in virtue of a Spanish warrant, will interfere with a grant of one hundred acres of land from the British Government of West Florida, to Abraham Little, also a grant of five hundred acres of land, from said Government, to Charles Walker.

On further investigation and consideration, the Board is of opinion, that this claim be located as follows, viz:

Beginning on the west margin of the Tombigbee river, at the upper corner of John Baker's tract of four hundred acres, in virtue of a Spanish warrant or order of survey, in his own right; thence, with Baker's said line, south, to the corner thereof; thence, west, so far that a line from the termination thereof, to run north to the west margin of the Tombigbee river, and down the same margin to the beginning, shall include six hundred and forty acres: *Provided, nevertheless*, that the said claimant first obtain, before a court of competent jurisdiction, a judicial decision in his favor, against the adverse claim by virtue of a grant from the British Government of West Florida, of one hundred acres, to Abraham Little, bearing date the 16th day of February, 1778; also, against the adverse claim by virtue of a grant from said Government, to Charles Walker, of five hundred acres, bearing date the 27th day of January, 1777.

JOHN CALLIER, representative of Wilford Hoggatt; case commenced in page 688.

On further investigation and consideration, the Board is of opinion that this claim be located as follows, viz:

Beginning on a hackberry, on the bank of the Tombigbee river, being the beginning corner described in the claimant's plot, entered in the Register's Office; thence, to run south, fifty degrees west, so far that a line drawn from the termination thereof, south, forty-three degrees east, sixty-three chains and twenty-four links; thence, north, fifty degrees east, to the margin of the Tombigbee river; thence, up the river, as it meanders, to the beginning, shall include eight hundred acres of land.

ANN LAWRENCE's case, commenced in page 721.

On further investigation and consideration, the Board is of opinion that this claim be located as follows, viz:

Beginning on the west margin of the Tombigbee river, at the upper corner of Noah Kenner Hutson's donation tract, in right of Henry Nail; thence, south, fifteen degrees west, to the northwest corner of said Hutson's tract; thence, north, seventy-two degrees west, so far that a line drawn from the termination thereof, north, fifteen degrees east, to the margin of said river; and thence, down the river, with its meanders, to the beginning, shall include four hundred and forty-five acres of land.

GEORGE BREWER, Junior's, case, commenced in page 726.

On further investigation and consideration, the Board is of opinion that this claim be located as follows, viz:

Beginning on the west margin of the Tombigbee river, at the upper corner of Ann Lawrence's donation tract, in her own right; thence, south, fifteen degrees west, one hundred and twenty-two chains; thence, north, sixty-six degrees west, so far that a line drawn from the termination of the same, north, fifteen degrees east, to the west margin of said river; thence, down the same, with its meanders, to the beginning, shall include six hundred and twenty-nine acres of land.

THOMAS MALONE, representative of John Arnot; case commenced in page 774.

On further investigation and consideration, the Board is of opinion that this claim be located as follows, viz:

Beginning on the west margin of the Tombigbee river, at the upper corner of George Brewer, Junior's, donation tract, in his own right; thence, south, fifteen degrees west, one hundred and twenty-six chains forty-nine links; thence, north, seventy-eight degrees west, so far that a line therefrom, north, fifteen degrees east, to the margin of said river; thence, down the margin of the same, to the beginning, shall include four hundred and eighty acres of land.

JOHN F. MCGREW and CLARK MCGREW, representatives of Julian de Castro; case commenced in page 693.

On further investigation and consideration, the Board is of opinion that this claim be located as follows, viz:

Beginning on the west margin of the Tombigbee river, at the upper corner of Thomas Malone's claim, in virtue of a Spanish warrant, in the name of John Arnot; thence, south, fifteen degrees west, one hundred and twenty-six chains forty-nine links; thence, north, seventy-eight degrees west, so far that a line drawn from the termination thereof, north, fifteen degrees east, to the margin of the Tombigbee river, and thence, down the margin of the same, to the beginning, shall include four hundred acres of land.

HEIRS OF JAMES MCGREW; case commenced in page 686.

On further investigation and consideration, the Board is of opinion that this claim be located as follows, viz:

Beginning on the west margin of the Tombigbee river, at the upper corner of John Flood and Clark McGrew's claim, in virtue of a Spanish warrant, in the name of Julian de Castro; thence, south, fifteen degrees west, one hundred and twenty-six chains forty-nine links; thence, north, seventy-six degrees west, so far that a line drawn from the termination thereof, north, fifteen degrees east, to the margin of said river, and down the margin of the same, to the beginning, shall include four hundred acres of land.

GEORGE BREWER, Jun., representative of James Watkins; case commenced in page 659.

On further investigation and consideration, the Board is of opinion that this claim be located as follows, viz:

Beginning at the southwest corner of Noah Kenner Hutson's donation tract, in the right of Henry Nail, and on the line of James Callier's claim, in virtue of a Spanish warrant of survey, in the name of Anthony Hoggatt; thence, north, seventy-two degrees west, until it intersects the lower line of George Brewer's donation tract, in his own right; thence, south, fifteen degrees west, with said Brewer's said line, so far that a line drawn from the termination thereof, south, sixty-six degrees east, shall intersect the upper line of James Callier's claim, before mentioned, and with the same, to the beginning, shall include six hundred and twenty acres of land.

SAMPSON MOUNGER's case, commenced in page 653.

On further investigation and consideration, the Board is of opinion that this claim be located as follows, viz:

Beginning at the northwest corner of George Brewer, Junior's, donation tract, in his own right; thence, south, fifteen degrees west, eighty chains; thence, south, sixty-six degrees east, so far that a line from the termination thereof, north, fifteen degrees east, shall intersect the western boundary line of George Brewer, Junior's, donation tract in the right of James Watkins; thence, with said line, north, sixty degrees west, until it intersects the line of said Brewer's claim, in his own right; thence, with said Brewer's line or lines, to the place of beginning, shall include six hundred and thirty-four acres of land.

THOMAS GOODWIN, representative of Hiram Mounger; case commenced in page 714.

On further investigation and consideration, the Board is of opinion that this claim be located as follows, viz:

Beginning at a cedar post, set up by the claimant, and branded with the initials J. M. and B. H.; thence, north, thirty degrees west, thirty-five chains and thirty links; thence, south, sixty degrees west, eighteen chains; thence, south, thirty degrees east, so far that a line from the termination thereof, north, sixty degrees east, eighteen chains, and a line to be drawn from the termination of this line, to the beginning, shall include one hundred and twenty acres of land.

SOLOMON WHEAT's case, commenced in page 654.

On further investigation and consideration, the Board is of opinion that this claim be located as follows, viz:

Beginning at a point on the south line of the tract of Thomas Goodwin, in the right of Hiram Mounger, twenty chains eighteen links from the southwest corner of said tract; thence, in the course of and with said line, south, thirty degrees east, forty-one chains and eighty links; thence, south, sixty degrees west, twenty-four chains; thence, north, thirty degrees west, so far that a line from the termination of the same, direct to the beginning, shall include one hundred acres of land.

BENJAMIN HARRISON, representative of Jacob Miller; case commenced in page 712.

On further investigation and consideration, the Board is of opinion that this claim be located as follows, viz:

Beginning at a cedar post, set up by the claimant, branded J. M. and B. H., being also the beginning corner of Thomas Goodwin's claim, in right of Hiram Mounger; from thence, north, thirty degrees west, so far, that a line from the termination thereof, north, sixty-five degrees east, eight chains and thirty-one links; thence, south, fifty-eight degrees east, eighty-three chains; thence, north, fifty degrees east, to a sweet gum corner on the margin of Ryan's lake, return to the beginning cedar post, and run therefrom south, thirty degrees east, so far that the whole length of the line, beginning at the cedar post, and running north, thirty degrees west, and south, thirty degrees east, shall be one hundred and seventy-three chains; thence, from the termination of this line, north, sixty degrees east, forty chains and fifty links; thence, north, twenty-seven degrees east, sixty-five chains; thence, north, thirty degrees east, to the south margin of Ryan's lake; and thence, up the margin of the lake, to the sweet gum corner, shall include six hundred and forty acres of land.

PETER MALONE, representative of John Woods; case commenced in page 701.

On further investigation and consideration, the Board is of opinion that this claim be located as follows, viz:

Beginning at the upper or northwest corner of John Chastang's tract of four hundred and eighty acres, in virtue of a Spanish warrant, or order of survey, in his own name; thence, with Chastang's line, fourteen chains; thence, west, one hundred and fifteen chains; thence, north, twenty-eight chains; thence, east, one hundred and fifteen chains; thence, direct to the beginning, to include three hundred and twenty acres, exclusive of one square acre adjoining his upper line, to include the store and dwelling-house of Edwin Lewis, in which Judge Toulmin now resides: *Provided, nevertheless*, That the said claimant first obtain, before a court of competent jurisdiction, a judicial decision in his favor against the adverse claim, by virtue of a grant from the British Government of West Florida to John Sutherland, bearing date the 22d day of October, 1779; and the Board doth order that a certificate be granted to him accordingly.

JAMES GRIFFIN's case, commenced in page 649.

On further investigation and consideration, the Board is of opinion that this claim be located as follows, viz:

Beginning on the line of John Chastang's tract of four hundred and eighty acres, in virtue of a Spanish warrant, or order of survey, in his own right, at the southeast corner of Peter Malone's pre-emption tract of three hundred and

twenty acres; thence, in the line of said Chastang, south, eighty chains; thence, west, eighty chains; thence, north, eighty chains; thence, direct to the beginning, shall include six hundred and forty acres of land.

EDWIN LEWIS's case, commenced in page 700.

On further investigation and consideration, the Board is of opinion that this claim be located as follows, viz: Beginning on the west margin of the Tombigbee river, at the mouth of a bayou, or gut, near to the upper end of the bluff on which Fort St. Stephen's stands; thence, up the west margin of said bayou, so far as to make eight chains in a straight line; thence, in a direct line, to the northeast corner of Peter Malone's pre-emption of three hundred and twenty acres; thence, with said Malone's upper line, east, so far, that one square acre on the south side thereof shall include the dwelling-house and store of the claimant, they being the same in which Judge Toulmin now resides; this east line to be continued so far on the line of said Malone, as to make twenty-eight chains; thence, north, forty degrees west, so far, that a direct line therefrom to the west margin of the said river, and down the same, as it meanders, to the place of beginning, shall include one hundred and sixty acres, exclusive of five acres, to include, in the centre thereof, the cantonment at present occupied by the troops of the United States; the right of said five acres being reserved to the United States for their future use and disposition; and the Board doth order, that a certificate be issued accordingly.

EDWARD LLOYD WAILES, representative of John Baker; case commenced in page 773.

On further investigation and consideration, the Board is of opinion that this claim be located as follows, viz: Beginning at the point where the line that runs north, forty degrees west, of Edwin Lewis's pre-emption tract of one hundred and sixty acres, leaves the upper line of Peter Malone's pre-emption tract of three hundred and twenty acres; thence, with said Lewis's line, north, forty degrees west, to the corner thereof; thence, north, twenty chains; thence, west, so far, that a line from the termination of this line, to run south, until it intersects the upper line of said Malone's said tract; and thence, with said line, to the beginning, shall include four hundred and eighty acres of land: *Provided, nevertheless*, That the claimant first obtain, before a court of competent jurisdiction, a judicial decision in his favor against the adverse claim, by virtue of a grant from the British Government of West Florida, to John Sutherland, bearing date the 22d day of October, 1779; and the Board doth order that a certificate be issued accordingly.

WILLIAM ROGERS's case, commenced in page 650.

On further investigation and consideration, the Board is of opinion that this claim be located as follows, viz: Beginning at a sassafras, on the west margin of the Tombigbee river, being the beginning corner described in the claimant's plot, entered in the Register's Office, being also the upper corner of a tract granted by the British Government of West Florida to Robert Farmer, for one thousand acres; thence, south, seventy degrees west, fifty-five chains; thence, north, twenty degrees west, so far that a line from the termination of the same, north, seventy degrees east, to the margin of the Tombigbee river, and down the said margin to the place of beginning, shall include three hundred and eighty-eight acres of land.

MATTHEW SHAW's case, commenced in page 651.

On further investigation and consideration, the Board is of opinion that this claim be located as follows, viz: Beginning on the west margin of the Tombigbee river, at the upper corner of William Rogers's pre-emption tract of three hundred and eighty-eight acres; thence, south, seventy degrees west, one hundred and six chains; thence, north, thirty degrees west, so far that a line from the termination of the same, north, seventy degrees east, to the west margin of the Tombigbee river, and down said margin to the place of beginning, shall include three hundred and thirty-three acres of land.

WILLIAM WILLIAMS's case, commenced in page 715.

On further investigation and consideration, the Board is of opinion that this claim be located as follows, viz: Beginning at a sycamore on the west margin of the Tombigbee river; thence, south, sixty degrees west, twenty chains and fifty links; thence, north, twenty-five degrees west, so far that a line from the termination of the same, north, fifty-six degrees east, to the west margin of the Tombigbee river, and down the said margin to the place of beginning, shall include one hundred and one acres of land.

GEORGE ROBBINS, representative of Zadock Brashear; case commenced in page 673.

On further investigation and consideration, the Board is of opinion that this claim be located as follows, viz: Beginning at a sycamore on the west margin of the Tombigbee river, being also the beginning corner of William Williams's pre-emption tract of one hundred and one acres, and the same sycamore described in the claimant's plot, entered in the Register's Office; thence, south, sixty degrees west, fifty chains; thence, south, thirty degrees east, so far, that a line from the termination of the same, north, sixty degrees east, to the west margin of the Tombigbee river, and up the said margin to the place of beginning, shall include two hundred and twenty acres of land.

RAWLEY GREEN's case, commenced in page 733.

On further investigation and consideration, the Board is of opinion that this claim be located as follows, viz: Beginning at a sassafras, being the beginning corner described in the claimant's plot, entered in the Register's Office; also, the beginning corner of William Rogers's pre-emption of three hundred and eighty-eight acres; thence, south, seventy degrees west, seventy-four chains; thence, south, forty degrees east, so far that a line from the termination of the same, north, seventy degrees east, to the west margin of the Tombigbee river, and up the said margin to the place of beginning, shall include two hundred and one acres.

JOSEPH WESTMORELAND's case, commenced in page 770.

On further consideration and investigation, the Board is of opinion that this claim be located as follows, viz: Beginning on the west margin of the Tombigbee river, at the lower corner of Rawleigh Green's pre-emption of two hundred and one acres; thence, south, seventy degrees west, sixty chains fifty links; thence, south, twenty degrees east, so far that a line from the termination of the same, north, seventy degrees east, to the west margin of the Tombigbee river, and up the said margin to the beginning, shall include one hundred and ninety-seven acres.

RANSOM HARWELL's case, commenced in page 705.

On further investigation and consideration, the Board is of opinion that this claim be located as follows, viz: Beginning at a willow oak, being the same described in the claimant's plot, entered in the Register's Office, standing near to the branch that runs between the claimant's house and the house of William Murrell; thence, north, thirteen degrees west, thirty-one chains and sixty links; thence, south, seventy-five degrees west, twenty-six chains and fifteen links; thence, south, forty-seven degrees west, forty-three chains and fifty links; thence, south, forty-five degrees east, so far that a line from the termination of the same to the place of beginning, shall include one hundred and ninety-seven acres.

WILLIAM MURRELL's case, commenced in page 705.

On further investigation and consideration, the Board is of opinion that this claim be located as follows, viz: Beginning at a willow oak, being also the beginning corner of Ransom Harwell's pre-emption of one hundred and ninety-seven acres; thence, with the south line of said Harwell's tract, to his southwest corner; thence, south,

forty-five degrees east, so far that a line from the termination of the same, to run parallel with the first mentioned line, and a line from the termination thereof to the place of beginning, shall include one hundred and sixty acres.

JAMES HUCKABY's case, commenced in page 715.

On further investigation and consideration, the Board is of opinion that this claim be located as follows, viz: Beginning at a stake on the south margin of Tolla creek, a short distance below the confluence of Fulsom's and Tolla creeks, being the beginning corner described in the claimant's plot, entered in the Register's Office; thence, east, so far that a line from the termination of the same, to run north, until it intersects the upper line of Ransom Harwell's pre-emption tract; thence, in the course of said Harwell's line, north, forty-five degrees west, to the south margin of Tolla creek; and thence, up said margin to the place of beginning, shall include four hundred and sixty-seven acres.

EDWIN LEWIS, representative of McCole and McClendon; case commenced in page 708.

On further investigation and consideration, the Board is of opinion that this claim be located as follows, viz: Beginning at a stake on the south margin of Tolla creek, a short distance below the confluence of Fulsom's and Tolla creeks, it being also the beginning corner of James Huckaby; thence, east, so far, that a direct line from the termination of the same, to the lower margin of Fulsom's creek; thence, with said margin of said creek, as it meanders, to its junction with Tolla creek; thence, down the south margin of Tolla creek to the beginning, shall include one hundred and sixty acres.

EDWIN LEWIS, representative of William Green; case commenced in page 711.

On further investigation and consideration, the Board is of opinion that this claim be located as follows, viz: Beginning in the fork of Tolla and Fulsom's creeks, at their junction; thence, up the southern margin of Tolla creek, to the point where the line of Bryan and Brewer's pre-emption tract of three hundred and twenty acres crosses said Tolla creek; thence, in the course of said Bryan and Brewer's line, north, seventy degrees east, so far, that a direct line therefrom to Fulsom's creek, and with said creek, to the beginning, shall include one hundred and sixty acres.

ELISHA SIMMONS's case, commenced in page 650.

On further investigation and consideration, the Board is of opinion that this claim be located as follows, viz: Beginning on the west margin of the Tombigbee river, at the lower corner of Joseph Westmoreland's pre-emption tract of one hundred and ninety-seven acres; thence, in a direct line to the northeast corner of Ransom Harwell's one hundred and ninety-seven acre pre-emption tract; thence, in the course of said line, south, thirteen degrees east, so far that a line from the termination of the same, to the west margin of the Tombigbee river, and up the said margin to the beginning, shall include one hundred and sixty acres of land.

JOHN FLOOD MCGREW's case; commenced in page 733.

On further investigation and consideration, the Board is of opinion that this claim be located as follows, viz: Beginning at a hickory, being the same described in the claimant's plot, entered in the Register's Office, as his beginning corner; thence, north, thirteen degrees west, forty chains; thence, south, seventy-seven degrees west, eighty chains; thence, south, thirteen degrees east, forty chains; thence, direct to the beginning, shall include three hundred and twenty acres of land.

ISAAC RYAN's case, commenced in page 646.

On further investigation and consideration, the Board is of opinion that this claim be located as follows, viz: Beginning at the mouth of Ryan's lake, at its junction with Bassett's creek, at a black gum; thence, south, eighty-five degrees west, thirty chains; thence, south, twenty-one degrees west, thirty-three chains, to the corner of Benjamin Harrison's donation tract; thence, with said Harrison's line, south, fifty-eight degrees east, eighty-three chains; thence, north, fifty degrees east, four chains, to said Harrison's sweet gum corner; this line of north, fifty degrees east, to be continued so far that a line from the termination thereof, north, seven degrees west, to the southern margin of Bassett's creek, and up the same, to the place of beginning, shall include six hundred and forty acres of land.

SOLOMON BOYKIN, representative of Elizabeth Reed; case commenced in page 720.

On further investigation and consideration, the Board is of opinion that this claim be located as follows, viz: Beginning at the mouth of the big lake, at a sweet gum, being the place of beginning described by the claimant's plot, entered in the Register's Office; thence, up the margin of said lake, to Bassett's line; thence, north, sixty-seven degrees west, so far that a line from the termination thereof, south, twenty-three degrees west, to the northern margin of Bassett's creek, and down the same to the place of beginning, shall include five hundred and two acres of land.

JAMES SCOTT, representative of Gabriel Burrows; case commenced in page 663.

On further investigation and consideration, the Board is of opinion that this claim be located as follows, viz: Beginning at a pine, being the beginning corner described in the claimant's plot, entered in the Register's Office; thence, in a direct line to the southwest corner of Solomon Wheat's pre-emption tract of one hundred acres; thence, in the course of said Wheat's line, south, thirty degrees east, so far as to make one hundred and twenty-two chains, from the beginning pine; thence, south, sixty degrees west, twenty-five chains; thence, north, thirty degrees west, seventy-nine chains; thence, north, forty-five degrees west, thirty chains and fifty links; thence, direct to the beginning, shall include three hundred and seventy-five acres of land.

HEZEKIAH CARTER, representative of Robert Jones; case commenced in page 710.

On further investigation and consideration, the Board is of opinion that this claim be located as follows, viz: Beginning at the point, where the line of James Scott's donation tract, running north, thirty degrees west, seventy-nine chains, terminates; thence, in the course of said Scott's line, north, sixty degrees west, twenty-five chains; thence, north, forty-five degrees west, twenty chains; thence, south, sixty-five degrees east, thirty chains; thence, direct to the beginning, shall include sixty acres of land.

THOMAS GOODWIN, representative of Daniel Kennedy; case commenced in page 775.

On further investigation and consideration, the Board is of opinion that this claim be located as follows, viz: Beginning on the margin of Ryan's lake, at the point; where the line of Benjamin Harrison's donation tract, running north, forty degrees east, strikes said lake; thence, up the south margin of said lake, forty chains; thence, north, fifty degrees east, twenty chains; thence, south, forty degrees east, fifty-five chains; thence, south, forty chains; thence, south, sixty-seven degrees west, to said Harrison's line; and from thence, with his line or lines, to the place of beginning, shall include two hundred and eighty-six acres of land.

NATHAN BLACKWELL's case, commenced in page 648.

On further investigation and consideration, the Board is of opinion that this claim be located as follows, viz: Beginning on the west margin of the Tombigbee river, at the upper corner of Francis Boykin's tract of eight hundred acres, in virtue of a Spanish warrant of survey, in the name of Adam Hollinger; thence, north, sixty-seven degrees west, to the said Boykin's line, one hundred and twenty chains; thence, north, twenty-three degrees east, so far that a line from the termination thereof, south, sixty-seven degrees east, to the margin of the Tombigbee river, and down the margin of said river, as it meanders, to the beginning, shall include six hundred and forty acres of land.

JOHN DUNN's case, commenced in page 721.

On further investigation and consideration, the Board is of opinion that this claim be located as follows, viz:

Beginning on the west margin of the Tombigbee river, at the upper corner of Nathan Blackwell's donation tract, of six hundred and forty acres; thence, north, sixty-seven degrees west, in the course of said Blackwell's line, eighty chains; thence, north, twenty-three degrees east, so far, that a line therefrom, south, sixty-seven degrees east, to the west margin of the Tombigbee river, and down the said margin to the beginning, shall include three hundred and twenty acres of land.

FRANCIS STRINGER's case, commenced in page 676.

On further investigation and consideration, the Board is of opinion that this claim be located as follows, viz:

That a square tract of one hundred and sixty acres, running due north, due east, due south, and due west, shall include the present gin-house of the claimant in the centre thereof.

Adjourned until Monday, the 19th instant.

MONDAY, August 19, 1805.

The Board met according to adjournment. Present: Robert C. Nicholas, Joseph Chambers.

THOMAS MALONE's case, commenced in page 722.

On further investigation and consideration, the Board is of opinion that this claim be located as follows, viz:

Beginning on the west margin of the Tombigbee river, at the lower corner of John Callier's tract of eight hundred acres, in virtue of a Spanish warrant of survey, in the name of Willford Hoggatt; thence, in the course of said Callier's line, south, fifty degrees west, eighty chains; thence, south, forty degrees east, so far that a line from the termination thereof, direct to the west margin of the Tombigbee river, and up the margin of the same, to the beginning, shall include three hundred and twenty acres of land.

WYCHE WATLEY's case, commenced in page 657.

On further investigation and consideration, the Board is of opinion that this claim be located as follows, viz:

Beginning at the northwest corner of William H. Hargrave's pre-emption tract of three hundred and twenty acres; thence, west, seventy-one chains; thence, south, twenty-two chains; thence, east, to said Hargrave's line, and with said line, north, to the beginning, to include one hundred and fifty-six acres of land.

RICHARD BRASHEAR's case, commenced in page 655.

On further investigation and consideration, the Board is of opinion that this claim be located as follows, viz:

Beginning at the southeast corner of Wyche Watley's one hundred and fifty-six acre pre-emption tract on the line of Hargrave, thence, west, with Watley's line, forty chains; thence, south, forty chains; thence, east, to Hargrave's line, and with said line to the beginning, shall include one hundred and sixty acres of land.

HIRAM MOUNGER's case, commenced in page 653.

On further investigation and consideration, the Board is of opinion that this claim be located as follows, viz:

Beginning at the southwest corner of James Denley's tract of two hundred and eighty acres, in virtue of a Spanish warrant or order of survey, in the name of Solomon Johnston; thence, west, ninety chains; thence, south, fifty chains; thence, east, sixty chains; thence, south, thirty-three chains seventy-five links; thence, east, so far that a line from the termination thereof, north, to said Denley's line, and with said line west, to the place of beginning, shall include six hundred and forty acres of land.

Adjourned until Thursday, the 22d instant.

THURSDAY, August 22, 1805.

The Board met according to adjournment. Present: Robert C. Nicholas, Joseph Chambers.

WILLIAM GILLIAM, representative of John Clark; case commenced in page 713.

On further investigation and consideration, the Board is of opinion that this claim be located as follows, viz:

Beginning at a pine on the north side of Sunflower creek, being the beginning corner described in the claimant's plot, entered in the Register's Office; thence, south, seven degrees east, forty chains; thence, south, sixty-five degrees west, thirty-four chains; thence, north, seven degrees west, so far, that a direct line therefrom to the place of beginning, shall include one hundred and two acres, and the improvements of the claimant.

Adjourned until Saturday, the 24th instant.

SATURDAY, August 24, 1805.

The Board met according to adjournment. Present: Robert C. Nicholas, Joseph Chambers.

JOHN and TANDY WALKER's case, commenced in page 732.

On further investigation and consideration, the Board is of opinion that the claim in virtue of a grant from the British Government of West Florida to Robert Farmer, bearing date the 6th day of August, 1778, does not interfere with this claim.

CLARK MCGREW's case, commenced in page 769.

On further consideration and investigation, the Board is of opinion that a part of this claim is interfered with by the claim of the heirs of Robert Farmer, in virtue of a grant from the British Government of West Florida to Robert Farmer, of one thousand acres, bearing date 6th of August, 1778.

Adjourned until Tuesday, the 27th instant.

TUESDAY, August 27, 1805.

The Board met according to adjournment. Present: Robert C. Nicholas, Joseph Chambers.

Adjourned until Friday, the 30th instant.

FRIDAY, August 30, 1805.

The Board met according to adjournment. Present: Robert C. Nicholas, Joseph Chambers.

Adjourned until Monday, the 2d day of September next.

MONDAY, September 2, 1805.

The Board met according to adjournment. Present: Robert C. Nicholas, Joseph Chambers.

Adjourned until Wednesday, the 4th instant.

WEDNESDAY, September 4, 1805.

The Board met according to adjournment. Present: Robert C. Nicholas, Joseph Chambers.

NARCISO BROUTIN's case, commenced in page 809.

Augustin Rochon was presented as a witness, and, being duly sworn, deposed, that in the year 1795, said Narciso Broutin, with some negroes, inhabited and cultivated a crop of corn on the land in question; that the family of Mr. Broutin resided in Mobile, but that he made the corn to provision his family.

Solomon Johnston (August 12) was presented as a witness, and, being duly sworn, deposed, that he knew the land claimed; that it lay just below the mouth of the Alabama river, nearly opposite to the upper end of a small

island; that said land was inhabited and cultivated by Broutin's negroes, but at what time he could not say, but he knew that the negroes were Broutin's.

Question. Do you know whether Narciso Broutin, about the time you mention to have been on his place, cultivated any other land?

Answer. I do not know.

On due consideration, the Board is of opinion that this claim is supported agreeably to the requirements of law, and that the claimant is entitled to a patent for eight hundred acres of land, to be located as follows, viz:

Beginning on the east margin of the Mobile river, at the upper corner of a tract of one thousand two hundred acres, confirmed to the heirs of Dominique de Olive, in virtue of a Spanish warrant, or order of survey, in the name of said Dominique de Olive, dated New Orleans, 26th of December, 1794; thence, up the east margin of the Mobile and the Alabama rivers, so far as to make sixty-three chains twenty-four links, in a straight line; thence, south, sixty-two degrees east, so far that a direct line from the termination thereof shall strike the northeast corner of said Olive's tract; and thence, with his upper line, to the beginning, on the margin of the Mobile river, so as to include eight hundred acres.

Adjourned until Saturday, the 7th instant.

SATURDAY, September 7, 1805.

The Board met according to adjournment. Present: Robert C. Nicholas, Joseph Chambers.

Adjourned until Tuesday, the 10th instant.

TUESDAY, September 10, 1805.

The Board met according to adjournment. Present: Robert C. Nicholas, Joseph Chambers.

Adjourned until Thursday, the 12th instant.

THURSDAY, September 12, 1805.

The Board met according to adjournment. Present: Robert C. Nicholas, Joseph Chambers.

Adjourned until Saturday, the 14th instant.

SATURDAY, September 14, 1805.

The Board met according to adjournment. Present: Robert C. Nicholas, Joseph Chambers.

MISSISSIPPI TERRITORY, *Washington County, August 3, 1804.*

SIR:

In a private communication from a member of the Board of Commissioners, the Tensaw settlement was mentioned as being left in an unpleasant predicament. Upon further reflection, we have thought it our duty to advise you officially and more particularly on this subject.

As the ascertainment of the rights of persons to land on the east side of Tombigbee river, was not included in the provisions of the act of the 3d March, 1803, the inhabitants there conceived it optional with them, whether or not to enter their claims with the Register of the Land Office, by the 31st March, 1804. On the recommendation of the commissioners, the claims were perhaps generally, though not entirely, entered; but it is probable, and indeed certain, that many important documents necessary to correct adjudication on these claims, have not, in consequence of the abovementioned construction of the law, been entered. It is conceived that no Board which may be authorized to decide upon these claims, can do justice if the claimants are barred from completing their entries at the Register's Office. The act of the 27th March, 1804, supplementary to the act of the 3d of March, 1803, contains no provisions applicable to this object.

We looked a long time for official information that Congress had passed an act to enlarge the commissions which issued under the act of the 3d of March, 1803, declaring that the commissioners should, by virtue of those commissions, take cognizance of the claims east of Tombigbee river, but no communication of any kind, touching this subject, was received. Since the termination of the judicial business of the Board, namely, on the 26th July, the Register received a newspaper copy of the supplementary act referred to above. Had this act been announced in time, still it does not appear to contain any declaration investing the commissioners, heretofore appointed, with additional powers.

Both the acts above mentioned exclude from the jurisdiction of the commissioners all claims to land where the Indian title has not been extinguished. On inspection of the confirmation of the boundary line between the United States and the Choctaw nation, executed the 31st August, 1803, by General Wilkinson on the one part, and Mingo Poot-Coos and Alatala Hoomah on the other part, we find the limits thus described: beginning in the Hatcha Comisa or War river, where the limits between the United States and Spain cross the same; thence, up the channel of said river, to the confluence of Chickasaw Hay and Buckatannee rivers; thence, up the channel of the Buckatannee, to Bogue Hoomah or Red creek; and thence, with the various courses in said instrument written, to the main branch of the Santee Bogue or Snake creek; and thence, with said creek, to the Tombigbee river; thence, down the main channel of the Tombigbee and Mobile rivers, to the abovementioned line of limits between the United States and Spain, and with the same to the point of beginning.

By report only we are informed that General Wilkinson, in behalf of the United States, run, marked, and confirmed a line of demarcation between the United States and the Creek Indians: beginning on the east side of the Tombigbee river, and on the north or upper side of the bayou, by the name of the Cut-off, (which flows between the Alabama and Tombigbee alternately, as either of those rivers are the highest;) and thence, as specified in the said treaty. The island formed by these waters, called Nanna Hubba, containing about twenty thousand acres of the first quality of land, has been recently claimed by the Choctaw nation. These Indians refer to the beforementioned lines, settled on the 31st of August, 1803, as evidence of their never having relinquished their right to Nanna Hubba island. It is, however, certain, that, during the times when the British and Spanish Governments held the jurisdiction of this country, the island in question was in the occupancy and exclusive possession of their respective subjects; and has, in like manner, continued in the possession of the American citizens since the jurisdiction has been surrendered to the United States. It is believed that the Indian title was extinguished by the British, and that the same will appear by the *field notes* of Mr. Purcell, an English surveyor, and that these notes are, or were in the possession of General Wilkinson; and it is also said that General Wilkinson was fully of opinion that this island belonged to the United States. However satisfactory these circumstances may be, in the formation of private opinions, a judicial tribunal cannot proceed on such loose grounds; it must require official documents to justify its judgment. Any Board which may be appointed to adjust the claims on the east side of the Tombigbee, will find insuperable difficulties, unless the Government is pleased to furnish such official documents and other evidence as may lead to a correct decision.

On the 16th of July all the judicial business of the Board of Commissioners, which could come under its cognizance, by virtue of the law from which its appointment and authority were derived, was closed. Nothing remained to be done, but that the signature of a majority of the members be affixed to the certificates which have been adjudged to be issued; and, also, to report on the subject of British grants fully executed, required by the seventh section of the act. Under these circumstances, Mr. Nicholas, one of the commissioners, requested the consent of his colleagues to retire; the Board, considering that the object of its appointment was effected, and all the services to which it was particularly commissioned, draw near to the ultimate point, was of opinion that Mr. Nicholas might, with propriety, retire; and he has accordingly taken his departure for Kentucky.

We have the honor to be, with the greatest respect, your obedient servants,

EPHRAIM KIRBY,
JOSEPH CHAMBERS,

Commissioners for adjusting claims to lands east of Pearl river.

HON. ALBERT GALLATIN, Esq.

BOARD OF COMMISSIONERS, EAST OF PEARL RIVER, HOBUCKINTOOPA,
September 21, 1805.

SIR:

We have the satisfaction to communicate to you that on this day we finished the business of the Board, and adjourned *sine die*.

Uncontrollable circumstances have protracted the completion of this tedious and complex business much longer than had been anticipated by you.

Since the meeting of the Board at this place on the 1st day of May last, many complaints have been presented against the locations (previously made) of lands lying on the west side of the Tombigbee river; and in all cases where the party complaining convinced us more justice might be done by a revision of the case, we either made a new location, or so modified the old one as to us seemed right.

The locations, in every instance, have been effected, and the certificates issued, without any survey having been made under the authority of the United States. From this circumstance, we have experienced much perplexity, as we were compelled to act either from such doubtful information as we could obtain, from the witnesses and the private surveyors, presented by the claimants, or to postpone issuing the certificates until the respective claims might be surveyed under the authority of the United States. To the latter course, intrinsic objections presented themselves; and in adopting the former, difficulties in identifying the point or place at which certain tracts were to begin, unavoidably intervened. Hence it is our opinion, that it might more certainly establish the rights of individuals, as well as facilitate the progress of the business of the Surveyor of Public Lands, if he, or those acting under his authority, should be empowered by law to administer oaths, compel the attendance of witnesses, and take their testimony, in order to identify such points or places of beginning as could not, for want of the necessary information, be described with certainty in the certificates issued by the Board.

We have the honor to be, sir, with perfect respect and esteem, your most obedient servants,

ROBERT C. NICHOLAS,
JOSEPH CHAMBERS.

The Honorable ALBERT GALLATIN, Esq. *Secretary of the Treasury*.

BOARD OF COMMISSIONERS, EAST OF PEARL RIVER,
September 14, 1805.

SIR:

Enveloped herewith you will receive the report (of British grants, legally and fully executed, and duly recorded) required from this Board by the 7th section of an act entitled "An act regulating the grants of land, and providing for the disposal of lands of the United States south of the State of Tennessee," passed on the 3d day of March, 1803.

We have the honor to be, sir, with perfect respect and esteem, your most obedient servants,

ROBERT C. NICHOLAS,
JOSEPH CHAMBERS.

The Honorable ALBERT GALLATIN, Esq. *Secretary of the Treasury*.

Adjourned until Tuesday, the 17th instant.

TUESDAY, September 17, 1805.

The Board met according to adjournment. Present: Robert C. Nicholas, Joseph Chambers.

Adjourned until Thursday, the 19th instant.

THURSDAY, September 19, 1805.

The Board met according to adjournment. Present: Robert C. Nicholas, Joseph Chambers.

Adjourned until Saturday, the 21st instant.

SATURDAY, September 21, 1805.

The Board met according to adjournment. Present: Robert C. Nicholas, Joseph Chambers.

BOARD OF COMMISSIONERS, EAST OF PEARL RIVER, HOBUCKINTOOPA,

September 21, 1805.

SIR:

Enclosed you will receive a certificate, stating the day on which the clerk of this Board entered upon the duties of his office, and also the day on which the Board adjourned *sine die*.

The vouchers for all the incidental and contingent expenses to which this Board has been subjected, are certified by us, in duplicate, and will be presented for settlement by the clerk, Mr. Parmelee.

We have the honor to be, sir, with perfect respect and esteem, your most obedient servants,

ROBERT C. NICHOLAS,
JOSEPH CHAMBERS.

The Honorable ALBERT GALLATIN, Esq. *Secretary of the Treasury*.

The Board ordered that the clerk take into his possession and safe keeping the books and papers, and cause them to be transmitted to, and lodged in the office of the Secretary of State, agreeably to a requisition in the sixth section of the act of Congress of the 3d of March, 1803, entitled "An act regulating the grants of land, and providing for the disposal of the lands of the United States south of the State of Tennessee."

Adjourned *sine die*.

Attest:

DAVID PARMELEE 2d, *Clerk of the Board*.

REGISTER A.

Abstract of Certificates entered with the Register of the Land Office west of Pearl river, during the month of April, 1805, grounded on British and Spanish patents.

Commissioners' certificates.				Claim.			Title.	
When entered.	No.	Date.	Recorded.	To whom granted.	Name of original grantee.	Quantity allowed.	Situation.	Whence derived.
			Vol. Page.			Acres.		Date of patent.
1805.		1805.						
April 18,	1	February 26,	1 1	Thomas M. Green,	Margaret Stampley,	100	On the waters of Boyd's creek,	British,
" 18,	2	February 26,	1 2	Thomas M. Green,	John Lum,	350	On the south side of Boyd's creek,	Do.
" 18,	3	February 27,	1 3	Thomas M. Green,	John Smith,	300	On the waters of Cole's creek,	Do.
" 18,	4	February 27,	1 4	Sarah Holmes,	Sarah Holmes,	200	On Middle creek,	Do.
" 18,	5	February 27,	1 5	Parker Canadine,	David Adam,	200	On the waters of Cole's creek,	Do.
" 18,	6	February 27,	1 6	John Bolls,	Andrew Cypress,	100	On Second creek,	Do.
" 18,	7	February 28,	1 11	Isaac and Joshua Alexander,	William Alexander,	600	On Second creek,	Do.
" 18,	8	February 28,	1 15	Abner Green,	Anthony Hutchins,	434	On Second creek,	Do.
" 18,	9	February 28,	1 17	Abner Green,	John Row,	250	On Second creek,	Do.
" 18,	10	March 12,	1 19	John Talley,	John Talley,	300	On the south fork of St. Catharine's,	Do.
" 18,	11	March 12,	1 21	John Collins,	John Collins,	200	On the waters of Cole's creek,	Do.
" 18,	12	April 17,	1 23	The legal representatives of William & Hanna Lum, deceased, and Jesse Lum,	Hanna, William, & Jesse Lum,	300	On the waters of Cole's creek,	Do.
" 22,	17	April 17,	1 25	Margaret Gaillard, now the wife of Abraham Ellis,	Nathan Sweazy,	250	On the N. side of Homochitto river,	Do.
" 22,	18	April 17,	1 27	Margaret Ellis, wife of Abraham Ellis,	John Lusk,	150	On Second creek,	Do.
" 22,	19	April 17,	1 29	Abraham Ellis,	Richard Ellis,	1,850	On the waters of Cole's creek,	Do.
" 22,	23	April 18,	1 31	Anne Hutchins, assignee of John Hutchins,	Anthony Hutchins,	1,000	On both sides of Second creek,	Do.
" 23,	28	April 19,	1 33	Benjamin Bealk,	Benjamin Bealk,	800 ⁷	On the waters of St. Catharine's,	Spanish,
" 23,	41	April 23,	1 35	Celeste Hutchins,	Celeste Hutchins,	1,000 ⁷	Near the White cliffs,	Do.
" 23,	44	April 24,	1 52	Abraham Guice,	Abraham Guice,	240 ⁷	On the waters of Homochitto river,	Do.
" 26,	20	April 18,	1 37	The legal representatives of Charles Percy, deceased,	Charles Percy,	600	On the waters of Buffalo creek,	British,
" 26,	21	April 18,	1 39	The legal representatives of Charles Percy, deceased,	James Smith Yarborough,	400	On the river Mississippi,	Do.
" 26,	22	April 18,	1 42	The legal representatives of Charles Percy, deceased,	William Horn,	500	On the waters of Cole's creek,	Do.
" 26,	26	April 19,	1 44	Jesse Cartet,	John Bolls,	100	On Second creek,	Do.
" 26,	24	April 19,	1 46	John Ellis,	William Joiner,	500	On Second creek,	Do.
" 26,	16	April 16,	1 48	John Ellis,	Zachariah Routh,	400	On the waters of Cole's creek,	Do.
" 27,	33	April 22,	1 50	Daniel Whitaker,	Daniel Whitaker,	400 ⁷	On the waters of St. Catharine's,	Spanish,

REGISTER'S OFFICE, May 1, 1805.

THOS. H. WILLIAMS.

REGISTER A—Continued.

Abstract of Certificates entered with the Register of the Land Office west of Pearl river, during the month of May, 1805, grounded on British and Spanish patents.

Commissioners' certificates.				Claim.		Quantity allowed.	Situation.	Whence derived.	Title.
When entered.	No.	Date.	Recorded.	To whom granted.	Name of original grantee.				
			Vol.	Page.		Acres.			
1805.		1805.							
May 6,	34	April 22,	1	54	Richard King, -	-	On the river Big Black, -	Spanish,	Sept. 30, 1793.
" 6,	138	May 3,	1	56	Richard King, -	-	On the river Big Black, -	Do.	August 18, 1796.
" 8,	56	April 26,	1	58	Joseph Calvit, -	-	On the waters of St. Catharine's cr.	Do.	June 12, 1788.
" 8,	57	April 26,	1	60	Thomas Calvit, -	-	On the waters of Cole's creek, -	Do.	Feb'y 27, 1789.
" 8,	85	April 30,	1	62	The legal representatives of Frederick Calvit, deceased, -	-	-	-	-
" 10,	133	May 3,	1	64	Peter Nelson, and Margaret his wife, -	-	On the waters of St. Catharine's cr.	Do.	March 15, 1788.
" 10,	95	April 19,	1	66	Cato West, -	-	On the waters of Cole's creek, -	Do.	Sept. 4, 1789.
" 10,	97	April 19,	1	68	Cato West, -	-	On the waters of Cole's creek, -	Do.	Feb'y 27, 1789.
" 10,	53	April 25,	1	70	John Bullen, -	-	On Cole's creek, -	Do.	March 10, 1789.
" 13,	105	May 9,	1	72	Prosper King, -	-	On the waters of St. Catharine's cr.	Do.	April 21, 1789.
" 13,	106	May 9,	1	74	Prosper King, -	-	On the river Big Black, -	Do.	April 19, 1793.
" 15,	94	April 30,	1	76	Jonathan Jones, -	-	On the waters of Fairchild's creek, -	Do.	Sept. 1, 1793.
" 15,	200	May 16,	1	78	Richard Curtis, -	-	On the waters of Cole's creek, -	Do.	March 6, 1789.
" 16,	29	April 20,	1	80	William Foster, -	-	On St. Catharine's creek, -	Do.	March 25, 1795.
" 16,	37	April 24,	1	82	Patsy Westly Moss, -	-	On the waters of Cole's creek, -	Do.	March 6, 1789.
" 16,	117	May 2,	1	84	William Hoggatt, -	-	On the waters of Second creek, -	Do.	August 14, 1793.
" 16,	110	May 2,	1	86	John Bolls, -	-	On St. Catharine's creek, -	Do.	Feb'y 10, 1789.
" 16,	111	May 2,	1	88	John Bolls, -	-	On Cole's creek, -	Do.	Feb'y 10, 1789.
" 16,	112	May 2,	1	90	James Bolls, -	-	On the river Big Black, -	Do.	January 10, 1794.
" 17,	31	April 20,	1	92	Christopher Butler, -	-	On Cole's creek, -	Do.	March 6, 1789.
" 17,	32	April 20,	1	94	Joseph Perkins, -	-	On the waters of St. Catharine's cr.	Do.	Feb'y 25, 1793.
" 17,	54	April 25,	1	96	Robert Carter, -	-	On the waters of St. Catharine's cr.	Do.	Feb'y 10, 1789.
" 18,	82	April 30,	1	98	Nathaniel Kennison, -	-	On the waters of Cole's creek, -	Do.	June 17, 1795.
" 18,	83	April 30,	1	100	John Griffing, -	-	On the waters of Cole's creek, -	Do.	Sept. 30, 1793.
" 20,	79	April 29,	1	102	Gerard Brandon, -	-	On the waters of the bayou Sara, -	Do.	March 20, 1795.
" 20,	142	May 6,	1	104	Tobias Brashear, -	-	On the river Big Black, -	Do.	March 20, 1795.
" 20,	104	May 1,	1	106	John Boothe, -	-	On the waters of the bayou Pierre, -	Do.	January 1, 1793.
" 20,	83	April 30,	1	108	Benjamin Bealk, assignee of Jephtha Higdon, -	-	On the river Mississippi, -	Do.	Nov. 30, 1793.
" 20,	182	May 13,	1	110	William Bassett, -	-	On the waters of bayou Sara, -	Do.	Sept. 1, 1793.
" 20,	203	May 16,	1	112	The legal representatives of Charles Boardman, -	-	On St. Catharine's creek, -	Do.	March 6, 1788.
" 20,	183	May 13,	1	114	The legal representatives of C. Braxton, dec'd, -	-	On the waters of Cole's creek, -	Do.	June 30, 1795.
" 20,	114	May 2,	1	116	Daniel Burnet, -	-	On the waters of the bayou Pierre, -	Do.	August 31, 1790.
" 20,	304	May 16,	1	116	The legal representatives of Charles Boardman, deceased, -	-	On St. Catharine's creek, -	Do.	April 9, 1790.
" 20,	123	May 2,	1	120	John Bisland, -	-	On the waters of Fairchild's creek, -	Do.	March 6, 1788.
" 20,	124	May 2,	1	122	John Bisland, -	-	On the waters of St. Catharine's cr.	Do.	April 9, 1790.
" 20,	131	May 3,	1	124	Alexander Bisland, -	-	On the waters of St. Catharine's cr.	Do.	Sept. 1, 1795.

ABSTRACT FOR MAY, 1805—Continued.

Commissioners' certificates.				Claim.			Title.	
When entered.	No.	Date.	Recorded.	To whom granted.	Name of original grantee.	Quantity allowed.	Situation.	Whence derived.
1805.		1805.	Vol. Page.					
May 20,	91	April 30,	1 126	Abraham Ellis, in right of his wife Margaret,	William Case,	-	On Second creek,	October 9, 1777.
" 20,	116	May 2,	1 128	Jeremiah Coleman,	John Jones,	300	On the waters of Fairchild's creek,	April 1, 1795.
" 20,	192	May 14,	1 130	Francis S. Girault,	Francis S. Girault,	395/	On the river Mississippi,	June 20, 1795.
" 20,	172	May 13,	1 132	Abner Green,	Joseph Dyson,	400/	On the waters of Fairchild's creek,	Feb'y 12, 1788.
" 20,	173	May 13,	1 136	Abner Green,	Abner Green,	665/	On the waters of the bayou Pierre,	March 6, 1788.
" 20,	174	May 13,	1 136	Abner Green,	Abner Green,	600/	On the river Mississippi,	Feb'y 12, 1788.
" 20,	175	May 13,	1 138	Abner Green,	Abner Green,	135/	On St. Catharine's creek,	March 10, 1789.
" 20,	176	May 13,	1 140	Abner Green, in right of his wife Maria,	Maria Green,	400/	On the waters of Second creek,	Feb'y 29, 1788.
" 20,	177	May 13,	1 142	Abner Green,	William Bassett,	500/	On the waters of the bayou Pierre,	October 24, 1794.
" 20,	178	May 13,	1 144	Abner Green,	William Cunningham,	240/	On Pine woods creek,	Sept. 1, 1795.
" 20,	179	May 13,	1 146	Abner Green,	John Patterson,	350/	On the waters of Second creek,	June 18, 1795.
" 22,	180	May 13,	1 148	Abner Green,	Daniel Burnet,	1,000/	On the waters of the bayou Pierre,	June 20, 1795.
" 22,	73	April 29,	1 150	Gerard Brandon,	William Brocus,	600/	On the waters of St. Catharine's cr.	Feb'y 29, 1788.
" 22,	74	April 29,	1 152	Gerard Brandon,	Gerard Brandon,	800/	On the waters of the bayou Sara,	March 12, 1790.
" 22,	75	April 29,	1 154	James Bonnet,	James Bonnet,	400/	On the waters of Fairchild's creek,	March 23, 1790.
" 22,	122	May 9,	1 156	John Bisland,	Jeremiah Bryan,	600/	Between riv. Miss. & Fairchild's cr.	Feb'y 29, 1788.
" 22,	125	May 9,	1 158	John Bisland,	William Atchinson,	350/	On the waters of Cole's creek,	June 4, 1791.
" 22,	154	May 7,	1 160	The legal representatives of Adam Bickley,	Adam Bickley,	400/	On the waters of Fairchild's creek,	August 14, 1794.
" 22,	121	May 9,	1 162	John Bisland,	James McIntyre,	500/	On the river Big Black,	October 8, 1787.
" 22,	161	May 3,	1 164	John Bisland,	John Turnbull,	1,000/	On the waters of Second creek,	June 22, 1791.
" 22,	161	May 9,	1 166	Richard Butler,	John Hartley,	200	On Fairchild's creek,	Nov. 12, 1778.
" 22,	220	May 21,	1 168	The legal representatives of Gabriel Benoist,	Gabriel Benoist,	1,000/	On the waters of Cole's creek,	January 21, 1788.
" 22,	221	May 21,	1 170	The legal representatives of Gabriel Benoist,	Gabriel Benoist,	1,000/	On the waters of Cole's creek,	August 14, 1794.
" 22,	222	May 21,	1 172	The legal representatives of Gabriel Benoist,	Gabriel Benoist,	600/	On Fairchild's creek,	January 1, 1793.
" 22,	58	April 26,	1 174	Thomas M. Green,	Job Routh,	400/	On the waters of Cole's creek,	May 30, 1793.
" 22,	59	April 26,	1 176	Thomas M. Green,	Jesse Smith,	210/	On the waters of the bayou Pierre,	August 30, 1793.
" 22,	60	April 26,	1 178	Thomas M. Green,	David Olem,	375/	On the waters of Cole's creek,	Dec. 24, 1790.
" 22,	61	April 26,	1 180	Thomas M. Green,	Thomas M. Green,	700/	On the waters of Fairchild's creek,	Feb'y 27, 1789.
" 22,	62	April 26,	1 182	Joseph Green,	Flimer and Abram Green,	500/	Near the bayou Pierre,	March 10, 1789.
" 22,	120	May 25,	1 184	Thomas Green,	Thomas Green,	200/	On Cole's creek,	Feb'y 12, 1788.
" 22,	52	April 25,	1 186	Thomas Foster and Levi Foster,	Mary Foster,	644/	On St. Catharine's creek,	March 6, 1788.
" 22,	76	April 29,	1 188	Peter Smith,	Peter Smith,	400/	On the waters of Buffalo creek,	March 30, 1793.
" 22,	77	April 29,	1 190	Zachariah Smith, Jun.	Zachariah Smith,	500/	On the waters of Buffalo creek,	March 30, 1793.
" 22,	78	April 29,	1 192	James Smith,	James Smith,	480/	On the waters of St. Catharine's cr.	March 28, 1791.
" 22,	171	May 13,	1 194	Robert Ford,	Robert Ford,	500/	On the waters of bayou Sara,	Feb'y 10, 1789.
" 22,	190	May 14,	1 196	Benajah Osmun,	Benajah Osmun,	600/	On the waters of bayou Sara,	June 10, 1795.
" 22,	191	May 15,	1 198	Peter Smith,	Zachariah Smith,	500/	On Buffalo creek,	June 20, 1788.
" 22,	210	May 16,	1 200	Benajah Osmun,	Richard King,	115/	On the waters of St. Catharine's cr.	August 30, 1791.

ABSTRACT FOR MAY, 1805—Continued.

Commissioners' certificates.				Claim.		Quantity allowed.	Situation.	Title.	
When entered.	No.	Date.	Recorded.	To whom granted.	Name of original grantee.			Whence derived.	Date of patent.
1805.		1805.				Acres.			
May 23,	916	May 17,	Vol. 1, Page 202	John Lusk,	John Lusk,	-	On the river Homochitto,	Spanish,	May 29, 1795.
" 23,	917	May 17,	1 1 204	John Lusk,	John Lusk,	-	On the river Homochitto,	Do.	Feb'y 18, 1790.
" 23,	14	April 16,	1 1 206	Benjamin Farar,	Benjamin Farar,	-	On the west side of Second creek,	British,	July 22, 1776.
" 23,	90	April 20,	1 1 208	Benjamin Farar, in right of his wife Mary,	Richard Ellis,	-	Between Second cr. & White cliffs,	Do.	June 16, 1779.
" 23,	92	April 30,	1 1 210	Benjamin Farar,	Michael Hester,	-	On Second creek,	Do.	Sept. 21, 1772.
" 23,	223	May 22,	1 1 212	Adam Bingham,	Christian Bingham,	-	On the waters of Cole's creek,	Do.	October 11, 1777.
" 23,	224	May 22,	1 1 214	Adam Bingham,	Alexander McIntosh,	-	On the river Mississippi,	Do.	April 19, 1773.
" 23,	225	May 22,	1 1 216	Adam Bingham,	Alexander McIntosh,	-	On Fairchild's creek,	Do.	May 5, 1777.
" 23,	226	May 22,	1 1 218	Adam Bingham,	John Bentley,	-	On the waters of Fairchild's creek,	Do.	July 21, 1777.
" 23,	227	May 22,	1 1 220	Adam Bingham,	William Brown,	-	On the waters of Fairchild's creek,	Do.	July 21, 1777.
" 23,	228	May 22,	1 1 222	Adam Bingham,	Philip Hamron,	-	On the waters of Cole's creek,	Do.	October 9, 1777.
" 23,	229	May 22,	1 1 224	Adam Bingham,	Alexander McIntosh,	-	On the waters of Boyd's creek,	Do.	October 9, 1777.
" 23,	230	May 22,	1 1 226	Adam Bingham,	Samuel Gibson,	-	On the waters of Cole's creek,	Spanish,	January 18, 1794.
" 23,	231	May 22,	1 1 228	Alexander Callender,	Alexander Callender,	-	On the waters of the bayou Pierre,	Do.	Feb'y 27, 1789.
" 23,	232	May 22,	1 1 230	Abraham Green,	Filmer and Abram Green,	-	On the waters of the bayou Pierre,	Do.	March 6, 1789.
" 24,	63	April 26,	1 1 232	Abraham Green,	Jacob Stampley,	-	On Cole's creek,	Do.	April 8, 1791.
" 24,	169	May 9,	1 1 234	Abraham Green and Everard Green,	William Erwin,	-	On Cole's creek,	Do.	January 30, 1787.
" 27,	30	April 30,	1 1 236	George Forman,	George Forman,	-	On the waters of Cole's creek,	Do.	March 4, 1795.
" 27,	95	April 30,	1 1 238	George Forman,	George Forman,	-	On the waters of Cole's creek,	Do.	March 4, 1795.
" 27,	96	April 30,	1 1 240	George Forman,	James Foster,	-	On St. Catharine's creek,	Do.	March 6, 1788.
" 27,	38	April 23,	1 1 242	Charles McKiernan,	Richard Harrison,	-	Near the Petit gulf,	Do.	March 21, 1790.
" 28,	145	May 6,	1 1 244	Charles McKiernan,	John Savage,	-	On the waters of Fairchild's creek,	Do.	Nov. 20, 1793.
" 28,	244	May 24,	1 1 246	Charles McKiernan,	John Armstrong,	-	On the waters of Fairchild's creek,	Do.	March 22, 1795.
" 28,	101	May 1,	1 1 248	James Hoggatt,	Rebecca Dove,	-	On the waters of Second creek,	Do.	June 20, 1795.
" 28,	102	May 1,	1 1 250	James Hoggatt,	John Bisland,	-	At the place called the Prairie,	Do.	March 6, 1788.
" 28,	184	May 14,	1 1 252	James Hoggatt,	Peter Nelson,	-	On the waters of Sandy creek,	Do.	March 15, 1788.
" 28,	185	May 14,	1 1 254	James Hoggatt,	Archibald Erwin,	-	On the river Big Black,	Do.	August 20, 1795.
" 28,	97	April 20,	1 1 256	Archibald Erwin,	John Martin,	-	On the waters of Cole's creek,	Do.	Feb'y 25, 1788.
" 28,	146	May 25,	1 1 258	The trustees of Bethel congregation,	Alexander Callender,	-	On the waters of Cole's creek,	Do.	January 18, 1794.
" 28,	245	May 25,	1 1 260	The legal representatives of Joseph Bernard,	Joseph Bernard,	-	On the river Mississippi,	Do.	April 10, 1795.
" 30,	246	May 27,	1 1 262	The legal representatives of Joseph Bernard,	Stephen Minor,	-	On the river Mississippi,	Do.	May 6, 1786.
" 30,	247	May 27,	1 1 264	The legal representatives of Joseph Bernard,	Stephen Minor,	-	On the river Mississippi,	Do.	May 6, 1786.

REGISTER'S OFFICE WEST OF PEARL RIVER, June 1, 1805.

THOS. H. WILLIAMS.

ABSTRACT FOR JUNE, 1805—Continued.

Commissioners' certificates.					Claim.		Title.			
When entered.	No.	Date.	Recorded.		To whom granted.	Name of original grantee.	Quantity allowed.	Situation.	Whence derived.	Date of patent.
			Vol.	Page.						
1805.		1805.								
" 6,	254	May 30,	1	332	William McIntosh,	William McIntosh,	Acres 800 ⁷ .	On the waters of the bayou Sara,	Spanish,	Sept. 1, 1795.
" 6,	255	June 3,	1	331	Charles King,	Charles King,	280 ⁷ .	On the waters of St. Catharine's cr.	Do.	May 29, 1795.
" 6,	150	May 7,	1	336	Calvin Smith,	David Mitchell,	400 ⁷ .	On Second creek,	Do.	June 8, 1792.
" 6,	88	April 30,	1	338	John A. Davidson,	Stephen Scriber,	350 ⁷ .	On the waters of Cole's creek,	Do.	Nov. 26, 1793.
" 6,	218	May 17,	1	340	Robert Dunbar,	Richard King,	600 ⁷ .	On the waters of St. C's & Fairchild's cr.	Do.	April 8, 1788.
" 6,	219	May 17,	1	342	The legal representatives of Robert Dunbar,	Robert Dunbar,	800 ⁷ .	On the waters of Cole's creek,	Do.	June 12, 1788.
" 8,	134	May 3,	1	344	The legal representatives of deceased,	John Hostler,	200	On the waters of the bayou Pierre,	British,	May 25, 1779.
" 8,	135	May 3,	1	346	The legal representatives of William Vousdan,	William Vousdan,	200	On the waters of the bayou Pierre,	British,	Sept. 15, 1777.
" 8,	136	May 3,	1	348	The legal representatives of William Vousdan,	David Lejeune,	400 ⁷ .	At the place called Davion's rock,	Spanish,	March 20, 1789.
" 8,	137	May 3,	1	350	The legal representatives of William Vousdan,	David Ross,	600 ⁷ .	On the river Mississippi,	Do.	April 14, 1790.
" 10,	278	June 5,	1	352	Thomas Calvit,	Thomas Calvit,	800 ⁷ .	On the river Mississippi,	Do.	April 1, 1795.
" 10,	279	June 5,	1	354	Thomas Calvit,	Thomas Calvit,	200 ⁷ .	On Cole's creek,	Do.	Feb'y 37, 1789.
" 10,	267	June 4,	1	356	William Brocus,	William Brocus,	1,000 ⁷ .	On the waters of the bayou Pierre,	Do.	June 18, 1792.
" 10,	268	June 4,	1	358	William Brocus,	William Brocus,	1,000 ⁷ .	On the waters of the bayou Pierre,	Do.	January 20, 1795.
" 10,	269	June 4,	1	360	William Brocus,	William Brocus,	400 ⁷ .	On the waters of the bayou Pierre,	Do.	Feb'y 28, 1795.
" 10,	271	June 4,	1	362	The legal representatives of Chas. Boardman,	John Baptiste Perret,	1,000 ⁷ .	On the waters of Cole's creek,	Do.	June 12, 1788.
" 11,	26	April 23,	1	364	Christopher Guice,	Christopher Guice,	100 ⁷ .	On the waters of the river Homochitto,	Do.	March 25, 1785.
" 11,	45	April 24,	1	366	Michael Guice,	Michael Guice,	500 ⁷ .	On Cole's creek,	Do.	Feb'y 25, 1788.
" 11,	46	April 24,	1	368	The legal representatives of D. Grafton, dec'd,	Daniel Grafton,	300 ⁷ .	Near Natchez,	Do.	Feb'y 29, 1788.
" 11,	47	April 24,	1	370	The legal representatives of D. Grafton, dec'd,	Alexander Montgomery,	160 ⁷ .	Adams county,	Do.	March 1, 1787.
" 11,	50	April 24,	1	372	Daniel Ogden,	Daniel Ogden,	500 ⁷ .	On the waters of Thompson's creek,	Do.	August 30, 1793.
" 11,	50	April 24,	1	374	Daniel Ogden,	Daniel Ogden,	500 ⁷ .	On the waters of Thompson's creek,	Do.	May 25, 1792.
" 11,	51	April 24,	1	376	Daniel Ogden,	Daniel Ogden,	500 ⁷ .	On the waters of the bayou Sara,	Do.	April 14, 1790.
" 11,	51	April 24,	1	378	John Gibson,	John Gibson,	700 ⁷ .	On the waters of the bayou Pierre,	Do.	January 8, 1789.
" 11,	70	April 27,	1	380	Hezekiah Harman,	Hezekiah Harman,	300 ⁷ .	On the waters of the bayou Pierre,	Do.	Dec. 1, 1794.
" 11,	84	April 30,	1	382	The legal representatives of N. Rob, dec'd,	Nicholas Rob,	500 ⁷ .	On the waters of Second creek,	Do.	Feb'y 29, 1788.
" 11,	13	April 16,	1	384	William Dunbar,	Isaac Johnson,	1,000	On the waters of Second creek,	British,	Sept. 1, 1777.
" 12,	13	April 16,	1	386	Isaac Fife,	Isaac Fife,	300 ⁷ .	On the bayou Pierre,	Spanish,	January 22, 1791.
" 12,	35	April 22,	1	388	Patrick Foley,	Patrick Foley,	1,500 ⁷ .	On the waters of the bayou Pierre,	Do.	August 30, 1793.
" 12,	55	April 25,	1	390	Elisha Flowers,	Elisha Flowers,	400 ⁷ .	On the waters of the river Homochitto,	Do.	March 15, 1789.
" 12,	71	April 27,	1	392	Thomas Cummins,	Thomas Cummins,	280 ⁷ .	On the river Mississippi,	Do.	March 23, 1790.
" 12,	86	April 29,	1	394	Palser Shilling,	Palser Shilling,	400 ⁷ .	On the waters of St. Catharine's cr.	Do.	Feb'y 10, 1789.
" 12,	86	April 30,	1	396	The legal representatives of Thos. Rule, dec'd,	Mark Oiler,	250 ⁷ .	On the waters of Fairchild's creek,	Do.	April 8, 1789.
" 12,	89	April 30,	1	398	Richard Dun,	Richard Dun,	245 ⁷ .	On the waters of Fairchild's creek,	Do.	Feb'y 16, 1789.
" 12,	291	June 7,	1	400	John Griffing,	John Griffing,	345 ⁷ .	On the waters of Fairchild's creek,	Do.	Feb'y 16, 1789.
" 12,	290	June 7,	1	402	John Griffing,	Gabriel Griffing,	345 ⁷ .	On the waters of Fairchild's creek,	Do.	Feb'y 16, 1789.

ABSTRACT FOR JUNE, 1805—Continued.

Commissioners' certificates.				Claim.		Title.	
When entered.	No.	Date.	Recorded.	To whom granted.	Name of original grantee.	Situation.	Date of patent.
1805.		1805.	Vol. Page.				
June 13,	118	May 2,	1 404	John Calliham,	James Stuart,	On the waters of Second creek,	March 25, 1795.
" 13,	147	May 6,	1 406	Jacob Cable,	Jacob Cable,	On the waters of Cole's creek,	March 10, 1789.
" 13,	151	May 7,	1 408	The legal representatives of Ephraim Coleman,	Ephraim Coleman,	On the waters of Cole's creek,	Do.
" 13,	152	May 7,	1 410	Israel Coleman,	Israel Coleman,	On the waters of Cole's creek,	April 11, 1791.
" 13,	153	May 7,	1 412	John Ford,	John Ford,	On the waters of Cole's creek,	Do.
" 13,	155	May 7,	1 414	Samuel Cobun,	Samuel Cobun,	On the waters of the bayou Pierre,	April 9, 1790.
" 13,	157	May 7,	1 416	Charles Cason,	Charles Cason,	On the waters of St. Catharine's cr.	March 15, 1789.
" 13,	166	May 9,	1 418	Patrick Cogan,	Patrick Cogan,	On the waters of the bayou Pierre,	August 30, 1793.
" 14,	195	May 14,	1 430	Sarah Cleveland,	Elizabeth Durbin,	On the waters of the bayou Pierre,	Sept. 1, 1793.
" 14,	205	May 16,	1 432	James Steel,	John Steel,	On the waters of the river Homochitto,	June 30, 1788.
" 14,	206	May 16,	1 434	Isaac Gaillard,	Isaac Gaillard,	On the river Homochitto,	Do.
" 14,	207	May 16,	1 436	Isaac Gaillard,	Jesse Withers,	On the waters of the river Homochitto,	Sept. 1, 1793.
" 14,	208	May 16,	1 438	Isaac Gaillard,	John Henderson,	On the waters of the river Homochitto,	May 8, 1793.
" 14,	209	May 16,	1 440	Isaac Gaillard,	Thomas Rule,	On the waters of the river Homochitto,	October 4, 1787.
" 14,	211	May 17,	1 432	Isaac Gaillard,	Moses Bonner,	On the river Homochitto,	April 31, 1790.
" 14,	149	May 7,	1 434	John Stowers and Windsor Pipes,	Isaac Gaillard,	On the waters of Fairchild's creek,	March 15, 1789.
" 14,	295	June 10,	1 436	Manuel Madden and James Bonner,	Manuel Madden,	On the waters of Fairchild's creek,	March 26, 1789.
" 14,	296	June 10,	1 438	Abraham Taylor,	Thomas Morgan,	On the waters of St. Catharine's cr.	March 15, 1789.
" 17,	65	April 26,	1 440	Everard Green,	Everard Green,	On the waters of Cole's creek,	March 10, 1788.
" 17,	66	April 27,	1 442	Everard Green,	Everard Green,	On the waters of Cole's creek,	Feb'y 12, 1788.
" 17,	283	June 6,	1 444	Benajah Osmun,	Joseph Ford,	On the waters of St. Catharine's cr.	Feb'y 12, 1788.
" 17,	284	June 6,	1 446	Benajah Osmun, assignee of the legal representatives of Andrew Bealle, deceased,	Andrew Bealle,	On the waters of St. Catharine's cr.	April 28, 1790.
" 17,	285	June 6,	1 418	Benajah Osmun, assignee of the legal representatives of Andrew Bealle, deceased,	Andrew Bealle,	On the waters of St. Catharine's cr.	March 25, 1795.
" 17,	286	June 6,	1 450	Benajah Osmun, assignee of the legal representatives of Andrew Bealle, deceased,	John Hartley,	On the waters of St. Catharine's cr.	Feb'y 25, 1788.
" 17,	300	June 11,	1 452	Benajah Osmun, assignee of the legal representatives of Andrew Bealle, deceased,	Joseph Ford,	On the waters of St. Catharine's cr.	April 28, 1790.
" 17,	156	May 7,	1 454	James Wade,	Maria Grault,	On the waters of St. Catharine's cr.	July 17, 1790.
" 18,	148	May 7,	1 456	John Ellis,	James Wade,	On the waters of Fairchild's creek,	March 15, 1788.
" 18,	170	May 13,	1 458	The legal representatives of G. Cochran, dec'd,	Richard Ellis, Jun.	On the river Homochitto,	January 31, 1788.
" 18,	183	May 14,	1 460	John Ellis,	George Cochran,	On the waters of Cole's creek,	August 30, 1793.
" 18,	194	May 14,	1 462	John Ellis,	Benjamin Curtis,	On the waters of Cole's creek,	Feb'y 28, 1795.
" 18,	235	May 23,	1 464	Robert Cochran,	John Ellis,	On the waters of the river Homochitto,	Do.
" 18,	236	May 23,	1 466	Robert Cochran,	Robert Cochran,	On the waters of the bayou Pierre,	January 31, 1788.
" 18,	237	May 23,	1 468	Robert Cochran,	Robert Cochran,	On the waters of Cole's creek,	April 10, 1795.
" 18,	238	May 23,	1 470	The legal representatives of G. Cochran, dec'd,	Robert Cochran,	On the river Homochitto,	April 9, 1790.
" 18,	239	May 23,	1 472	The legal representatives of G. Cochran, dec'd,	Waterman Crane,	On the waters of the bayou Pierre,	April 9, 1790.
" 18,	240	May 23,	1 474	The legal representatives of G. Cochran, dec'd,	George Cochran,	On the waters of the bayou Pierre,	August 30, 1793.
" 18,	241	May 23,	1 476	The legal representatives of G. Cochran, dec'd,	Lewellen Price,	On the waters of the bayou Pierre,	August 30, 1793.
" 18,	241	May 23,	1 476	The legal representatives of G. Cochran, dec'd,	Waterman Crane,	On the waters of the bayou Pierre,	August 14, 1794.
" 19,	107	May 2,	1 478	Anthony Hoggatt,	Rebecca Dove,	On the waters of St. Catharine's cr.	June 20, 1795.

ABSTRACT FOR JUNE, 1805—Continued.

Commissioners' certificates.				Claim.		Title.		
When entered.	No.	Date.	Recorded.	To whom granted.	Name of original grantee.	Quantity allowed.	Situation.	Whence derived.
1805.		1805.						
June 19,	115	May 2,	Vol. Page.					
" 19,	159	May 8,	1 480	Wilford Hoggatt,	John Radcliffe,	400 ⁷ .	On the waters of Sandy creek,	Spanish,
" 19,	187	May 14,	1 482	James Howard,	Anthony Hoggatt,	166 ³ .	On the waters of Sandy creek,	Do.
" 19,	186	May 14,	1 484	Benjamin Holmes,	Benjamin Holmes,	400 ⁷ .	On the waters of Sandy creek,	Do.
" 19,	188	May 14,	1 486	Anthony Hoggatt,	James Oglesby,	500 ⁷ .	On the waters of Second creek,	Do.
" 19,	188	May 14,	1 488	Benjamin Holmes,	Benjamin Holmes,	100 ⁷ .	On the waters of Sandy creek,	Do.
" 19,	213	May 17,	1 490	John Ellis,	John Ellis,	496 ⁷ .	On Buffalo creek,	Do.
" 19,	213	May 17,	1 492	The legal representatives of C. Percy, dec'd,	Andres Lopez Armesto,	800 ⁷ .	On Buffalo creek,	Do.
" 19,	214	May 17,	1 494	The legal representatives of C. Percy, dec'd,	Charles Percy,	1,000 ⁷ .	On the waters of the bayou Sara,	Do.
" 19,	215	May 17,	1 496	The legal representatives of C. Percy, dec'd,	Charles Percy,	2,400 ⁷ .	Wilkinson county,	Do.
" 19,	256	June 3,	1 498	The legal representatives of C. Percy, dec'd,	Susanna Percy,	800 ⁷ .	On the waters of Buffalo creek,	Do.
" 20,	108	May 2,	1 500	The legal representatives of T. Reid, dec'd,	Thomas Reid,	500 ⁷ .	On the waters of Cole's creek,	Do.
" 20,	141	May 6,	1 502	John Stamper,	John Stamper,	200 ⁷ .	On the waters of Cole's creek,	Do.
" 20,	158	May 8,	1 504	Joseph Sessions,	Anthony Hoggatt,	662 125.	On waters of Second & Sandy cr's,	Do.
" 20,	167	May 8,	1 506	Alexander Ross,	John Hoggatt,	1,000.	On the waters of Cole's creek,	Do.
" 20,	168	May 9,	1 508	Alexander Ross,	Alexander Ross,	2,000.	On the waters of Cole's creek,	British,
" 20,	191	May 14,	1 510	David Swayze,	Nathan Swayze,	500 ⁷ .	On the river Homochitto,	Spanish,
" 20,	231	May 22,	1 512	Jacob Stamper,	Jacob Stamper,	250 ⁷ .	On the waters of Cole's creek,	Do.
" 20,	292	June 7,	1 514	George Selser,	Gabriel Griffin,	457 ⁷ .	On the waters of Fairchild's creek,	Do.
" 20,	293	June 7,	1 516	George Selser,	John Griffin,	145 ⁷ .	On the waters of Fairchild's creek,	Do.
" 20,	308	June 13,	1 518	Thomas Wilkins,	Thomas Wilkins,	1,000 ⁷ .	On the waters of Buffalo creek,	Do.
" 20,	309	June 13,	1 520	Thomas Wilkins,	Thomas Wilkins,	800 ⁷ .	On the waters of the bayou Pierre,	Do.
" 21,	68	April 27,	1 522	Samuel Gibson,	Samuel Gibson,	800 ⁷ .	On the waters of the bayou Pierre,	Do.
" 21,	69	April 27,	1 524	Randal Gibson,	James Kirk,	800 ⁷ .	On the waters of the bayou Pierre,	Do.
" 21,	72	April 27,	1 526	Peter A. Vandorn,	Gibson Gibson,	335 ⁷ .	On the waters of St. Catharine's cr.	Do.
" 21,	160	May 8,	1 528	Randal Gibson,	Anthony Hoggatt,	400 ⁷ .	On the waters of Sandy creek,	Do.
" 21,	162	May 9,	1 530	Thomas Vause,	Josiah Rondle,	240 ⁷ .	On the waters of the bayou Pierre,	Do.
" 21,	181	May 13,	1 532	Thomas Vause,	Thomas Vause,	200 ⁷ .	On Second creek,	Do.
" 21,	196	May 14,	1 534	Jesse Greenfield,	Daniel Clark, Sen.	565 ⁷ .	On the waters of the bayou Pierre,	Do.
" 21,	197	May 14,	1 536	Jesse Greenfield,	Ebenezer Rees,	700 ⁷ .	On the waters of the bayou Pierre,	Do.
" 21,	198	May 14,	1 538	Jesse Greenfield,	Jesse Greenfield,	600 ⁷ .	On the waters of Fairchild's creek,	Do.
" 21,	294	June 7,	1 540	George Selser,	John Griffin,	10 ⁷ .	Near the White cliffs,	Do.
" 21,	294	June 7,	1 542	John Hampton White,	John Hampton White,	1,000 ⁷ .	Near the White cliffs,	Do.
" 24,	265	June 4,	1 544	The legal representatives of M. White, dec'd,	Matthew White,	1,150 ⁷ .	Near mouth of St. Catharine's cr.	Do.
" 24,	266	June 4,	1 542	John Hampton White, legal representative of	Charles White,	-	-	Do.
" 24,	272	June 4,	1 546	Charles White, deceased,	Charles White,	-	-	Do.
" 24,	273	June 4,	1 548	John Hampton White, legal representative of	Charles White,	-	-	Do.
" 24,	281	June 5,	1 550	Charles White, deceased,	John Wall,	400 ⁷ .	On the waters of the bayou Sara,	Do.
" 24,	282	June 5,	1 552	John Wall,	John Wall,	500 ⁷ .	On the Buffalo creek,	Do.
" 24,	298	June 10,	1 554	Henry Turner,	Ebenezer Rees,	4,000 ⁷ .	On the waters of Fairchild's creek,	Do.
" 24,	316	June 17,	2 1	The legal representatives of Louisa Wylie, deceased,	Thomas M. Green,	100 ⁷ .	On the waters of Fairchild's creek,	Do.

ABSTRACT FOR JUNE, 1805—Continued.

Commissioners' certificates.				Claim.		Quantity allowed.	Situation.	Whence derived.	Title.
When entered.	No.	Date.	Recorded.	To whom granted.	Name of original grantee.				
1805.			Vol.	Page.		Acres.			
June 24,	250	May 27,	2	3	William Ogden,	William Vonsdan,	On the waters of Buffalo creek,	Spanish,	April 8, 1788.
" 24,	276	May 4,	2	5	Philetus Israel and Philander Smith,	Philetus Israel & Phil. Smith,	On Second creek,	Do.	March 6, 1788.
" 25,	259	May 3,	2	7	Catharine Surget,	Roger Doud,	Between Cole's cr. & bayou Pierre,	Do.	August 8, 1789.
" 25,	263	June 4,	2	11	Catharine Surget,	Roger Doud,	On the waters of Cole's creek,	Do.	April 15, 1789.
" 25,	262	June 4,	2	11	The legal representatives of P. Surget, dec'd,	Peter Surget,	On the waters of Second creek,	Do.	June 21, 1788.
" 25,	264	June 4,	2	15	The legal representatives of P. Surget, dec'd,	Peter Surget,	On Second creek,	Do.	June 21, 1788.
" 25,	302	June 11,	2	17	The legal representatives of W. Gilbert, dec'd,	William Gilbert,	On the waters of river Homochitto,	Do.	January 22, 1788.
" 25,	324	June 17,	2	19	Willis Bonner,	James McIntyre,	On the waters of Fairchild's creek,	Do.	October 8, 1787.
" 25,	325	June 17,	2	19	Thomas Foster,	Samuel Flowers,	On the waters of St. Catharine's cr.	Do.	April 21, 1789.
" 25,	327	June 18,	2	21	Thomas Foster,	Moses Bonner,	On St. Catharine's creek,	Do.	April 21, 1789.
" 25,	332	June 18,	2	23	Thomas Foster,	Susanna Spell,	On St. Catharine's creek,	Do.	January 28, 1789.
" 25,	315	June 20,	2	25	Thomas Foster,	Alexander Henderson,	On St. Catharine's creek,	Do.	January 28, 1788.
" 25,	331	June 20,	2	27	The legal representatives of W. Gilbert, dec.	Richard Harrison,	On the waters of Sandy creek,	Do.	February 15, 1788.
" 25,	333	June 20,	2	29	The legal representatives of Wm. Calvit, dec.	William Calvit,	On the waters of the bayou Sara,	Do.	March 10, 1788.
" 26,	901	May 14,	2	31	Abraham Horton,	Abraham Horton,	In the settlement of bayou Sara,	Do.	Nov. 30, 1793.
" 26,	903	May 16,	2	32	Henry Hunter,	Henry Hunter,	On St. Catharine's creek,	Do.	March 10, 1789.
" 26,	349	June 20,	2	35	Joseph Harrison,	Gibson Gibson,	On Second creek,	Do.	August 15, 1787.
" 26,	351	June 21,	2	37	Alexander Ross,	Stephen Miner,	On the waters of Cole's creek,	Do.	March 4, 1795.
" 26,	361	June 21,	2	39	William Daniel,	William Daniel,	On the waters of Cole's creek,	Do.	May 21, 1791.
" 26,	251	May 30,	2	41	Gideon Hopkins,	Gideon Hopkins,	On the waters of the bayou Sara,	Do.	August 30, 1795.
" 26,	277	June 4,	2	43	The legal representatives of Richard Harrison,	Richard Harrison,	On the waters of St. Catharine's cr.	Do.	Sept. 1, 1793.
" 26,	288	June 7,	2	45	Moses Lewis,	Moses Lewis,	On the waters of Cole's creek,	Do.	April 38, 1790.
" 27,	257	June 7,	2	47	Joseph Ford,	Joseph Ford,	Between rivers Miss. & Homochitto,	Do.	January 31, 1788.
" 27,	257	June 7,	2	49	William Lewis,	Richard Ellis,	On Second creek,	Do.	March 26, 1789.
" 27,	274	June 4,	2	53	The legal rep's of Anthony Hutchins, dec'd,	Isaac Johnson,	On the river Mississippi,	Do.	Dec. 20, 1794.
" 27,	275	June 4,	2	55	Benjamin Farar, in right of his wife Mary,	Richard Ellis,	On Cole's creek,	Do.	February 16, 1789.
" 27,	280	June 5,	2	57	Benjamin Farar, in right of his wife,	Richard Ellis,	On Buffalo creek,	Do.	April 10, 1795.
" 27,	283	June 7,	2	61	John Clark,	John Clark,	On the waters of the bayou Pierre,	Do.	February 10, 1789.
" 28,	233	May 22,	2	63	Waterman Crane,	Waterman Crane,	On the waters of Cole's creek,	Do.	Sept. 1, 1793.
" 28,	242	May 23,	2	65	Gibson Clark,	Gibson Clark,	On the waters of St. Catharine's cr.	Do.	March 15, 1789.
" 28,	258	June 2,	2	67	The legal rep's of Narworthy Hunter,	Narworthy Hunter,	On the waters of river Big Black,	Do.	February 30, 1793.
" 28,	299	June 11,	2	69	Seth Lewis,	George Killian,	On the river Buffalo,	Do.	August 30, 1788.
" 28,	297	June 10,	2	71	George Killian,	David Greenleaf,	On the waters of Second creek,	Do.	February 25, 1788.
" 28,	301	June 14,	2	73	John Collins,	Francis Poussett,		Do.	
" 28,	303	June 11,	2	75	Richard Butler,	John Hartley,		Do.	
" 28,	305	June 12,	2	77	Richard Butler,	John Hartley,		Do.	
" 28,	306	June 12,	2	79	Richard Butler,	John Hartley,		Do.	

REGISTER'S OFFICE WEST OF PEARL RIVER, July 1, 1805.

THOS. H. WILLIAMS.

REGISTER A—Continued.

Abstract of Certificates entered with the Register of the Land Office west of Pearl river, during the month of July, 1805, grounded on British and Spanish patents.

Commissioners' certificates.				Claim.		Title.			
When entered.	No.	Date.	Recorded.	To whom granted.	Name of original grantee.	Quantity allowed.	Situation.	Whence derived.	Date of patent.
1805.		1805.	Page.						
July	364	June 24,	2	Ezra Ambrose and Earl Marbles,	Patrick Foley,	Acres.	On Buffalo creek,	Spanish,	Oct. 55, 1790.
"	365	June 26,	81	Samuel Watson,	John Newman,	400 ⁰ / ₁₀₀	On the waters of Sandy creek,	Do.	March 23, 1795.
"	366	June 26,	83	John Ellis,	Francis Pousett,	200 ⁰ / ₁₀₀	On the waters of the bayou Sara,	Do.	August 20, 1795.
"	367	June 29,	85	Richard King,	John Savage,	1,000 ⁰ / ₁₀₀	On the waters of the bayou Pierre,	Do.	August 14, 1794.
"	368	June 25,	87	David Haxard,	Beesley Puet,	400 ⁰ / ₁₀₀	On the waters of Sandy creek,	Do.	March 10, 1789.
"	369	June 13,	89	Richard Butler,	Ezekiel Forman,	1,000 ⁰ / ₁₀₀	On the waters of the bayou Sara,	Do.	June 30, 1795.
"	370	June 12,	91	Lewis Moore,	William Taber,	2,400 ⁰ / ₁₀₀	On the waters of Cole's creek,	Do.	April 10, 1795.
"	371	June 13,	93	Junice McIntosh,	Stephen Minor,	566 ⁰ / ₁₀₀	On St. Catharine's creek,	Do.	Jan. 26, 1787.
"	372	June 24,	95	Richard P. Smith,	John Ellis,	160 ⁰ / ₁₀₀	On Second creek,	Do.	August 15, 1787.
"	373	June 24,	97	Abram Ellis, assignee of John Ellis,	Richard Carpenter,	1,040 ⁰ / ₁₀₀	On the river Homochitto,	Do.	Jan. 31, 1788.
"	374	June 13,	99	James Carpenter,	James McIntosh,	800 ⁰ / ₁₀₀	On waters of St. Catharine's creek,	Do.	June 30, 1788.
"	375	June 14,	101	James McIntosh,	James McIntyre,	800 ⁰ / ₁₀₀	About six miles S. E. from Natchez,	Do.	Feb. 12, 1788.
"	376	June 14,	103	Samuel Marshall,	James Morison,	350 ⁰ / ₁₀₀	On waters of Fairchild's creek,	Do.	Oct. 8, 1787.
"	377	June 17,	105	Richard King,	Jacob Paul, Sen.	400 ⁰ / ₁₀₀	On waters of St. Catharine's creek,	Do.	April 19, 1793.
"	378	June 19,	107	Isaac Gaillard,	Alexander Henderson,	100 ⁰ / ₁₀₀	On Second creek,	British,	March 27, 1776.
"	379	June 19,	109	Isaac Gaillard,	Adam Bingham,	100 ⁰ / ₁₀₀	On Second creek,	Do.	April 5, 1777.
"	380	June 19,	111	John Henderson,	Lewis Bingham,	200 ⁰ / ₁₀₀	On St. Catharine's creek,	Spanish,	March 6, 1788.
"	381	June 20,	113	Adam Bingham,	Adam Bingham,	1,040 ⁰ / ₁₀₀	On the waters of the bayou Sara,	Do.	Sept. 30, 1793.
"	382	June 17,	115	Adam Bingham,	Adam Bingham,	500 ⁰ / ₁₀₀	On waters of St. Catharine's creek,	Do.	May 15, 1789.
"	383	June 17,	117	Adam Bingham,	Lewis Bingham,	888 ⁰ / ₁₀₀	On St. Catharine's creek,	Do.	May 15, 1789.
"	384	June 17,	119	Adam Bingham,	Adam Bingham,	500 ⁰ / ₁₀₀	On waters of St. Catharine's creek,	Do.	May 15, 1789.
"	385	June 17,	121	Lewis Bingham,	Adam Bingham,	feet,	Adjoining the city of Natchez,	Do.	March 8, 1788.
"	386	June 17,	123	Adam Bingham,	Samuel Flowers,	9,600 ⁰ / ₁₀₀	Near St. Catharine's creek,	Do.	April 21, 1789.
"	387	June 17,	125	Adam Bingham,	Eustice Humphreys,	1,000 ⁰ / ₁₀₀	On the water of Fairchild's creek,	Do.	Feb. 27, 1789.
"	388	June 17,	127	Reuben Gibson,	Bernard Lintot,	acres. 31	Below and near Natchez,	Do.	March 6, 1789.
"	389	June 18,	129	John Courmey,	William Cocke Ellis,	300 ⁰ / ₁₀₀	On the waters of river Homochitto,	Do.	Feb. 16, 1789.
"	390	June 18,	131	The legal representatives of Bernard Lintot,	Bernard Lintot,	800 ⁰ / ₁₀₀	On the waters of St. Catharine's creek,	Do.	July 5, 1786.
"	391	June 18,	133	John Ellis,	John Stittlee,	1,000 ⁰ / ₁₀₀	On the waters of the bayou Pierre,	Do.	Jan. 20, 1793.
"	392	June 18,	135	The legal representatives of Bernard Lintot,	John Minor,	764 ⁰ / ₁₀₀	On the waters of Fairchild's creek,	Do.	June 8, 1792.
"	393	June 18,	137	William Keumet,	Parker Canadine, Sen.	400 ⁰ / ₁₀₀	On St. Catharine's creek,	Do.	March 15, 1789.
"	394	June 19,	139	John Minor,	Richard Harrison,	100 ⁰ / ₁₀₀	On St. Catharine's creek,	Do.	Feb. 15, 1787.
"	395	June 19,	141	Peter Hill,	Richard Harrison,	85 ¹⁰ / ₁₀₀	On St. Catharine's creek,	Do.	Feb. 15, 1787.
"	396	June 20,	143	James Foster,	Zachariah Smith,	345 ⁰ / ₁₀₀	On the waters of Buffalo creek,	Do.	June 30, 1788.
"	397	June 20,	145	James Foster,	Eustice Humphreys,	300 ⁰ / ₁₀₀	On the waters of Fairchild's creek,	Do.	Feb. 27, 1789.
"	398	June 20,	147	Robert Moore,	Richard Harrison,	100 ⁰ / ₁₀₀	On St. Catharine's creek,	Do.	Feb. 15, 1787.
"	399	June 26,	149	Zachariah Smith,	Richard Harrison,	219 ⁰ / ₁₀₀	On St. Catharine's creek,	Do.	Feb. 15, 1787.
"	400	June 18,	151	States Trevlin,	Richard Harrison,	300 ⁰ / ₁₀₀	On the waters of Fairchild's creek,	Do.	Feb. 15, 1787.
"	401	June 18,	153	Asenath Willis,	Richard Harrison,	300 ⁰ / ₁₀₀	On the waters of Fairchild's creek,	Do.	Feb. 15, 1787.

ABSTRACT FOR JULY, 1805—Continued.

Commissioners' certificates.				Claim.		Quantity allowed.	Situation.	Title.	
When entered.	No.	Date.	Recorded.	To whom granted.	Name of original grantee.			Whence derived.	Date of patent.
1805.		1805.				Acres.			
July 10,	352	June 21,	155	Richard Curtis,	Richard Curtis,	400/	On the waters of Cole's creek,	Spanish,	Jan. 25, 1795.
" 10,	353	June 21,	156	Sarah Carter, (late Kemner.)	Sarah Keener,	250/	On Second creek,	Do.	May 21, 1791.
" 10,	354	June 21,	157	John Carter,	Richard Curtis,	500/	On Second creek,	Do.	May 15, 1791.
" 10,	355	June 21,	158	William Barland,	John Barland,	335/	On the waters of river Homochitto,	Do.	Sept. 2, 1788.
" 10,	356	June 21,	159	Hugh Davis,	Landon Davis,	800/	On the waters of river Homochitto,	Do.	Feb. 12, 1788.
" 10,	357	June 21,	160	The legal representatives of Martha Davis,	Martha Davis,	600/	On the waters of river Homochitto,	Do.	Feb. 12, 1788.
" 10,	358	June 21,	161	deceased,	Archibald Palmer,	800/	On the waters of river Homochitto,	Do.	March 15, 1789.
" 10,	359	June 21,	162	Landon Davis,	William Brooks,	240/	On the waters of river Homochitto,	Do.	May 30, 1793.
" 10,	360	June 21,	163	William Brooks,	Jonas Scoggin,	240/	On the waters of the bayou Pierre,	Do.	March 15, 1789.
" 10,	361	June 21,	164	Jonas Scoggin,	Stephen Stephenson,	300/	On the river Mississippi,	Do.	April 3, 1794.
" 10,	362	June 21,	165	Stephen Stephenson,	Alexander Henderson,	433/	About nine miles east from Natchez,	Do.	March 15, 1789.
" 10,	363	June 21,	166	Ebenezer Rice,	John Smith,	430/	On St. Catharine's creek,	Do.	March 6, 1789.
" 10,	364	June 21,	167	John Smith,	Frederick Metz,	300/	On the river Mississippi,	Do.	Sept. 30, 1793.
" 10,	365	June 21,	168	John Smith,	John Smith,	132/	On the waters of Cole's creek,	Do.	March 6, 1789.
" 10,	366	June 21,	169	John Smith,	John Smith,	330/	On the river Mississippi,	Do.	March 23, 1790.
" 10,	367	June 21,	170	Hugh Matthews,	John Stampley,	350/	On the waters of Fairchild's creek,	Do.	Jan. 25, 1794.
" 10,	368	June 21,	171	John Smith,	Thomas Jordan,	100/	On the waters of Fairchild's creek,	Do.	Jan. 1, 1793.
" 10,	369	June 21,	172	Jesse Wilketh,	Waterman Crane,	400/	On the waters of Cole's creek,	Do.	Feb. 27, 1789.
" 10,	370	June 21,	173	Waterman Crane,	Gasper Sinclair,	400/	On the waters of Cole's creek,	Do.	March 15, 1789.
" 10,	371	June 21,	174	Gasper Sinclair,	John Ferguson,	800/	On the waters of St. Catharine's creek,	Do.	May 25, 1791.
" 10,	372	June 21,	175	David Gibson,	Eliz, Maria, Celeste Hutchins,	500/	On the waters of bayou Sara,	Do.	April 3, 1790.
" 10,	373	June 21,	176	Wm. Brooks, in right of his wife Elizabeth,	William Weeks,	277/	On St. Catharine's creek,	Do.	June 8, 1792.
" 10,	374	June 21,	177	Wm. Brooks, in right of his wife Elizabeth,	Samuel Gibson,	150/	On the waters of St. Catharine's creek,	Do.	May 29, 1795.
" 10,	375	June 21,	178	Wm. Brooks, in right of his wife Elizabeth,	William Voudlan,	140/	On the waters of St. Catharine's creek,	Do.	Jan. 16, 1784.
" 10,	376	June 21,	179	Wm. Brooks, in right of his wife Elizabeth,	Samuel Gibson,	350/	On the river Mississippi,	British,	Feb. 11, 1772.
" 10,	377	June 21,	180	The legal representatives of John Campbell,	John Campbell,	500	On the waters of St. Catharine's creek,	Spanish,	Aug. 30, 1795.
" 10,	378	June 21,	181	deceased,	William B. Smith, Sen.	655/	On the waters of Cole's creek,	Do.	Nov. 11, 1778.
" 10,	379	June 21,	182	William B. Smith, Jun.	Helena Spain,	180/	On the waters of Fairchild's creek,	British,	Feb. 12, 1788.
" 10,	380	June 21,	183	Jonathan Guice,	Christopher Guice,	706/	On the waters of Cole's creek,	Spanish,	March 23, 1793.
" 10,	381	June 21,	184	Edward Green,	Edward Green,	58/	On the waters of the bayou Pierre,	Do.	Jan. 1, 1793.
" 10,	382	June 21,	185	Matthew C. Tierney,	Matthew C. Tierney,	400/	On Sandy creek,	Do.	March 20, 1795.
" 10,	383	June 21,	186	Samuel Cooper, and Absalom Griffin,	William Cooper,	800/	On the waters of the bayou Pierre,	Do.	Feb. 16, 1789.
" 10,	384	June 21,	187	Benjamin Brashears,	Jesse Hamilton,	300/	On the waters of Cole's creek,	Do.	June 31, 1788.
" 10,	385	June 21,	188	Jesse Hamilton,	Jesse Hamilton,	200/	On the waters of St. Catharine's creek,	Do.	Aug. 11, 1791.
" 10,	386	June 21,	189	John Griffin,	William Atchinson,	87/	On the waters of Cole's creek,	Do.	July 7, 1789.
" 10,	387	June 21,	190	James Bolls, and Wilson Bolls,	William Voudlan,	1,000/	On the waters of Cole's creek,	Do.	

ABSTRACT FOR JULY, 1805—Continued.

Commissioners' certificates.				Claim.		Title.		
When entered.	No.	Date.	Recorded.	To whom granted.	Name of original grantee.	Quantity allowed.	Situation.	Whence derived.
			Vol.	Page.		Acres.		Date of patent.
1805.		1805.						
July 15,	408	July 9,	2	233	Joseph Sessions,	-	On the waters of Second creek,	October 9, 1777.
" 16,	326	June 19,	2	235	The legal representatives of John Lum, dec'd,	-	On St. Catharine's creek,	Dec. 1, 1794.
" 16,	363	June 24,	2	237	Patrick Foley,	-	On Buffalo creek,	Oct. 25, 1790.
" 16,	371	June 24,	2	239	John Minor,	-	On the waters of Cole's creek,	Jan. 25, 1794.
" 16,	378	June 26,	2	241	David Forman,	-	On the waters of the bayou Sara,	June 30, 1795.
" 16,	379	June 26,	2	243	The legal representatives of Ezekiel Forman, deceased,	-	-	-
" 16,	380	June 26,	2	245	Augustina Forman,	-	On the waters of the bayou Sara,	June 30, 1795.
" 16,	381	June 26,	2	247	Margaretta Forman,	-	On the waters of the bayou Sara,	June 30, 1795.
" 16,	382	June 26,	2	249	Frances Forman,	-	On the waters of the bayou Sara,	June 30, 1795.
" 16,	389	June 26,	2	251	The legal representatives of J. Fowler, dec'd,	-	On St. Catharine's creek,	June 30, 1795.
" 16,	395	July 2,	2	253	Catharine Suget,	-	On the waters of the river Homochitto,	Feb. 28, 1795.
" 17,	391	July 1,	2	255	William G. Forman,	-	On waters of the river Homochitto,	Feb. 27, 1788.
" 17,	392	July 1,	2	257	William G. Forman,	-	On waters of St. Catharine's creek,	April 20, 1784.
" 17,	393	July 1,	2	259	William G. Forman,	-	On waters of St. Catharine's creek,	Jan. 28, 1789.
" 17,	405	July 5,	2	261	Abram Ellis, assignee of John Ellis,	-	On waters of St. Catharine's creek,	Dec. 1, 1794.
" 17,	419	July 9,	2	263	Abram Ellis,	-	On waters of the river Homochitto,	May 26, 1775.
" 17,	422	July 10,	2	265	Isaac Gaillard,	-	On the waters of Second creek,	Feb. 16, 1789.
" 17,	423	July 10,	2	267	Thomas Murray,	-	On the river Homochitto,	May 16, 1791.
" 17,	406	July 9,	2	269	Sarah Mayes,	-	On the river Homochitto,	July 23, 1779.
" 17,	416	July 5,	2	271	Ezekiel Forman,	-	On St. Catharine's creek,	Feb. 28, 1795.
" 17,	417	July 9,	2	273	John Perkins,	-	On the waters of Cole's creek,	Jan. 1, 1793.
" 17,	417	July 9,	2	275	The legal representatives of D. McCoy, dec'd,	-	On the river Homochitto,	May 10, 1789.
" 18,	383	June 26,	2	277	Henry Green,	-	On the waters of Cole's creek,	April 8, 1791.
" 18,	384	June 26,	2	279	Henry Green,	-	On the waters of Cole's creek,	August 14, 1793.
" 18,	385	June 26,	2	281	Henry Green,	-	On the waters of Cole's creek,	Sept. 1, 1795.
" 18,	402	July 5,	2	283	The legal representatives of William Ferguson, deceased,	-	On the waters of Cole's creek,	March 15, 1789.
" 18,	403	July 5,	2	285	The legal representatives of William Ferguson, deceased,	-	On waters of St. Catharine's creek,	August 6, 1778.
" 18,	409	July 9,	2	287	William Dunbar,	-	On the water of Second creek,	May 26, 1787.
" 18,	410	July 9,	2	289	William Dunbar,	-	On the river Mississippi,	Jan. 13, 1795.
" 18,	411	July 9,	2	291	William Dunbar,	-	On the waters of the bayou Sara,	May 16, 1791.
" 18,	412	July 9,	2	293	William Dunbar,	-	On the waters of the bayou Sara,	May 16, 1791.
" 18,	413	July 9,	2	295	William Dunbar,	-	On the waters of the bayou Sara,	May 5, 1794.
" 18,	414	July 9,	2	297	William Dunbar,	-	On the waters of the bayou Sara,	Nov. 20, 1793.
" 18,	418	July 9,	2	299	John Armstrong,	-	On the river Homochitto,	Feb. 27, 1789.
" 19,	420	July 9,	2	301	Ann Dunbar,	-	On the waters of Feliciana creek,	Nov. 20, 1793.
" 19,	421	July 9,	2	303	William Dunbar, Jun.	-	On the waters of Feliciana creek,	Nov. 20, 1793.
" 19,	423	July 16,	2	305	John Wall,	-	On the bayou Sara,	March 20, 1793.
" 19,	434	July 16,	2	307	Jeremiah Coleman,	-	On the waters of Fairchild's creek,	Jan. 28, 1789.
" 19,	435	July 16,	2	309	The legal representatives of G. Griffing, dec'd,	-	On the waters of Fairchild's creek,	Jan. 10, 1794.
" 19,	435	July 16,	2	311	Gabriel Griffing,	-	On the river Big Black,	-

Commissioners' certificates.				Claim.		Title.	
When entered.	No.	Date.	Recorded.	To whom granted.	Name of original grantee.	Quantity allowed.	Situation.
1805.		1805.	Vol. Page.				
July 19,	436	July 16,	2 309	The legal representatives of G. Griffing, dec'd,	Ezekiel Newman,	Acres.	On the river Big Black,
" 20,	437	July 16,	2 311	The legal representatives of G. Griffing, dec'd,	Daniel Douglass,	200/	On the river Big Black,
" 22,	438	July 16,	2 313	The legal representatives of C. Boardman, dec'd,	Moses Bonner,	600/	On the river Big Black,
" 22,	439	July 16,	2 315	Caleb Potter,	Caleb Potter,	540/	On the river Mississippi,
" 22,	427	July 11,	2 317	The legal rep's of Susanna Percy, deceased,	Henry Hegerroeder,	800/	On the waters of Buffalo creek,
" 22,	428	July 11,	2 319	John Ellis,	William Chabot,	1,600/	On Buffalo creek,
" 22,	431	July 11,	2 321	John Ellis,	Jesse Carter,	800/	On the river Homochitto,
" 22,	440	July 18,	2 323	The legal representatives of J. Kirk, dec'd,	James Kirk,	1,930/	On the river Homochitto,
" 22,	441	July 18,	2 325	The legal representatives of J. Kirk, dec'd,	Robert Casbol,	1,930/	Near the river Homochitto,
" 22,	442	July 18,	2 327	Isaac Union, in right of his wife Sarah,	Sarah Lewis,	300/	On the waters of Cole's creek,
" 22,	443	July 18,	2 329	The legal rep's of his wife Sarah,	Richard Goodwin,	600/	Adams county,
" 22,	444	July 18,	2 331	The legal representatives of A. Lewis, dec'd,	Asahel Lewis,	600/	On the river Mississippi,
" 22,	445	July 18,	2 333	The legal rep's of David Williams, deceased,	John Cadwallader, William, Mary, and Ann Williams,	1,000/	Called the Grove Plantation,
" 23,	446	July 18,	2 325	Stephen Ambrose,	Stephen Ambrose,	400/	On the river Homochitto,
" 23,	447	July 18,	2 327	The legal rep's of William Ferguson, dec'd,	Thomas Comstock,	150	Adams County,
" 23,	448	July 19,	2 329	William Ellis,	John Foster,	186/	On waters of St. Catharine's creek,
" 24,	449	July 22,	2 341	The legal rep's of George Cochran, deceased,	Ann Snyder,	600/	On waters of the Petty Gulf creek,
" 24,	450	July 22,	2 343	William Conner, in right of his wife Mary,	Ann Savage,	1,000/	On Second creek,
" 24,	451	July 22,	2 345	Winthrop Sargent, in right of his wife Maria,	Maria McIntosh Williams,	2,690/	On the river Mississippi,
" 24,	452	July 22,	2 347	The legal rep's of D. Williams, deceased,	David Williams,	1,000/	On the river Mississippi,
" 24,	453	July 23,	2 349	The legal rep's of Dorothy Henderson, deceased,	Dorothy Henderson,	300/	On waters of St. Catharine's creek,
" 25,	454	July 23,	2 351	The legal rep's of James Nicholson, deceased,	William Webb,	600/	On the river Mississippi,
" 25,	455	July 23,	2 353	The legal rep's of Wm. Murray, deceased,	Manuel Texada,	400/	On the waters of the river Homochitto,
" 25,	456	July 23,	2 355	The legal rep's of Wm. Murray, deceased,	Stephen de Alba,	400/	On the waters of Cole's creek,
" 25,	457	July 23,	2 357	Lacey Runsey,	Jane Runsey,	2,000/	On the waters of Second creek,
" 25,	458	July 24,	2 359	Ferdinand L. Claiborne and Edward Wood- bridge, assignees of James Wallace,	William O'Conner,	300/	On the waters of Cole's creek,
" 25,	459	July 24,	2 361	F. L. Claiborne, assignee of Patrick Connolly,	Abraham Horton,	179/	On St. Catharine's creek,
" 25,	460	July 24,	2 363	The legal representatives of A. Boyd, dec'd,	Alexander Boyd,	250	On the river Mississippi,
" 25,	461	July 24,	2 365	William Ratcliff,	William Ratcliff,	150	On Second creek,
" 25,	462	July 24,	2 367	Ephraim Blackburn,	Jacob Adams,	233/	On waters of St. Catharine's creek,
" 31,	463	July 25,	2 369	The legal rep's of Patrick Connolly, dec'd,	Dennis Collins,	235/	On Cole's creek,

REGISTER'S OFFICE WEST OF PEARL RIVER, August 1, 1805.

THOS. H. WILLIAMS.

REGISTER A—Continued.

Abstract of Certificates entered with the Register of the Land Office west of Pearl river, during the month of August, 1805, grounded on British and Spanish patents.

Commissioners' certificates.				Claim.		Title.			
When entered.	No.	Date.	Recorded.	To whom granted.	Name of original grantee.	Quantity allowed.	Situation.	Whence derived.	Date of patent.
1805.		1805.							
August 1,	464	July 30,	Vol. 2, Page 371	William McIntosh,	-	-	-	-	-
" 1,	465	July 31,	2 373	The legal representatives of Gabriel Benoist, deceased,	Christian Hortsuck,	Acres. 300 ⁰ / ₇	On the waters of the bayou Sara,	Spanish,	Sept. 1, 1795.
" 1,	466	July 31,	2 375	The legal representatives of Gabriel Benoist, deceased,	Charles Fleurian,	600 ⁰ / ₇	On Fairchild's creek,	Do.	August 8, 1789.
" 5,	467	August 1,	2 377	Daniel Perry, Jun.,	John Stephen Boree,	1,050 ⁰ / ₇	On Fairchild's creek,	Do.	May 12, 1789.
" 5,	468	August 1,	2 379	Jonathan Rucker, in right of his wife Ann,	Daniel Perry, Jun.,	733 ⁰ / ₇	On the waters of Cole's creek,	Do.	March 15, 1789.
" 5,	469	August 1,	2 381	Barnabas Perry,	Daniel Perry, Sen.,	250	On the waters of Cole's creek,	Do.	May 6, 1776.
" 5,	470	August 1,	2 383	James McIntosh,	Daniel Perry, Sen.,	326	On Second creek,	Do.	Sept. 21, 1772.
" 5,	471	August 1,	2 385	John Noble Taylor, and the legal representatives of James Dallas, deceased,	Daniel Clark,	1,000	Near the city of Natchez,	Do.	Jan. 15, 1768.
" 5,	472	August 1,	2 387	Daniel Clark,	Daniel Clark, Sen.,	2,000	Near the city of Natchez,	Do.	Jan. 15, 1768.
" 5,	473	August 1,	2 389	Daniel Clark,	Cesar Archonard,	800 ⁰ / ₇	Wilkinson county,	Spanish,	March 29, 1794.
" 5,	474	August 1,	2 391	Daniel Clark,	Marcos Olivares,	1,000 ⁰ / ₇	On the waters of Cole's creek,	Do.	May 26, 1787.
" 6,	475	August 1,	2 393	Daniel Clark,	Bartholomew Le Breton,	800 ⁰ / ₇	On the river Mississippi,	Do.	June 14, 1787.
" 6,	476	August 1,	2 395	Daniel Clark,	Daniel Clark, Sen.,	1,000 ⁰ / ₇	Wilkinson county,	Do.	Jan. 28, 1789.
" 9,	477	August 7,	2 397	The legal representatives of Thomas Tyler, deceased,	Daniel Clark, Sen.,	5,800 ⁰ / ₇	On the waters of the bayou Sara,	Do.	April 9, 1794.
" 9,	478	August 7,	2 399	The legal representatives of Thomas Tyler, deceased,	Peter Canis,	800 ⁰ / ₇	On the waters of Cole's creek,	Do.	August 31, 1790.
" 9,	479	August 8,	2 401	George Overaker,	Richard Bacon,	131 1 ⁰ / ₂ f. 100	On the river Mississippi,	Do.	April 20, 1784.
" 19,	480	August 8,	2 403	William Conner,	Richard Bacon,	200	On the river Mississippi,	Do.	April 20, 1784.
" 19,	481	August 8,	2 405	John Bolle,	Samuel Lewis,	100	On Second creek,	Do.	March 27, 1776.
" 19,	482	August 9,	2 407	John Jones,	Sarah Lewis,	400 ⁰ / ₇	On Second creek,	Do.	March 27, 1776.
" 19,	483	August 12,	2 409	John Jones,	John R. Wiley,	100	On the waters of the bayou Pierre,	Do.	August 30, 1793.
" 19,	484	August 15,	2 411	David Douglass,	David Greenleaf,	500 ⁰ / ₇	On the waters of Cole's creek,	Spanish,	June 18, 1793.
" 19,	485	August 15,	2 413	Thomas Burling,	David Douglass,	200 ⁰ / ₇	On the river Mississippi,	Do.	July 20, 1793.
" 19,	486	August 15,	2 415	The legal representatives of Joseph Bernard, deceased,	Thomas Burling,	1,000 ⁰ / ₇	On the river Mississippi,	Do.	Dec. 3, 1787.
" 19,	487	August 15,	2 417	Benjamin Farar,	Joseph Bernard,	500 ⁰ / ₇	Adams county,	Do.	March 15, 1789.
" 19,	488	August 15,	2 419	William Dunbar,	Michael Fortier,	2,650 ⁰ / ₇	On the river Mississippi,	Do.	Jan. 28, 1787.
" 19,	489	August 15,	2 421	David Greenleaf,	William Brown,	450 ⁰ / ₇	On the waters of the bayou Pierre,	Do.	August 8, 1789.
" 19,	490	August 15,	2 423	Adam Bingaman,	Daniel Perry,	100 ⁰ / ₇	On the waters of Cole's creek,	Do.	Feb. 25, 1789.
" 19,	491	August 15,	2 425	Isaac Newman,	Mark Oiler,	101 ⁰ / ₇	On St. Catharine's creek,	Do.	Feb. 10, 1789.
" 19,	492	August 15,	2 427	Ebenezer Rees,	Charles King,	375 ⁰ / ₇	On the waters of Cole's creek,	Do.	April 8, 1791.
" 19,	493	August 15,	2 429	James Hoggart and John Bell,	Frances Cousnet,	800 ⁰ / ₇	On the waters of Cole's creek,	Do.	July 7, 1789.
" 19,	494	August 15,	2 431	Ebenezer Rees,	William Richet,	500 ⁰ / ₇	On the waters of Cole's creek,	Do.	August 30, 1793.
" 19,	495	August 15,	2 433	Charles F. Todd,	William Thomas,	400 ⁰ / ₇	On the waters of Cole's creek,	Do.	June 20, 1793.
" 19,	496	August 15,	2 435	Ebenezer Rees,	James Spain,	300 ⁰ / ₇	On the waters of Cole's creek,	Do.	Jan. 10, 1794.
" 19,	497	August 15,	2 437	Ebenezer Rees,	William Burch,	300 ⁰ / ₇	On the waters of Cole's creek,	Do.	Jan. 10, 1794.

ABSTRACT FOR AUGUST, 1805—Continued.

Commissioners' certificates.				Claim.		Title.	
When entered.	No.	Date.	Recorded.	To whom granted.	Name of original grantee.	Quantity allowed.	Situation.
			Vol. Page.			Acres.	
1805.		1805.					
Aug. 33,	497	August 15,	2 437	Ebenezer Rees,	Ephraim Bates,	400 ^f .	On Sandy creek, -
" 34,	498	August 15,	2 437	Ebenezer Rees,	William Lee, -	400 ^f .	On Sandy creek, -
" 34,	499	August 15,	2 441	William Collins and Elijah Cushing,	Thomas Jordan, -	400 ^f .	On the waters of Fairchild's creek,
" 23,	500	August 15,	2 443	Robert Dunbar,	Robert Dunbar,	2,000 ^f .	On the waters of Cole's creek,
" 26,	501	August 19,	2 445	The legal representatives of David Kennedy, deceased,	Jonas Scoggin,	160 ^f .	On the river Mississippi,
" 26,	502	August 19,	2 447	Robert Turner,	Thomas Jordan,	100 ^f .	On the waters of Fairchild's creek,
" 26,	503	August 19,	2 449	Stephen Bullock,	James Allen Matthews,	400 ^f .	On the bayou Pierre,
" 26,	504	August 19,	2 451	James Allen Matthews, in right of his wife Elizabeth,	John Ferguson,	10 ^f .	On the waters of St. Catharine's cr.
" 26,	505	August 19,	2 453	James Allen Matthews,	John Ferguson,	acs. 27	On the waters of St. Catharine's cr.
" 26,	506	August 21,	2 455	Alexander Montgomery,	Benjamin Curtis,	250 ^f .	On the waters of St. Catharine's cr.
" 26,	507	August 21,	2 457	The legal representatives of Henry King,	James Cole,	800 ^f .	On the waters of Cole's creek,
" 26,	508	August 21,	2 459	The legal representatives of Narsworthy Hunter, deceased,	Henry Hunter,	acs. 150	On the waters of the bayou Sara,
" 26,	509	August 21,	2 461	Samuel P. Moore, James Moore, and Robert Moore,	Wm. Walter, & Alex. Moore,	1,500	On the river Mississippi,
" 28,	510	August 26,	2 463	Joseph Sessions,	William Ratliff,	200 ^f .	On the waters of Sandy creek,
" 28,	511	August 26,	2 465	William Nealans,	Anthony Hogzatt,	100 ^f .	On the waters of Sandy creek,
" 28,	512	August 26,	2 467	William Nealans,	William Ratliff,	100 ^f .	On the waters of Sandy creek,
" 28,	513	August 26,	2 469	Leonard Pomet,	Andrew Gill,	Lot No. 2, of sq. No. 2, in city of Natchez,	Jan. 7, 1795.
" 28,	514	August 26,	2 471	Abijah Hunt,	Benjamin Mousanto,	Lot No. 1, of sq. No. 3, in city of Natchez,	Jan. 23, 1793.
" 28,	515	August 26,	2 473	John Minor,	John Minor,	Lot No. 1 & 2, of sq. No. 6, in city of Natchez,	Jan. 2, 1795.
" 28,	516	August 26,	2 475	Emice McIntosh,	Emice McIntosh,	Lot No. 3, of sq. No. 6, in city of Natchez,	Jan. 15, 1795.
" 28,	517	August 26,	2 477	William Dunbar,	William Dunbar,	Lot No. 4, of sq. No. 6, in city of Natchez,	Dec. 15, 1795.
" 29,	518	August 27,	2 479	James Moore,	Jeremiah Routh,	Lot No. 2, of sq. No. 12, in city of Natchez,	June 15, 1795.
" 29,	519	August 27,	2 481	Christopher Miller,	James Moore,	Part of lot No. 1, of sq. No. 12, in Natchez,	June 15, 1795.
" 29,	520	August 27,	2 483	Thomas Hardesty,	James Moore,	Part of lot No. 1, of sq. No. 12, in Natchez,	Jan. 15, 1795.
" 29,	521	August 27,	2 485	Samuel Gibson,	Justus King,	500 ^f .	On the waters of the bayou Pierre,
" 29,	522	August 27,	2 487	John Perkins,	James Moore,	Part of lot No. 1, of sq. No. 12, in Natchez,	Jan. 19, 1793.
" 29,	523	August 27,	2 489	The legal representatives of William Vousdan, deceased,	William Vousdan,	10 ^f .	In the city of Natchez,
" 29,	524	August 27,	2 491	The legal representatives of George Cochran, deceased,	Stephen Minor,	13 ⁸⁵ / ₁₀₀ f.	In the city of Natchez,
" 29,	525	August 27,	2 493	The legal representatives of George Cochran, deceased,	George Cochran,	10 ^f .	Near the city of Natchez,
" 29,	526	August 27,	2 495	John Girault,	John Girault,	9 ⁸⁵ / ₁₀₀ f.	Near the city of Natchez,
" 29,	527	August 27,	2 497	Palser Shilling,	Phillipi Engel,	10 ^f .	In the city of Natchez,
" 30,	528	August 27,	2 499	Peter Walker,	Peter Walker,	10 ^f .	In the city of Natchez,
" 30,	529	August 27,	2 501	Peter Walker,	Louis Valleret,	4 ^f .	In the city of Natchez,
" 30,	530	August 27,	2 503	Daniel Douglass,	Daniel Douglass,	10 ^f .	In the city of Natchez,
" 30,	530	August 27,	2 503	Daniel Douglass,	Daniel Douglass,	10 ^f .	In the city of Natchez,

ABSTRACT FOR AUGUST, 1805—Continued.

Commissioners' certificates.				Claim.			Title.	
When entered.	No.	Date.	Recorded.	To whom granted.	Name of original grantee.	Quantity allowed.	Situation.	Whence derived.
1805.		1805.						
Aug. 31,	531	August 28,	Vol. 2, Page 505	John Ellis,	Seth Dond,	Acres	On the waters of Second creek,	Sept. 8, 1777.
" 31,	532	August 28,	2 506	William Conner, and Mary his wife,	Robert Robertson,	113	On Second creek,	Dec. 14, 1776.
" 31,	533	August 28,	2 509	Ann Martin,	Margaret Williams,	Lot No. 4, of sq. No. 35, in city of Natchez,	On the waters of Cole's creek,	Sept. 30, 1785.
" 31,	534	August 28,	2 511	John Smith,	Jacob Philippi,	600	On the waters of Cole's creek,	July 32, 1788.
" 31,	535	August 28,	2 513	Adam Bingham,	James Watkins,	500	On the waters of Cole's creek,	July 29, 1769.
" 31,	536	August 28,	2 515	Daniel McGilivray,	Daniel McGilivray,	300	On the waters of Cole's creek,	May 25, 1779.
" 31,	537	August 28,	2 517	David Lattimore and William Lattimore,	John Wilson,	Part of lots No. 3 & 4, of sq. No. 11, Natchez,	On the waters of Cole's creek,	Feb. 16, 1795.
" 31,	538	August 28,	2 519	John Rab,	John Wilson,	Part of lots No. 3 & 4, of sq. No. 11, Natchez,	On the waters of Cole's creek,	Feb. 16, 1795.
" 31,	539	August 28,	2 521	The legal representatives of Charles Watrons, deceased,	Francis Lennon,	5/10	Near the city of Natchez,	Feb. 6, 1795.
" 31,	540	August 28,	2 523	Ann Dunbar,	Ann Dunbar,	10 1/2	Near the city of Natchez,	Sept. 4, 1794.

REGISTER'S OFFICE WEST OF PEARL RIVER, September 1, 1805.

THOS. H. WILLIAMS.

ABSTRACT FOR SEPTEMBER, 1805—Continued.

Commissioners' certificates.				Claim.		Title.	
When entered.	No.	Date.	Recorded.	To whom granted.	Name of original grantee.	Quantity allowed.	Situation.
1805.		1805.					
Sept. 13,	581	Sept. 11,	Vol. 3, Page 35	Abijah Hunt,	David Odem,	Acres. 195 $\frac{1}{2}$	On the waters of Cole's creek,
" 13,	582	Sept. 11,	3 37	John Girault,	David Odem,	Lot No. 15	19, in the town of Greenville,
" 13,	583	Sept. 11,	3 39	Edward Turner,	William Bell,	400 $\frac{1}{2}$	On the waters of Cole's creek,
" 14,	584	Sept. 16,	3 41	William Chapoy,	Clement Dyson,	160 $\frac{1}{2}$	On the waters of Fairchild's creek,
" 17,	585	Sept. 16,	3 43	John Courtney,	Joshua Collins,	200 $\frac{1}{2}$	On the waters of Fairchild's creek,
" 17,	586	Sept. 16,	3 45	Stephen Scriber,	Joseph Dove,	240 $\frac{1}{2}$	On the waters of Buffalo creek,
" 17,	587	Sept. 16,	3 47	Joseph Dove,	Ismer Andrews,	100 $\frac{1}{2}$	On the waters of St. Catharine's cr.
" 17,	588	Sept. 16,	3 51	Israel Lennard,	Alexander Boyd,	200 $\frac{1}{2}$	On the waters of river Big Black,
" 17,	589	Sept. 16,	3 53	Jacob Stempley,	Charles Adams,	81 $\frac{1}{2}$	On the waters of St. Catharine's cr.
" 17,	590	Sept. 16,	3 55	Christian Harman,	Charles Adams,	360 $\frac{1}{2}$	On the river Mississippi,
" 17,	591	Sept. 16,	3 57	John Strupers,	John Lovelace,	440 $\frac{1}{2}$	On the waters of Buffalo creek,
" 17,	592	Sept. 16,	3 59	John Lovelace,	John Lejeune,	200 $\frac{1}{2}$	On the waters of Cole's creek,
" 17,	593	Sept. 16,	3 61	John Wall,	William Owens,	460 $\frac{1}{2}$	On the waters of Buffalo creek,
" 17,	594	Sept. 16,	3 63	John Wall,	William Henderson,	800 $\frac{1}{2}$	On the river Mississippi,
" 17,	595	Sept. 16,	3 65	The legal representatives of Wm. Owens, dec'd,	John Girault,	716 $\frac{1}{2}$	On the bayou Pierre,
" 17,	596	Sept. 16,	3 67	Thomas Wilkins and Stephen Minor,	Alexander Moore,	1,000 $\frac{1}{2}$	On the waters of the bayou Pierre,
" 17,	597	Sept. 16,	3 69	Robert Moore,	Samuel Gibson,	Lot No. 2	1, sq. No. 2, in town of Gibson Port,
" 17,	598	Sept. 16,	3 71	Abijah Hunt,	Christian Harman,	600 $\frac{1}{2}$	On the waters of St. Catharine's cr.
" 17,	600	Sept. 16,	3 73	William Lindsey and Co.	William Daniel,	105 $\frac{1}{2}$	On the waters of Cole's creek,
" 17,	601	Sept. 16,	3 75	Nicholas Robb,	Samuel Flowers,	900 $\frac{1}{2}$	On the river Mississippi,
" 18,	602	Sept. 17,	3 77	Timothy O'Harra,	William Butler,	10 $\frac{1}{2}$	On the city of Natchez,
" 18,	603	Sept. 17,	3 79	Samuel Farar, in right of his wife Mary,	Joseph Vidal,	30 $\frac{1}{2}$	Near the city of Natchez,
" 18,	604	Sept. 18,	3 81	James Williams,	Stephen Minor,	19 $\frac{1}{2}$	Near the city of Natchez,
" 18,	605	Sept. 18,	3 83	James Williams,	Joseph Vidal,	208 $\frac{1}{2}$	Near the city of Natchez,
" 18,	606	Sept. 18,	3 85	Stephen Minor,	Stephen Minor,	31 $\frac{1}{2}$	Near the city of Natchez,
" 18,	607	Sept. 18,	3 87	John Steele,	Elizabeth Whipple,	800 $\frac{1}{2}$	On the waters of the bayou Pierre,
" 18,	608	Sept. 18,	3 89	John Steele,	Manuel Gayoso de Lemos,	730 $\frac{1}{2}$	Near the city of Natchez,
" 18,	609	Sept. 18,	3 91	Stephen Minor,	Stephen Minor,	12 $\frac{1}{2}$	Near the city of Natchez,
" 18,	610	Sept. 18,	3 93	Stephen Minor,	Lacey Rumsey,	600 $\frac{1}{2}$	On the waters of Fairchild's creek,
" 18,	611	Sept. 18,	3 95	Stephen Minor,	John Murdoch,	250 $\frac{1}{2}$	On the waters of Cole's creek,
" 18,	612	Sept. 18,	3 97	David Ferguson,	William Smith,	400 $\frac{1}{2}$	On the waters of the bayou Pierre,
" 18,	613	Sept. 18,	3 99	Abijah Hunt and William G. Forman,	Patrick Gurnet,	240 $\frac{1}{2}$	On the waters of Cole's creek,
" 18,	614	Sept. 18,	3 101	William Smith,	Stephen Cole,	300 $\frac{1}{2}$	On the waters of Cole's creek,
" 18,	615	Sept. 18,	3 103	Patrick Gurnet,	Richard Miller,	200 $\frac{1}{2}$	On the waters of St. Catharine's cr.
" 18,	616	Sept. 18,	3 105	William Thomas,	John Newton,	330 $\frac{1}{2}$	On Second creek,
" 18,	617	Sept. 18,	3 107	Richard Miller,	John O'Connor,	100 $\frac{1}{2}$	On Buffalo creek,
" 18,	618	Sept. 18,	3 109	Joshua Howard,	Josiah Flowers,	330 $\frac{1}{2}$	On the waters of the bayou Pierre,
" 18,	619	Sept. 18,	3 111	John O'Connor,	Josiah Mitchell,	159 $\frac{1}{2}$	On the waters of St. Cath's cr.
" 18,	620	Sept. 18,	3 113	Josiah Flowers,			
" 18,	621	Sept. 18,	3 115	Samuel C. Young,			
" 23,	631	Sept. 20,					

ABSTRACT FOR SEPTEMBER, 1805—Continued.

Commissioners' certificates.				Claim.		Quantity allowed.	Situation.	Whence derived.	Title.
When entered.	No.	Date.	Recorded.	To whom granted.	Name of original grantee.				
		1805.	Vol. Page.						
Sept. 23,	622	Sept. 20,	3 117	Samuel C. Young,	-	-	Acres.	-	-
" 23,	623	Sept. 20,	3 119	Joseph Killian and Abraham Galtney,	-	-	200 $\frac{1}{2}$.	-	-
" 23,	624	Sept. 20,	3 121	The legal representatives of Martin Hestler, deceased,	Daniel Baker, - George Killian,	-	600 $\frac{1}{2}$.	Spanish, Do.	April 30, 1784. March 15, 1789.
" 23,	625	Sept. 20,	3 123	The legal representatives of Elias Bonnell, deceased,	Martin Hestler,	-	500 $\frac{1}{2}$.	Do.	Sept. 1, 1795.
" 23,	626	Sept. 20,	3 125	Israel Smith,	John Girault,	-	351 $\frac{1}{2}$.	Do.	March 15, 1789.
" 24,	627	Sept. 23,	3 127	David McFarlan,	David Mitchell,	-	14 $\frac{1}{2}$.	Do.	April 3, 1790.
" 24,	628	Sept. 23,	3 129	The legal representatives of George Cochran, deceased,	David McFarlan,	-	400 $\frac{1}{2}$.	Do.	August 30, 1795.
" 25,	629	Sept. 24,	3 131	James Moore,	Lewis Evans,	-	Lot No. 1, sq. No. 12, in city of Natchez,	Do.	June 20, 1795.
" 25,	630	Sept. 24,	3 133	Israel Smith and Christian Gilbert,	James Moore,	-	Part of	Do.	Jan. 15, 1795.
" 25,	631	Sept. 24,	3 135	Adam Bugeanan,	Samuel Phipps,	-	400 $\frac{1}{2}$.	Do.	April 9, 1790.
" 25,	632	Sept. 24,	3 137	Daniel Clark,	Christian Bugeanan,	-	450 $\frac{1}{2}$.	Do.	March 8, 1788.
" 25,	633	Sept. 24,	3 139	Elizabeth Whittle,	Daniel Clark, Sen.	-	1,023 $\frac{1}{2}$.	Do.	Feby 6, 1787.
" 25,	634	Sept. 24,	3 141	David Lattimore, assignee of Thomas Frazier,	William Brocus,	-	196 $\frac{1}{2}$.	Do.	July 20, 1786.
					William Brocus,	-	26	Do.	July 30, 1786.

THOS. H. WILLIAMS.

REGISTER'S OFFICE WEST OF PEARL RIVER, October 1, 1805.

REGISTER A—Continued.

Abstract of certificates entered with the Register of the Land Office west of Pearl river, during the month of October, 1865, grounded on British and Spanish patents.

Commissioners' certificates.				Claim.		Quantity allowed.	Situation.	Whence derived.	Title.
When entered.	No.	Date.	Recorded.	To whom granted.	Name of original grantee.				
1865.		1865.	Page.			Acres.			
October 1,	635	Sept. 25,	3	Abijah Hunt and William G. Forman,	John Murdock,	500f.	On the waters of Cole's creek,	Spanish,	Aug. 14, 1794.
" "	636	Sept. 25,	3	Abijah Hunt and William G. Forman,	John Murdock,	400f.	On the waters of Cole's creek,	Do.	Aug. 14, 1794.
" 1,	637	Sept. 25,	3	Abijah Hunt and William G. Forman,	John Murdock,	500f.	On the waters of Cole's creek,	Do.	Aug. 14, 1794.
" 1,	638	Sept. 25,	3	Abijah Hunt and William G. Forman,	John Murdock,	500f.	On the waters of Cole's creek,	Do.	March 25, 1795.
" 2,	639	Sept. 26,	3	Thomas Brashear,	Reuben Proctor,	200f.	On the waters of the bayou Pierre,	Do.	Oct. 21, 1791.
" 2,	640	Sept. 26,	3	Anthony Dougherty,	Benjamin Bealk,	137f.	Near the city of Natchez,	Do.	May 6, 1786.
" 3,	641	Sept. 26,	3	Anthony Dougherty,	John Lusk,	137f.	Near the city of Natchez,	Do.	April 28, 1784.
" 3,	642	Sept. 27,	3	Christopher Miller,	Daniel Douglass,	part of lot No. 2, of sq. 11, in city Nat'l.	Near the city of Natchez,	Do.	March 3, 1795.
" 4,	643	Sept. 27,	3	Daniel Douglass,	Daniel Douglass,	1, & pt. lot No. 2, sq. 11, in city Nat'l.	1, & pt. lot No. 2, sq. 11, in city Nat'l.	Do.	March 3, 1795.
" 5,	644	Sept. 27,	3	Tellair Monson,	William Barland,	lots No. 2 & 4, of sq. No. 15, in city Natch.	On the waters of the bayout Sara,	Do.	May 8, 1786.
" 5,	645	October 9,	3	The legal representatives of Francis Poussett, deceased,	Tellair Monson,	400f.	On the waters of the bayout Sara,	Do.	April 10, 1795.
" 5,	646	October 9,	3	Daniel Clark,	Francis Poussett,	1,000f.	On the waters of the bayout Sara,	Do.	March 22, 1795.
" 8,	647	October 9,	3	William Williams,	Daniel Clark, senior,	600f.	On the river Mississippi,	Do.	Sept. 30, 1793.
" 8,	648	October 9,	3	James Gibson,	William Williams,	800f.	On the waters of the bayou Sara,	Do.	Aug. 30, 1795.
" 8,	649	October 9,	3	Anthony Dougherty,	Daniel Miller,	300f.	On the waters of the bayou Pierre,	Do.	Sept. 30, 1793.
" 8,	650	October 9,	3	Job Routh and Jeremiah Routh,	John Row,	87f.	Near the city of Natchez,	Do.	May 15, 1795.
" 8,	651	October 9,	3	James Williams,	John Row,	83f.	Near the city of Natchez,	Do.	May 15, 1795.
" 8,	652	October 9,	3	Robert Taylor and Isaac Taylor,	Toussaint Chabot,	1,600f.	On Buffalo creek,	Do.	July 7, 1789.
" 9,	653	October 9,	3	The legal representatives of Jacob Cowperthwaite, deceased,	Jacob Cowperthwaite,	200f.	On the waters of Fairchild's creek,	Do.	Oct. 8, 1787.
" 10,	655	October 3,	3	Richard Graves,	Jacob Cowperthwaite,	800f.	On the waters of Fairchild's creek,	Do.	Oct. 8, 1787.
" 10,	656	October 3,	3	George Rapalje, in right of his wife Jane,	Caleb Weeks,	423.28	On the waters of the bayou Sara,	Do.	May 23, 1791.
" 14,	657	October 12,	3	Nathan Swayze, one of the legal representatives of Samuel Swayze, deceased,	Jane Rapalje,	1,000f.	On the waters of the river Homochitto,	Do.	Feb. 10, 1789.
" 14,	658	October 12,	3	Samuel Swayze, one of the legal representatives of Samuel Swayze, deceased,	Amos Ogden,	660	On the river Homochitto,	British,	Oct. 27, 1772.
" 14,	659	October 12,	3	Elizah Swayze, one of the legal representatives of Samuel Swayze, deceased,	Amos Ogden,	786½	On the river Homochitto,	Do.	Oct. 27, 1772.
" 14,	660	October 12,	3	The legal representatives of Obediah Brown, deceased, in right of his wife Penelope, dec.	Amos Ogden,	660	On the river Homochitto,	Do.	Oct. 27, 1772.
" 14,	661	October 12,	3	Hannah Curtis, one of the legal representatives of Samuel Swayze, deceased,	Amos Ogden,	1,276	On the river Homochitto,	Do.	Oct. 27, 1772.
" 14,	662	October 12,	3	Rhoda Lambert, one of the legal representatives of Samuel Swayze, deceased,	Amos Ogden,	1,026½	On the river Homochitto,	Do.	Oct. 27, 1772.
" 14,	663	October 12,	3	The legal representatives of Stephen Swayze, deceased,	Amos Ogden,	1,026½	On the river Homochitto,	Do.	Oct. 27, 1772.
" 14,	663	October 12,	3	The legal representatives of Stephen Swayze, deceased,	Amos Ogden,	1,026½	On the river Homochitto,	Do.	Oct. 27, 1772.

Commissioners' Certificates.				Claim.		Quantity allowed.	Situation.	Title.	
When entered.	No.	Date.	Recorded.	To whom granted.	Name of the original grantee.			Whence derived.	Date of patent.
1805.									
Oct. 14,	664	1805. October 12,	Vol. 3 Page 201	The legal representatives of Samuel Swayze, deceased,	Amos Ogden, -	Acres. 464	On the river Homochitto, -	British,	Oct. 27, 1772.
" 14,	665	October 12,	3 303	Gabriel Swayze, one of the legal representatives of Richard Swayze, deceased,	Amos Ogden, -	3,057	On the river Homochitto, -	Do.	Oct. 27, 1772.
" 14,	666	October 12,	3 305	Richard Swayze, one of the legal representatives of Richard Swayze, deceased,	Amos Ogden, -	1,598	On the river Homochitto, -	Do.	Oct. 27, 1772.
" 14,	667	October 12,	3 307	Caleb King, in right of his wife Mary, Sarah Swayze, wife of Richard Swayze, deceased,	Amos Ogden, -	898	On the river Homochitto, -	Do.	Oct. 27, 1772.
" 14,	668	October 12,	3 209	Job Cory, in right of his wife Lydia, James McIntosh, -	Amos Ogden, -	1,038	On the river Homochitto, -	Do.	Oct. 27, 1772.
" 15,	669	Sept. 5,	3 211	Samuel Osborn, -	Charles de Grand Pré, -	728	On the river Homochitto, -	Spanish,	Aug. 13, 1787.
" 15,	670	October 14,	3 213	States Trevilian, -	James Cole, -	2,847	On the river Homochitto, -	British,	March 20, 1778.
" 15,	671	October 14,	3 217	Henry Turner and Company, -	James Cole, -	412	On the waters of Cole's creek, -	British,	March 20, 1778.
" 15,	672	October 14,	3 219	Stephen B. Minor and William Minor, -	Edward McCabe, -	137	On the waters of Cole's creek, -	British,	March 20, 1778.
" 15,	673	October 14,	3 221	Maria Page, -	Stephen Minor, -	part of	Lot No. 4, of sq. No. 3, in city Nat. -	Spanish,	July 15, 1794.
" 15,	674	October 14,	3 223	James McIntosh, -	James Page, -	800	On the waters of Cole's creek, -	Do.	July 7, 1789.
" 15,	675	October 14,	3 225	Eunice McIntosh, -	Stephen Minor, -	1,180	On the waters of the river Big Black, -	Do.	June 18, 1795.
" 15,	676	October 14,	3 227	The legal representatives of William Ferguson, deceased, -	James McIntosh, -	800	On the waters of the bayou Sara, -	Do.	March 22, 1795.
" 20,	677	October 15,	3 229	James Williams, -	Eunice McIntosh, -	800	On the waters of the bayou Sara, -	Do.	March 22, 1795.
" 20,	678	October 19,	3 331	Robert K. Moore, William Wykoff, and William G. Garland, -	James Robertson, -	250	On the waters of St. Catharine's cr. -	British,	Nov. 19, 1777.
" 20,	679	October 19,	3 233	Robert Cochran, -	Jason Lawrence, -	1,000	On the river Homochitto, -	Spanish,	March 15, 1789.
" 30,	680	October 19,	3 235	David Ferguson, -	Ebenezer Dayton, -	400	On the river Homochitto, -	Do.	March 29, 1793.
" 21,	681	October 19,	3 237	Manuel G. de Texada, -	Peter Piernas, -	93	In the city of Natchez, -	Do.	Feb. 24, 1793.
" 21,	682	October 19,	3 239	William Scott, -	David Ferguson, -	1,000	On the waters of Cole's creek, -	Do.	Aug. 14, 1793.
" 21,	683	October 19,	3 241	The legal representatives of George Cochran, deceased, -	Michael Solabellas, -	lot No. 3, of sq. 2, in the city of Natchez, -	Do.	Do.	May 7, 1793.
" 21,	684	October 19,	3 243	John Eldergill, -	William Scott, -	lots No. 1, of sq. No. 20, in city of Natchez, -	Do.	Do.	Jan. 15, 1795.
" 30,	685	October 26,	3 245	The legal representatives of Patrick Connolly, deceased, -	George Cochran, -	lot No. 2, of sq. No. 18, in city of Natchez, -	Do.	Do.	June 20, 1795.
" 30,	686	October 26,	3 247	George W. Humphreys, -	John Eldergill, -	lot No. 4, of sq. No. 32, in city of Natchez, -	Do.	Do.	Jan. 14, 1795.
" 30,	687	October 28,	3 249		Richard King, -	lot No. 500	On the waters of the bayou Pierre, -	Do.	March 12, 1795.
					William Vonsidan, -			British,	March 19, 1779.

REGISTER'S OFFICE WEST OF PEARL RIVER, November 5, 1805.

THOS. H. WILLIAMS.

REGISTER A—Continued.

Abstract of all the certificates entered with the Register of the Land Office west of Pearl river, during the month of February, 1806, grounded on British and Spanish patents.

Commissioners' Certificates.				Claim.		Title.	
When entered.	No.	Date.	Recorded.	To whom granted.	Name of original grantee.	Quantity allowed.	Situation.
			Vol.	Page.		Acres.	
1806.		1806.					
Feb. 1,	688	January 6,	3	251	Legal representatives of David Mitchell.	-	-
" 1,	689	January 6,	3	253	Richard Prosper, Eliza, Catharine, and William Henry King.	-	-
" 1,	690	January 6,	3	255	Thomas Calvit, assignee of Mary Oliver.	-	-
" 1,	691	January 6,	3	257	James Moore.	-	-
" 1,	692	January 6,	3	259	James Moore.	-	-
" 1,	693	January 6,	3	261	Legal representatives of Thomas Tyler.	-	-
" 1,	694	January 6,	3	263	Legal representatives of William Moore.	-	-
" 1,	695	January 6,	3	265	Legal representatives of William Henderson.	-	-
" 1,	696	January 6,	3	267	William Neely.	-	-
" 1,	697	January 6,	3	269	Martin and Ralph Price.	-	-
" 1,	698	January 7,	3	271	Daniel Douglass.	-	-
" 1,	699	January 7,	3	273	Nicholas G. Ridgley.	-	-
" 1,	700	January 7,	3	275	Nicholas G. Ridgley.	-	-
" 1,	701	January 7,	3	277	Abijah Hunt.	-	-
" 1,	702	January 7,	3	279	Abijah Hunt.	-	-
" 1,	703	January 7,	3	281	William G. Korman.	-	-
" 1,	704	January 7,	3	283	David Greenleaf.	-	-
" 1,	705	January 7,	3	285	John Collins.	-	-
" 1,	706	January 7,	3	287	Legal representatives of Daniel Clark, sen.	-	-
" 1,	707	January 7,	3	289	Daniel Clark.	-	-
" 1,	708	January 7,	3	291	Daniel Clark.	-	-
" 1,	709	January 7,	3	293	Peter B. Bruin.	-	-
" 3,	710	January 8,	3	295	Legal representatives of William Henderson.	-	-
" 3,	711	January 8,	3	297	Legal representatives of William Henderson.	-	-
" 3,	712	January 8,	3	299	Legal representatives of William Henderson.	-	-
" 3,	713	January 8,	3	301	Legal representatives of William Henderson.	-	-
" 3,	714	January 8,	3	303	Legal representatives of William Ryan.	-	-
" 3,	715	January 13,	3	305	Richard Green.	-	-
" 3,	716	January 13,	3	307	Edward King.	-	-
" 3,	717	January 13,	3	309	Legal representatives of Andrew Hare.	-	-
" 3,	718	January 13,	3	311	Martha and Mary Rhea.	-	-
" 3,	719	January 13,	3	313	John Hopkins.	-	-
" 3,	720	January 13,	3	315	John Hopkins.	-	-
" 3,	721	January 13,	3	317	John Hopkins, assignee of John Smith.	-	-
" 8,	722	January 13,	3	319	Stephen Minor.	-	-
" 8,	723	January 15,	3	321	Melling Woolley.	-	-
" 8,	724	January 15,	3	323	Robert and George Cochran.	-	-
" 8,	725	January 15,	3	325	George Furney.	-	-
					Amos Ogden.	-	On the Homochitto.
					Amos Ogden.	240	On the Homochitto.
					Mary Oliver.	798 1/2	On the Homochitto.
					Joshua Stockstill.	150	On Cole's creek.
					Louis Fore.	500 1/2	On Cole's creek.
					William Barland.	lot No.	1, of square No. 4, Natchez.
					William Moore.	16,500	Feet in Natchez.
					William Henderson.	lots No.	1 and 3, of sq. No. 27, Natchez.
					William Tabor.	500 1/2	On the Homochitto.
					M. and R. Price.	300 1/2	On the bayou Pierre.
					Maurice Stackpole.	500 1/2	On Cole's creek.
					William Curtis.	400 1/2	1, of sq. No. 9, city of Natchez.
					Abraham Thickston.	600 1/2	On Cole's creek.
					John Reed.	200 1/2	On Cole's creek.
					Daniel Chambers.	300 1/2	On Fairchild's creek.
					James Fletcher.	800 1/2	On bayou Pierre.
					James Fletcher.	800 1/2	On Fairchild's creek.
					Gilbert Leonard.	200 1/2	On Fairchild's creek.
					Gilbert Leonard.	1,000 1/2	On Buffalo creek.
					Rosalie de Grandpré.	600 1/2	On Buffalo creek.
					Peter Francis Ross.	1,153 1/2	On Second creek.
					John Burnett.	1,600 1/2	On Buffalo creek.
					Squire Boon.	500 1/2	On bayou Pierre.
					Squire Boon.	100 1/2	On bayou Pierre.
					Squire Boon.	200 1/2	On the Big Black.
					Squire Boon.	250 1/2	On the Big Black.
					Squire Boon.	950 1/2	On the Big Black.
					William Ryan.	200 1/2	On Second creek.
					Adamus Martin.	100	On Cole's creek.
					Job Cory.	130 1/2	On St. Catharine's creek.
					Andrew Hare.	800 1/2	On the bayou Sara.
					James Elliott.	200 1/2	On the bayou Sara.
					James Elliott.	700 1/2	On Cole's creek.
					James Elliott.	900 1/2	On Cole's creek.
					Stephen Minor.	100 1/2	On Cole's creek.
					William Barland.	875 1/2	On the Mississippi.
					William Barland.	-	Lot near the city of Natchez.
					William Barland.	-	Lot No. 1, of sq. No. 8, Natchez.
					part of	-	-

ABSTRACT FOR FEBRUARY, 1806—Continued.

Commissioners' Certificates.				Claim.			Title.	
When entered.	No.	Date.	Recorded.	To whom granted.	Name of original grantee.	Quantity allowed.	Situation.	Whence derived.
			Vol Page.					Date of patent.
1805.		1805.						
Feb. 8,	726	January 15,	3 327	John J. Walton,	William Barland,	Acres.	Lot No. 1, of sq. No. 8, Natchez,	Spanish,
" 8,	727	January 15,	3 329	Ebenezer Rees,	William Barland,	part of	3, of square No. 8, Natchez,	Do.
" 8,	728	January 15,	3 331	John Girault,	William Barland,	lot No.	1, Lot near the city of Natchez,	Do.
" 8,	729	January 15,	3 333	Thomas Foster,	William Barland,	lots No.	2 and 4, of sq. No. 17, Natchez,	Do.
" 8,	730	January 15,	3 335	James Moore,	James Moore,	lots No.	3 and 5, of sq. No. 13, Natchez,	Do.
" 12,	731	January 15,	3 337	Robert Moore,	Robert Moore,	lots No.	3 and 4, of sq. No. 13, Natchez,	Do.
" 12,	732	January 15,	3 339	Robert Moore,	Geo. Rapajie, Lewis Charbona,	700/	On the Mississippi,	Do.
" 12,	733	January 15,	3 341	John J. Rodrigues,	Geo. Rapajie, Lewis Charbona,	400/	On the Mississippi,	Do.
" 12,	734	January 15,	3 343	Isaac Guion,	Jacob Adams,	50/	On St. Catharine's creek,	Do.
" 12,	735	January 15,	3 345	John Minor,	Doningo Lorero,	lot No.	4, of square No. 34, Natchez,	Do.
" 12,	736	January 15,	3 347	Samuel S. Mahan,	Doningo Lorero,	lot No.	3, of square No. 34, Natchez,	Do.
" 12,	737	January 15,	3 449	David Ferguson, assignee of John Sullivan,	John Sullivan,	400/	On Cole's creek,	Do.
" 12,	738	January 15,	3 351	John Spier,	Jacob Cobb,	350/	On Sandy creek,	Do.
" 12,	739	January 15,	3 353	Patrick Foley,	Patrick Foley,	500/	On Buffalo creek,	Do.

REGISTER'S OFFICE WEST OF PEARL RIVER, March 1, 1806.

THOS. H. WILLIAMS.

REGISTER A—Continued.

Abstract of Certificates entered with the Register of the Land Office west of Pearl river, during the month of March, 1806, grounded on British and Spanish patents.

Commissioners' certificates.				Claim.			Title.	
When entered.	No.	Date.	Recorded.	To whom granted.	Name of original grantee.	Quantity allowed.	Situation.	Whence derived.
			Vol. Page.			Acres.		Date of patent.
1806. March 18,	740	Feb'y 24, 1806.	3 355	The legal representatives of John Hartley, deceased,	Thaddeus Lynan,	-	-	Feb'y 2, 1775.
" 18,	741	Feb'y 24,	3 357	John Ellison, in right of his wife Salome,	Thaddeus Lynan,	-	On the bayou Pierre,	Feb'y 9, 1775.
" 18,	742	Feb'y 24,	3 359	John Hutchins,	Thomas Hutchins,	-	On the bayou Pierre,	July 15, 1775.
" 18,	743	Feb'y 24,	3 361	Joseph Calvit,	Alexander McIntosh,	-	On the river Homochitto,	March 6, 1770.
" 18,	744	Feb'y 24,	3 363	The legal representatives of Richard Harrison, deceased,	John J. Duforest,	-	Near the Little Gulf,	Jan. 15, 1787.
" 18,	745	Feb'y 24,	3 365	Robert Moore,	John J. Duforest,	-	On the waters of Cole's creek,	Jan. 15, 1787.
" 19,	746	Feb'y 24,	3 367	Timothy O'Harra,	Richard King,	-	On the waters of Cole's creek,	Jan. 15, 1787.
" 19,	747	Feb'y 27,	3 369	The legal representatives of David Forman, deceased,	Ezekiel Forman,	-	On the waters of St. Catharine's cr.	August 30, 1794.
" 19,	748	Feb'y 27,	3 371	William Dunbar,	William Dunbar,	-	On Second creek,	June 1, 1793.
" 19,	749	March 5,	3 373	Henry Roach,	David Lejeune,	-	N. of sq. No. 13, city of Natchez,	March 13, 1795.
" 19,	750	March 5,	3 375	James Sterrett and Nathaniel Evans,	David Lejeune,	-	Near Loftus's cliffs,	March 24, 1789.
" 19,	751	March 5,	3 377	James Sterrett and Nathaniel Evans,	Henry Roach,	-	Near Loftus's cliffs,	March 24, 1789.
" 20,	752	March 5,	3 379	Daniel Ogden,	Henry Roach,	-	Near Loftus's cliffs,	June 23, 1788.
" 20,	753	March 10,	3 381	The legal representatives of David Odum, dec'd,	David Odum,	-	On the waters of Cole's creek,	Dec. 24, 1790.
" 20,	754	March 10,	3 383	Richard Canadine,	Eustice Humphreys,	-	On the waters of Farchild's creek,	Feb'y 27, 1789.
" 20,	755	March 10,	3 385	William Cole,	William Cole,	-	On the waters of river Homochitto,	Oct. 30, 1793.
" 20,	756	March 10,	3 387	Solomon Cole,	Solomon Cole,	-	On the waters of Cole's creek,	Jan. 10, 1794.
" 20,	757	March 10,	3 389	The legal representatives of George Cochran, deceased,	James Todd,	-	On the waters of Cole's creek,	Jan. 1, 1793.
" 20,	758	March 10,	3 391	Robert Jones,	Robert Jones,	-	On Farchild's creek,	Jan. 18, 1788.
" 20,	759	March 10,	3 393	Archibald Douglass,	Archibald Douglass,	-	On the river Big Black,	Oct. 30, 1793.

REGISTER'S OFFICE WEST OF PEARL RIVER, April 1, 1806.

THOS. H. WILLIAMS.

REGISTER A—Continued.

Abstract of Certificates entered with the Register of the Land Office west of Pearl river, grounded on British and Spanish patents, during the month of May, 1806.

Commissioner's certificates.				Claim.		Quantity allowed.	Situation.	Whence derived.	Title.
When entered.	No.	Date.	Recorded.	To whom granted.	Name of original grantee.				
1806.		1806.	Vol. Page.						
May 29,	760	March 27,	3 395	John Lovelace,	John Lovelace,	Acres.	On the Mississippi,	Spanish,	January 21, 1788.
" 29,	761	April 4,	3 397	George Overaker,	John Lusk,	157½	On St. Catharine's creek,	Do.	April 28, 1784.
" 29,	762	April 4,	3 399	George Overaker,	Benjamin Bealk,	57½	On St. Catharine's creek,	Do.	May 6, 1786.
" 29,	763	April 10,	3 401	George Mather,	James Mather,	2,000½	On bayou Sara,	Do.	April 3, 1794.
" 29,	764	April 10,	3 403	James Andrews,	James Frazier,	800½	On bayou Pierre,	Do.	Sept. 1, 1795.
" 29,	765	April 10,	3 405	Leonard Ponet,	Joseph Vidal,	Lot No. 1, of sq. No. 2,	Natchez,	Do.	
" 29,	766	April 10,	3 407	Christopher Miller,	Margaret Ury,	Part of	lot No. 2, of sq. No. 12,	Do.	
" 29,	767	April 10,	3 409	Margaret Ury,	Margaret Ury,	Part of	lot No. 3, of sq. No. 12,	Do.	
" 30,	768	May 15,	3 411	David Ferguson,	Louis Fauré,	14½	In the city of Natchez,	Do.	
" 30,	769	May 15,	3 413	David Ferguson,	Francis Lennan,	500	In the city of Natchez,	Do.	
" 30,	770	May 15,	3 415	George D. Banks,	Daniel Clark,	100	On the Mississippi,	Do.	
" 30,	771	May 15,	3 417	David Ferguson,	William Hoyes,	400	On Second creek,	Do.	
" 30,	772	May 15,	3 419	David Ferguson,	Enmanuel Maddin,	Half of	lot No. 2, of sq. No. 32,	Do.	
" 30,	773	May 16,	3 421	William Murray,	Cornelius McCann,	Lot in	the city of Natchez,	Spanish,	April 6, 1795.
" 30,	774	May 16,	3 423	John J. Walton,	Richard Harrison,	59½	Near Natchez,	Do.	March 1, 1783.
" 30,	775	May 16,	3 425	Stephen Minor,	Richard Harrison,	3½	Near Natchez,	Do.	March 1, 1783.
" 30,	776	May 16,	3 427	Pales Shilling,	Richard Harrison,	3½	Near Natchez,	Do.	March 1, 1783.
" 30,	777	May 16,	3 429	David Ferguson,	Richard Harrison,	3½	Near Natchez,	Do.	March 1, 1783.
" 31,	778	May 27,	3 431	Nathaniel Tomlinson,	Jacob Winfree,	1,000	On Second creek,	British,	July 7, 1773.

REGISTER'S OFFICE WEST OF PEARL RIVER, June 1, 1806.

THOS. H. WILLIAMS.

REGISTER A—Continued.

Abstract of Certificates entered with the Register of the Land Office west of Pearl river, during the month of September, 1806, grounded on British and Spanish patents.

Commissioners' certificates.				Claim.			Title.	
When entered.	No.	Date.	Recorded.	To whom granted.	Name of original grantee.	Quantity allowed.	Situation.	Whence derived.
1806.		1806.	Vol. Page.			Acres.		
Sept. 8,	779	August 20,	3 433	Legal representatives of William Ferguson,	Thomas Harman,	-	-	British,
" 8,	780	August 20,	3 435	George Cochran and Patsey Harrison,	Thomas Harman,	-	-	Do.
" 8,	781	August 20,	3 437	Ezekiel Dewit, in right of his wife,	William Kennison,	-	-	Spanish,
" 8,	782	August 20,	3 439	Phebe Dayton,	Phebe Calvit,	-	On the waters of Homochitto,	Aug. 20, 1794.
" 8,	783	August 20,	3 441	Robert Moore,	George Rapalje,	-	3, of sq. No. 13, Natchez,	Oct. 24, 1795.
" 8,	784	August 20,	3 443	Robert Moore,	Ebenezer Rees,	-	Near city of Natchez,	March 1, 1788.
" 8,	785	August 20,	3 445	Legal representatives of Patrick Connelly,	Solomon Swayze,	-	St. Catharine's creek,	June 20, 1795.
" 8,	786	August 20,	3 447	Richard Sparks,	Benjamin Fooy,	-	1, of sq. No. 18, Natchez,	Oct. 5, 1795.
						-	Bayou Pierre,	Aug. 29, 1791.

THOS. H. WILLIAMS.

REGISTER'S OFFICE WEST OF PEARL RIVER, October 1, 1806.

REGISTER A—Continued.

Abstract of Certificates entered with the Register of the Land Office west of Pearl river, during the month of March, 1807, grounded on British and Spanish patents.

Commissioners' certificates.					Claim.		Title.		
When entered.	No.	Date.	Recorded.	To whom granted.	Name of original grantee.	Quantity allowed.	Situation.	Whence derived.	Date of patent.
1807.			Vol. Page.			Acres.			
March 7,	787	March 4,	3 459	Ferdinand L. Claiborne,	George Robbins,	-	Sandy creek,	Spanish,	Jan. 20, 1793.
" 7,	788	March 4,	3 461	William Morrison,	Joseph Pagé,	-	Bayou Pierre,	Do.	April 13, 1790.
" 7,	789	March 4,	3 463	William Scott, in right of his wife Clara,	Henry L. Leger,	-	St. Catharine's creek,	Do.	March 13, 1797.
" 7,	790	March 4,	3 465	William Scott, in right of his wife Clara,	Charles Tuffo,	-	St. Catharine's creek,	Do.	March 15, 1798.
" 7,	791	March 4,	3 467	George Cochran,	William Carris,	-	Cole's creek,	Do.	Jan. 20, 1798.
" 28,	792	March 18,	3 469	Peter A. Vandorn,	Richard Bell,	-	Cole's creek,	Do.	Feb. 23, 1798.

LAND OFFICE WEST OF PEARL RIVER, April 1, 1807.

THOS. H. WILLIAMS, Register.

REGISTER A—Continued.

Commissioners' certificates.					Claim.		Title.		
When entered.	No.	Date.	Recorded.	To whom granted.	Name of original grantee.	Quantity allowed.	Situation.	Whence derived.	Date of patent.
1807.			Vol. Page.			Acres.			
April 7,	793	March 30,	3 461	Legal representatives of Robert Abrams,	Reuben Alexander,	-	Second creek,	Spanish,	March 6, 1788.
" 9,	794	April 8,	3 463	Legal representatives of Anthony Hutchins,	Thomas Hutchins,	-	Second creek,	Do.	Feb. 29, 1788.

LAND OFFICE WEST OF PEARL RIVER, May 1, 1807.

THOS. H. WILLIAMS, Register.

REGISTER A—Continued.

Abstract of Certificates entered with the Register of the Land Office west of Pearl river, during the months of May and June, 1807, grounded on British and Spanish patents.

Commissioners' certificates.				Claim.		Title.	
When entered.	No.	Date.	Recorded.	To whom granted.	Name of original grantee.	Quantity allowed.	Situation.
			Vol. Page.				
1807.		1807.				Acres.	
May 96.	795	May 19.	3 465	William Carney, assignee of Edward Murray.	Edward Murray,	1,000f.	Bayou Pierre,
" 96.	796	May 19.	3 467	Legal representatives of Robert Scott,	Robert Scott,	Lot No.	2, of square No. 4, Natchez,
June 92.	797	June 9.	3 469	Fergus A. Duplantier,	F. A. Duplantier,	1,740f.	River Mississippi,
" 92.	798	June 9.	3 471	Charles Trudeau,	Charles Trudeau,	1,180f.	River Big Black,
" 92.	799	June 9.	3 473	Zachariah Smith,	John Blommar,	837	Buffalo creek,
" 92.	800	June 9.	3 475	Legal representatives of Robert Scott,	Joseph Vidal,	Lot No.	4, of square No. 5, Natchez,
" 92.	801	June 9.	3 477	Francis Bazo and Anthony Grass,	F. Bazo and A. Grass,	800f.	River Mississippi,
" 92.	802	June 9.	3 479	Hore Browne Trist,	Enoch Horton,	900	Second creek,
" 92.	803	June 9.	3 481	James Mather,	Richard Deval,	800f.	Cole's creek,
" 92.	804	June 9.	3 483	Patrick Connelly,	John Grault,	90f.	St. Catharine's creek,
" 92.	805	June 10.	3 485	Catharine Surget,	James Elliott,	800f.	Cole's creek,
" 92.	806	June 11.	3 487	Legal representatives of Samuel Wells,	James Hooper,	250	Second creek,
" 92.	807	June 11.	3 489	Legal representatives of Samuel Wells,	Samuel Wells,	1,000	Second creek,
" 92.	808	June 12.	3 491	Andrew Marschalk,	William Barland,	Lot No.	4, of square No. 9, Natchez,
" 92.	809	June 13.	3 493	Christopher Lea,	Joseph Dias,	12,800	feet, city of Natchez,
" 92.	810	June 13.	3 495	Christopher Lea,	Alonzo Segovia,	9,600	feet, city of Natchez,
" 92.	811	June 15.	3 497	James Moore,	Alexander de Bouille,	1,000f.	Sandy creek,
" 92.	812	June 15.	3 499	William Patterson,	Edward Patterson,	800f.	Fairchild's creek,
" 92.	813	June 15.	3 501	William Patterson,	Thomas Ervin,	800f.	Fairchild's creek,
" 92.	814	June 15.	3 503	William Patterson,	Thomas Patterson,	800f.	Fairchild's creek,
" 92.	815	June 11.	3 505	Legal representatives of William Moore,	John Ter,	Lot No.	3, of square No. 20, Natchez,

WASHINGTON, MISSISSIPPI TERRITORY, July 1, 1807.

THOS. H. WILLIAMS, Register.

REGISTER B.

Abstract of Certificates entered with the Register of the Land Office for the District west of Pearl river, during the month of September, 1806, on which patents may issue without the payment of purchase money.

Commissioners' certificates.				Claim.			Title.		
When entered.	No.	Date.	Recorded.	To whom granted.	Name of original grantee or claimant.	Quantity allowed.	Situation.	Whence derived.	Date of order of survey or settlement.
1806.		1806.							
Sept.			Vol.						
1	1	June 2,	1	John J. Walton,	Rebecca McCabe,	Acre.	the city of Natchez,	Spanish,	May 6, 1795.
"	2	June 2,	2	The legal representatives of Bernard Lintot,	Rebecca McCabe,	Lot in	the city of Natchez,	Do.	May 6, 1795.
"	3	June 2,	3	John J. Walton,	Charles McCabe,	Lot in	the city of Natchez,	Do.	March 9, 1793.
"	4	June 2,	4	Leonard Pomet,	Charles McCabe,	Lot in	the city of Natchez,	Do.	March 9, 1793.
"	5	June 2,	5	William Price,	Hugh Coyle,	Part of	lot No. 2, of sq. No. 8, Natchez,	Do.	Aug. 25, 1794.
"	6	June 2,	6	Legal representatives of George Cochran,	George Cochran,	Part of	lot No. 2, of sq. No. 8, Natchez,	Do.	April 16, 1792.
"	7	June 2,	7	Juliana Stackpole,	George Cochran,	Lot No.	2, of sq. No. 9, Natchez,	Do.	July 20, 1794.
"	8	June 2,	8	Richard King,	Bridge Roberts,	Lot No.	3, of sq. No. 4, Natchez,	Do.	July 20, 1794.
"	9	June 2,	9	John Eldergrill,	John Bolls,	Lot No.	3, of sq. No. 33, Natchez,	Do.	Aug. 28, 1795.
"	10	June 2,	10	Richard King,	Purser Kings,	Lot No.	3, of sq. No. 33, Natchez,	Do.	Sept. 12, 1795.
"	11	June 2,	11	John Eldergrill,	Charles Jones,	Lot No.	1, of sq. No. 34, Natchez,	Do.	Sept. 12, 1795.
"	12	June 2,	12	John Eldergrill,	John Eldergrill,	Lot No.	3, of sq. No. 34, Natchez,	Do.	Feb. 12, 1795.
"	13	June 2,	13	John Eldergrill,	John Eldergrill,	Lot No.	3, of sq. No. 34, Natchez,	Do.	Feb. 24, 1795.
"	14	June 4,	14	George Overaker,	Maria G. Solitvellas,	Lot No.	4, of sq. No. 2, Natchez,	Do.	March 25, 1794.
"	15	June 4,	15	Legal representatives of Moses Bonner,	Moses Bonner,	8007	Fairchild's creek,	Do.	March 25, 1794.
"	16	June 4,	16	Willis Bonner,	Willis Bonner,	3607	Fairchild's creek,	Do.	March 25, 1794.
"	17	June 4,	17	Jonathan Guice,	Jonathan Guice,	4007	Waters of Sandy creek,	Do.	March 25, 1794.
"	18	June 4,	18	John Buller,	John Buller,	3557	Waters of St. Catharine's,	Do.	March 25, 1794.
"	19	June 4,	19	Caleb Perkins,	Robert Watts,	2037	Waters of St. Catharine's,	Do.	March 25, 1794.
"	20	June 4,	20	Legal representatives of Robert Watts,	Robert Watts,	4007	Waters of Cole's creek,	Do.	April 7, 1791.
"	21	June 4,	21	Willford Hoggatt,	Rezekiah Williams,	2507	Waters of Sandy creek,	Do.	Dec. 18, 1789.
"	22	June 4,	22	Nicholas Rabb,	Benjamin Bullock,	2417	St. Catharine's creek,	Do.	Nov. 1, 1789.
"	23	June 4,	23	Barton Hannon,	Christian Hannon,	3007	Second creek,	Do.	March 19, 1789.
"	24	June 4,	24	Christian Hannon,	William Scott,	1337	St. Catharine's creek,	Do.	Jan. 16, 1789.
"	25	June 4,	25	William Scott,	Peter Nelson,	2007	Near the city of Natchez,	Do.	Jan. 16, 1789.
"	26	June 9,	26	Thomas Ford,	Thomas Ford,	640	Homochitto river,	Do.	Jan. 16, 1789.
"	27	June 9,	27	Samuel Ratcliff,	Christopher Bingham,	640	Homochitto river,	Occupancy,	August 20, 1792.
"	28	June 9,	28	Jacob Guice,	Jacob Shillings,	640	Wells's creek,	Do.	March 30, 1798.
"	29	June 9,	29	Alexander Farar,	Jacob Guice,	640	Wells's creek,	Do.	March 30, 1798.
"	30	June 9,	30	Alexander Farar,	Jacob Guice,	640	Wells's creek,	Do.	March 30, 1798.
"	31	June 10,	31	Dempsey White,	Dempsey White,	3337	Cole's creek,	Do.	March 30, 1798.
"	32	June 10,	32	Joseph Harrison,	Demsey White,	640	Bayou Pierre,	Do.	March 30, 1798.
"	33	June 10,	33	John B. Thery, assignee of Edmund Hall,	Joseph Harrison,	328	St. Catharine's creek,	Do.	March 30, 1798.
"	34	June 10,	34	Austin Holbrook and David Berry,	Henry Millburn,	640	Bayou Pierre,	Do.	March 30, 1798.
"	35	June 10,	35	Daniel Hawley,	John Cravens,	414	Sandy creek,	Do.	March 30, 1798.
"	36	June 11,	36	Ann Martin,	Daniel Hawley,	1374	Sandy creek,	Do.	March 30, 1798.
"	37	June 11,	37	Legal representatives of Martin Hackler,	Thomas Martin,	152	Cole's creek,	Do.	March 30, 1798.
"	38	August 28,	38	Benjamin Lyrcce,	Martin Hackler,	640	Cole's creek,	Do.	March 30, 1798.
"	39	August 28,	39	Stephen Henderson and Arthur Andrews,	John Cunnack,	Lot No. 3, of sq. No. 32, Natchez,	Spanish,	Occupancy,	Nov. 7, 1794.
"	40	August 28,	40		James Wyke,	Lot No. 1, of sq. No. 32, Natchez,	Occupancy,		March 30, 1798.

ABSTRACT FOR SEPTEMBER, 1806—Continued.

Commissioners' certificates.				Claim.		Title.			
When entered.	No.	Date.	Recorded.	To whom granted.	Name of original grantee or claimant.	Quantity allowed.	Situation.	Whence derived.	Date of order of survey or settlement.
			Vol. Page.						
1806.		1806.							
Sept. 6,	39	August 28,	4 42	James Gornley and Edward Pain,	John Read,	-	lot No. 2, of sq. No. 32, Natchez,	Spanish,	October 4, 1794.
" 6,	40	August 29,	4 43	James Foster,	Zachariah Smith,	-	St. Catharine's creek,	Do.	May 5, 1786.
" 6,	41	August 29,	4 44	Henry Stampley,	George Stampley,	-	Cole's creek,	Do.	Feb. 20, 1788.
" 6,	42	August 29,	4 45	John M. Alston,	Clement Dyson,	-	Cole's creek,	Do.	March 28, 1794.
" 6,	43	August 29,	4 46	John Perkey,	Jacob Strupes,	-	St. Catharine's creek,	Do.	March 2, 1793.
" 6,	44	August 29,	4 47	George Clare,	George Clare,	-	Cole's creek,	Do.	Nov. 25, 1789.
" 6,	45	August 29,	4 48	Legal representatives of Daniel Mygatt,	Daniel Mygatt,	-	St. Catharine's creek,	Occupancy,	Nov. 25, 1789.
" 6,	46	August 29,	4 49	Abner Marble,	Abner Marble,	-	Cole's creek,	Do.	March 30, 1798.
" 6,	47	August 29,	4 50	Abraham Mayes,	Abraham Mayes,	-	Cole's creek,	Do.	March 30, 1798.
" 6,	48	August 29,	4 51	John M. Alston,	Thomas Dyson,	-	Cole's creek,	Do.	March 30, 1798.
" 6,	49	August 29,	4 52	Frankey Drougonle,	John Dyson,	-	Cole's creek,	Do.	March 30, 1798.
" 6,	50	August 29,	4 53	Legal representatives of Barnabas Isinwood,	Barnabas Isinwood,	-	Cole's creek,	Do.	March 30, 1798.
" 6,	51	August 29,	4 54	Wm. Brooks, assignee Robt. Throckmorton,	Samuel Grimbear,	-	Cole's creek,	Do.	March 30, 1798.
" 6,	52	August 30,	4 55	William Miller,	Samuel Mason,	-	Bayou Pierre,	Do.	March 30, 1798.
" 6,	53	August 30,	4 58	Theophilus Marble,	Jonathan Curtis,	-	Cole's and Sandy creeks,	Do.	March 30, 1798.
" 6,	54	August 30,	4 59	Edward King,	John Calvit,	-	Cole's creek,	Do.	March 30, 1798.
" 6,	55	Sept. 4,	4 60	Joseph D. Lewis,	Nathan Green,	-	Cole's creek,	Do.	March 30, 1798.
" 6,	56	Sept. 5,	4 61	Samuel Bridges,	John Ivers,	-	Bayou Pierre,	Spanish,	April 26, 1790.
" 9,	57	Sept. 8,	4 62	Stephen Douglass,	William Miller,	-	Bayou Pierre,	Occupancy,	March 30, 1798.
" 9,	58	Sept. 8,	4 63	Nathaniel Holly,	Nathaniel Holly,	-	Bayou Pierre,	Do.	March 30, 1798.
" 9,	59	Sept. 8,	4 64	Thomas Ingles,	Enoch Bodwell,	-	Bayou Pierre,	Do.	March 30, 1798.
" 9,	60	Sept. 8,	4 65	Thomas Crabb,	Robert Ashley,	-	Bayou Pierre,	Do.	March 30, 1798.
" 9,	61	Sept. 8,	4 66	Lucius Smith,	Lucius Smith,	-	Bayou Pierre,	Do.	March 30, 1798.
" 11,	62	Sept. 10,	4 67	Eliza and Ann Cobun,	Jacob Cobun,	-	Bayou Pierre,	Spanish,	April 26, 1790.
" 11,	63	Sept. 10,	4 68	Eliza and Ann Cobun,	Jacob Cobun,	-	Bayou Pierre,	Do.	Jan. 11, 1787.
" 11,	64	Sept. 10,	4 69	Abner Wilkison,	Josiah Smith,	-	Bayou Pierre,	Do.	Jan. 11, 1787.
" 11,	65	Sept. 10,	4 70	Legal representatives of Daniel Mygatt,	Daniel Mygatt,	-	Bayou Pierre,	Do.	July 22, 1789.
" 11,	66	Sept. 10,	4 71	Simeon Holladay,	Seth Rundell,	-	Bayou Pierre,	Do.	Nov. 25, 1789.
" 11,	67	Sept. 10,	4 72	Seth Rundell,	Seth Rundell,	-	Bayou Pierre,	Occupancy,	March 30, 1798.
" 11,	68	Sept. 10,	4 73	John Burns,	Thomas Ashley,	-	Bayou Pierre,	Do.	March 30, 1798.
" 27,	69	Sept. 22,	4 74	David Simmons,	Charles Simmons,	-	Cole's creek,	Spanish,	March 2, 1793.
" 27,	70	Sept. 26,	4 75	Willis McDonald,	Samuel Hackler,	-	Cole's creek,	Occupancy,	March 30, 1798.
" 27,	71	Sept. 26,	4 76	John Watts,	John Watts,	-	Cole's creek,	Do.	March 30, 1798.

REGISTER'S OFFICE WEST OF PEARL RIVER, October 1, 1806.

THOS. H. WILLIAMS.

REGISTER B—Continued.

Abstract of certificates entered with the Register of the Land Office west of Pearl river, during the month of October, 1806, on which patents may issue without the payment of purchase money.

Commissioners' certificates.				Claim.			Title.	
When entered.	No.	Date.	Recorded.	To whom granted.	Original grantee or claimant.	Quantity allowed.	Situation.	Whence derived.
1806.		1806.	Vol. Page.					Date of order of survey or settlement.
Oct. 30,	72	August 28,	4 77	David Henderbrand,	David Henderbrand,	350f.	Cole's creek,	Spanish, -
" 30,	73	August 28,	4 78	Legal representatives of Jas. Rapalje, dec'd.	James Rapalje,	890f.	Big Black,	Spanish, -
" 30,	74	August 28,	4 79	Isaac Rapalje,	Isaac Rapalje,	800f.	Big Black,	Spanish, -
" 30,	75	August 28,	4 80	Leonard Kiple,	Leonard Kiple,	350f.	Big Black,	Spanish, -
" 30,	76	August 28,	4 81	Able Eastman,	Abel Eastman,	640	Big Black,	Occupancy,
" 30,	77	August 28,	4 82	William Griffin,	William Griffing,	640	Big Black,	Occupancy,
" 30,	78	August 28,	4 83	John Anderton,	John Anderton,	640	Big Black,	Occupancy,
" 30,	79	August 28,	4 84	Anthony Glass,	Benjamin Steele,	640	Big Black,	Occupancy,
" 31,	80	August 30,	4 85	Katura Proctor,	Katura Proctor,	640	Bayou Pierre,	Occupancy,
" 31,	81	August 30,	4 86	Benjamin Newman,	Benjamin Newman,	670f.	St. Catharine's,	Spanish, -
" 31,	82	August 30,	4 87	Samuel Holly,	Samuel Holly,	640	Bayou Pierre,	Occupancy,
" 31,	83	August 30,	4 88	John Stowers,	John Stowers,	200	Big Black,	British, -

THOS. H. WILLIAMS.

REGISTER'S OFFICE WEST OF PEARL RIVER, November 1, 1806.

REGISTER B—Continued.

Abstract of certificates entered with the Register of the Land Office west of Pearl river, during the month of February, 1807, on which patents may issue without the payment of any purchase money.

Commissioners' certificates.				Claim.		Title.		
When entered.	No.	Date.	Recorded.	To whom granted.	Original grantee or claimant.	Quantity allowed.	Situation.	Whence derived.
			Vol. Page.					Date of order of survey or settlement.
1807.		1807.				Acres.		
Feb. 9.	84	February 3,	4 89	Samuel Montgomery,	John Pollard,	-	Bayou Pierre,	March 30, 1798.
" 9.	85	February 3,	4 90	Darling Bradley,	-	-	Wells's creek,	March 30, 1798.
" 9.	86	February 3,	4 91	David Carradine,	-	-	Cole's creek,	March 30, 1798.
" 9.	87	February 3,	4 92	John James,	Robert Fendergrast,	-	River Homochitto,	March 30, 1798.
" 9.	88	February 3,	4 93	Joseph Bullin,	William Curtis,	-	Cole's creek,	March 30, 1798.
" 9.	89	February 3,	4 94	Erza McCull,	-	-	Bayou Pierre,	March 30, 1798.
" 9.	90	February 3,	4 95	William Howey,	William Howey,	-	Bayou Pierre,	March 30, 1798.
" 9.	91	February 3,	4 96	Legal representatives of Ephraim Coleman,	Ephraim Coleman,	-	Cole's creek,	March 30, 1798.
" 9.	92	February 3,	4 97	A. Gardner and J. Bedslil, assignees of Jesse Lum,	-	-	-	-
" 9.	93	February 3,	4 98	Legal representatives of Wm. Thompson,	Jesse Lum,	-	Bayou Pierre,	March 30, 1798.
" 9.	94	February 3,	4 99	Anthony Vauchere, assignee of Anthony Nicholas,	William Thompson,	-	Bayou Pierre,	March 30, 1798.
" 9.	95	February 3,	4 100	John Brooks,	John Carroll,	-	Fairchild's creek,	March 30, 1798.
" 9.	96	February 3,	4 101	Henry Manadue,	-	-	Cole's creek,	March 30, 1798.
" 9.	97	February 3,	4 102	Henry Manadue,	Henry Manadue,	-	Fairchild's creek,	March 30, 1798.
" 9.	98	February 3,	4 103	William Oglestey,	Anthony Delgan,	-	River Mississippi,	March 30, 1798.
" 9.	99	February 3,	4 104	James Clark,	Benjamin Fletcher,	-	Wells's creek,	March 30, 1798.
" 9.	100	February 3,	4 105	Philip Neville,	James Clark,	-	Cole's creek,	Feb'y 24, 1795.
" 9.	101	February 3,	4 106	George Fitzgerald,	Philip Neville,	-	Cole's creek,	January 28, 1795.
" 9.	102	February 3,	4 107	Legal representatives of James Magill,	George Fitzgerald,	-	Fairchild's creek,	January 19, 1789.
" 10.	103	February 4,	4 108	John Bisland, assignee of Wm. Kirkwood,	James Magill,	-	Doud's creek,	April 26, 1790.
" 10.	104	February 4,	4 109	Ezekiel Perkins,	William Kirkwood,	-	River Mississippi,	March 28, 1794.
" 10.	105	February 4,	4 110	Abraham Horton,	Joseph Perkins,	-	Wells's creek,	Feb'y 24, 1795.
" 10.	106	February 4,	4 111	Samuel Davis,	Samuel L. Wells,	-	Bayou Sara,	August 1, 1795.
" 10.	107	February 4,	4 112	Legal representatives of Henry Manadue,	Joseph Holden,	-	Cole's creek,	January 16, 1783.
" 10.	108	February 4,	4 113	John Fenton,	John Fenton,	-	Second creek,	January 7, 1783.
" 10.	109	February 4,	4 114	Palser Shilling,	Palser Shilling,	-	Fairchild's creek,	June 2, 1794.
" 10.	110	February 4,	4 115	Robert Miller,	Hezekiah Williams,	-	Wells's creek,	Nov. 4, 1789.
" 10.	111	February 4,	4 116	Joseph Pannill,	Mary de Witt,	-	St. Catharine's creek,	Feb'y 15, 1788.
" 10.	112	February 4,	4 117	David Eldridge,	William Silkrigs,	-	St. Catharine's creek,	January 3, 1787.
" 10.	113	February 4,	4 118	George Cochran,	Lewellin Price,	-	Bayou Pierre,	Sept. 1, 1795.
" 10.	114	February 4,	4 119	Thomas Daniel,	Thomas Daniel,	-	Cole's creek,	April 7, 1791.
" 10.	115	February 4,	4 120	William Montgomery,	William Bishop,	-	St. Catharine's creek,	March 2, 1793.
" 10.	116	February 4,	4 121	Palser Shilling,	Lewis Chacheré,	-	River Mississippi,	April 3, 1784.
" 10.	117	February 4,	4 122	Thomas Dawson,	Reuben Dunham,	-	Bayou Sara,	May 12, 1787.
" 10.	118	February 4,	4 123	John Wall,	Reuben Dunham,	-	Bayou Sara,	May 12, 1787.
" 10.	119	February 4,	4 124	Daniel Clark,	Reuben Dunham,	-	Bayou Sara,	May 12, 1787.
" 10.	120	February 4,	4 125	Maurice Custard,	Thomas Martin,	-	Second creek,	March 2, 1793.

ABSTRACT FOR FEBRUARY, 1807—Continued.

Commissioners' certificates.				Claim.			Title.	
When entered.	No.	Date.	Recorded.	To whom granted.	Original grantee or claimant.	Quantity allowed.	Situation.	Whence derived.
1807.		1807.	Vol. Page.			Acres.		
Feb. 10.	121	February 4.	4 126	John Holland and Abijah Hunt,	Charles Carter,	450 ⁰ / ₁₀₀	Wells's creek,	Spanish,
" 11.	122	February 5.	4 127	John Lusk,	John Lusk,	80 ⁰ / ₁₀₀	River Homochitto,	Do.
" 11.	123	February 5.	4 128	Andrew Watkins,	Patrick Sullivan,	215 ⁰ / ₁₀₀	Cole's creek,	Do.
" 11.	124	February 5.	4 129	William McIntosh,	Andrew Thompson,	240 ⁰ / ₁₀₀	Wells's creek,	Do.
" 11.	125	February 5.	4 130	Charles King,	Joshua Flowers,	200 ⁰ / ₁₀₀	St. Catharine's creek,	Do.
" 11.	126	February 5.	4 131	Benjamin Farar,	Isaac Johnson,	1,100 ⁰ / ₁₀₀	Second creek,	Do.
" 11.	127	February 5.	4 132	James Moore,	Cadler Hubby,	400 ⁰ / ₁₀₀	Sandy creek,	Do.
" 11.	128	February 5.	4 133	James Moore,	Thomas Hubbard,	400 ⁰ / ₁₀₀	Bayou Pierre,	Do.
" 11.	129	February 5.	4 134	James Moore,	Thomas Wells,	240 ⁰ / ₁₀₀	River Homochitto,	Do.
" 11.	130	February 5.	4 135	Philip Hoggart, assignee of Wm. Fletcher,	Benjamin Fletcher,	150 ⁰ / ₁₀₀	Sandy creek,	Do.
" 11.	131	February 5.	4 136	Samuel Heady,	Samuel Heady,	600 ⁰ / ₁₀₀	Second creek,	Do.
" 11.	132	February 5.	4 137	Henry Plattner,	Henry Plattner,	200 ⁰ / ₁₀₀	Cole's creek,	Do.
" 11.	133	February 5.	4 138	Charles Surget,	Henry Plattner,	245 ⁰ / ₁₀₀	Cole's creek,	Do.
" 11.	134	February 5.	4 139	Charles Surget,	William Cobb,	100 ⁰ / ₁₀₀	Second creek,	Do.
" 11.	135	February 5.	4 140	Charles Surget,	Arthur Cobb,	400 ⁰ / ₁₀₀	Second creek,	Do.
" 16.	136	February 9.	4 165	Samuel Timberlake,	William Cobb,	500 ⁰ / ₁₀₀	St. Catharine's creek,	Do.
" 16.	137	February 9.	4 166	Joshua Howard,	Benjamin Lanier,	500 ⁰ / ₁₀₀	Sandy creek,	Do.
" 16.	138	February 9.	4 167	Mordecai Throckmorton and James Spain,	Patrick Foley,	1,000 ⁰ / ₁₀₀	Buffalo creek,	Do.
" 16.	139	February 9.	4 168	Legal representatives of Richard Harrison,	Richard Harrison,	410 ⁰ / ₁₀₀	Cole's creek,	Do.
" 16.	140	February 9.	4 169	Patrick Foley,	Ruken Jek,	240 ⁰ / ₁₀₀	Bayou Sara,	Do.
" 16.	141	February 9.	4 170	John F. Carmichael,	Thomas Viles,	240 ⁰ / ₁₀₀	Bayou Sara,	Do.
" 16.	142	February 9.	4 171	Lyman Harding,	Daniel Harrigill,	300 ⁰ / ₁₀₀	Sandy creek,	Do.
" 17.	143	February 10.	4 172	William Linton,	Rebecca McCabe,	1st	Under the bluff at Natchez,	Do.
" 17.	144	February 10.	4 173	Stephen Henderson,	Mordecai Richards,	600 ⁰ / ₁₀₀	River Homochitto,	Do.
" 17.	145	February 10.	4 174	Gen. W. Humphreys (in right of his wife Sara) and Maria Dillingham,	Sara and Maria Smith,	480 ⁰ / ₁₀₀	Bayou Pierre,	Do.
" 17.	146	February 10.	4 175	Robert Moore,	William Ferguson,	111 ⁰ / ₁₀₀	St. Catharine's creek,	Do.
" 17.	147	February 10.	4 176	Anthony Daugherty,	William Ferguson,	52 ⁰ / ₁₀₀	St. Catharine's creek,	Do.
" 17.	148	February 10.	4 177	Richard Miller,	Christian Harman,	385 ⁰ / ₁₀₀	Sandy creek,	Do.
" 17.	149	February 10.	4 178	Legal representatives of James Nicholson,	James Nicholson,	600 ⁰ / ₁₀₀	Buffalo creek,	Do.
" 17.	150	February 10.	4 179	John Smith,	James Nicholson,	157 ⁰ / ₁₀₀	Farchild's creek,	Do.
" 17.	151	February 10.	4 180	John Smith,	Mark Cole,	240 ⁰ / ₁₀₀	Cole's creek,	Do.
" 17.	152	February 10.	4 181	David Sullivan,	Thomas Sullivan,	600 ⁰ / ₁₀₀	Cole's creek,	Do.
" 17.	153	February 10.	4 182	David Ferguson, assignee of Jacob Crump-	Jacob Crumpphitt,	600 ⁰ / ₁₀₀	Cole's creek,	Do.
" 17.	154	February 10.	4 183	bol,	Sarah Arnsang,	400 ⁰ / ₁₀₀	Bayou Pierre,	Do.
" 17.	155	February 10.	4 184	Thomas White,	Alexander McCulloch,	500 ⁰ / ₁₀₀	Buffalo creek,	Do.
" 17.	156	February 10.	4 185	William Dunbar,	Henry Nicholson,	400 ⁰ / ₁₀₀	River Homochitto,	Do.
" 17.	157	February 10.	4 186	Walter Baring,	Samuel Cooper,	400 ⁰ / ₁₀₀	Sandy creek,	Do.
" 17.	158	February 10.	4 187	Ebenezer Rees,	Elizabeth Douglas,	400 ⁰ / ₁₀₀	Cole's creek,	Do.
" 17.	159	February 10.	4 188	Levis Evans,	Sylvester Derry,	500 ⁰ / ₁₀₀	Wells's creek,	Do.
" 17.	160	February 10.	4 189	Joshua Howard,	Thomas Derry,	500 ⁰ / ₁₀₀	Wells's creek,	Do.

ABSTRACT FOR FEBRUARY, 1807—Continued.

Commissioners' certificates.				To whom granted.			Claim.		Quantity allowed.	Situation.	Whence derived.	Title.
When entered.	No.	Date.	Recorded.									
			Vol.	Page.					Acres.			
1807.		1807.			William Conner, in right of his wife Mary,	Mary Savage,	-	-	1,000f	Buffalo creek,	Spanish,	March 28, 1794.
Feb. 17,	160	February 10,	4	189	Edmund Johnson,	Edmund Johnson,	-	-	600f	Cole's creek,	Do.	Oct. 30, 1790.
" 17,	161	February 11,	4	190	Benjamin Hook, assignee of Simon Hook,	David Mulkey,	-	-	700	St. Catharine's creek,	Do.	March 30, 1798.
" 18,	162	February 11,	4	191	John Vandeval, assignee of David Jones,	John Vandeval, Sen.	-	-	300	Cole's creek,	Occupancy,	March 30, 1798.
" 18,	163	February 11,	4	192	Legal representatives of David Jones,	David Jones,	-	-	640	River Mississippi,	Do.	March 30, 1798.
" 18,	164	February 11,	4	193	Legal representatives of David Jones,	Reuben Brasfield,	-	-	640	Buffalo creek,	Do.	March 30, 1798.
" 18,	165	February 11,	4	194	Edwards Lovelace,	Edwards Lovelace,	-	-	331	River Mississippi,	Do.	March 30, 1798.
" 18,	166	February 11,	4	195	David Lambert, assignee of Wm. Everitt,	James McNeely,	-	-	450	Buffalo creek,	Do.	March 30, 1798.
" 18,	167	February 11,	4	196	Newel Vick, assignee of John Hamberlin,	John Hamberlin,	-	-	400	Cole's creek,	Do.	March 30, 1798.
" 18,	168	February 11,	4	197	John Chambers,	Isaac Erwin,	-	-	640	Wells's creek,	Do.	March 30, 1798.
" 18,	169	February 11,	4	198	James Simmons,	James Simmons,	-	-	640	Cole's creek,	Do.	March 30, 1798.
" 18,	170	February 11,	4	199	Mary Cole,	Mary Cole,	-	-	120	Cole's creek,	Do.	March 30, 1798.
" 18,	171	February 11,	4	200	Abraham Scriber,	William Bird,	-	-	225	Kirchild's creek,	Do.	March 30, 1798.
" 18,	172	February 11,	4	201	Alexander Montgomery,	Buckner Pitman,	-	-	640	Bayou Pierre,	Do.	March 30, 1798.
" 18,	173	February 11,	4	202	James McNeely,	William Boyard,	-	-	640	Buffalo creek,	Do.	March 30, 1798.
" 18,	174	February 11,	4	203	Samuel Lusk,	Samuel Lusk,	-	-	640	River Homochitto,	Do.	March 30, 1798.
" 18,	175	February 11,	4	204	Philip Sessions, assignee of Wm. Glasscock,	William Glasscock,	-	-	170	Second creek,	Do.	March 30, 1798.
" 18,	176	February 11,	4	205	Bailey E. Chaney,	Earle Marble,	-	-	400	Cole's creek,	Do.	March 30, 1798.
" 18,	177	February 11,	4	206	John Nugent,	Benjamin Carroll,	-	-	535	Buffalo creek,	Do.	March 30, 1798.
" 18,	178	February 11,	4	207	Ezekiel De Witt,	Ezekiel De Witt,	-	-	167	St. Catharine's creek,	Do.	March 30, 1798.
" 18,	179	February 11,	4	208	Israel Smith, assignee of Elijah Phipps,	Elijah Phipps,	-	-	640	Buffalo creek,	Do.	March 30, 1798.
" 18,	180	February 11,	4	209	William A. Lusk,	William A. Lusk,	-	-	640	Mississippi river,	Do.	March 30, 1798.
" 20,	181	February 13,	4	210	James Davenport,	Thomas Splane,	-	-	600	Cole's creek,	Do.	March 30, 1798.
" 20,	182	February 13,	4	211	Abraham Clawson,	John Odam and others,	-	-	637	Sandy creek,	Do.	March 30, 1798.
" 20,	183	February 13,	4	212	Abraham Martin,	Henry Jacobs,	-	-	640	River Homochitto,	Do.	March 30, 1798.
" 20,	184	February 13,	4	213	Abrer Bickham,	John Mitchell,	-	-	640	Sandy creek,	Do.	March 30, 1798.
" 20,	185	February 13,	4	214	Joseph Sessions, assignee of John Mitchell,	Charles Marler,	-	-	640	Buffalo creek,	Do.	March 30, 1798.
" 20,	186	February 13,	4	215	David Latimore, assignee of Chas. Marler,	William Ogden,	-	-	605	Bayou Sara,	Do.	March 30, 1798.
" 20,	187	February 13,	4	216	William Ogden,	William Fanner,	-	-	500	Bayou Sara,	Do.	March 30, 1798.
" 20,	188	February 13,	4	217	William Fanner,	Robert Shufield,	-	-	536	Sandy creek,	Do.	March 30, 1798.
" 20,	189	February 13,	4	218	Richard Sessions,	John Erwin,	-	-	636	Sandy creek,	Do.	March 30, 1798.
" 20,	190	February 13,	4	219	John Erwin,	John Erwin,	-	-	300	Bayou Pierre,	Do.	March 30, 1798.
" 20,	191	February 13,	4	220	John Seary,	John Seary,	-	-	640	Cole's creek,	Do.	March 30, 1798.
" 20,	192	February 13,	4	221	John Seary,	John Seary,	-	-	502	Sandy creek,	Do.	March 30, 1798.
" 20,	193	February 13,	4	222	James Howard,	Isma Foreman,	-	-	320	Cole's creek,	Do.	March 30, 1798.
" 20,	194	February 13,	4	223	Legal representatives of Rufin Gray,	Rufin Gray,	-	-	270	River Homochitto,	Do.	March 30, 1798.
" 20,	195	February 13,	4	224	Ephraim Story,	Ephraim Story,	-	-	640	Bayou Pierre,	Do.	March 30, 1798.
" 20,	196	February 13,	4	225	James White,	Joseph White,	-	-	640	Buffalo creek,	Do.	March 30, 1798.
" 20,	197	February 13,	4	226	Joseph Patton,	Eli Bunch,	-	-	640	Buffalo creek,	Do.	March 30, 1798.
" 20,	198	February 13,	4	227	Stephen Ambrose,	Augustus Roddy,	-	-	640	River Homochitto,	Do.	March 30, 1798.
" 20,	199	February 13,	4	228			-	-			Do.	March 30, 1798.
" 20,	200	February 13,	4	229			-	-			Do.	March 30, 1798.

ABSTRACT FOR FEBRUARY, 1807—Continued.

Commissioners' certificates.				Claim.			Title.		
When entered.	No.	Date.	Recorded.	To whom granted.	Name of original grantee.	Quantity allowed.	Situation.	Whence derived.	Date of order of survey or settlement.
1807.									
Feb. 20,	201	February 13,	Vol. Page.	John Smith,	John Smith,	Acres.	Bayou Pierre,	Occupancy,	March 30, 1798.
" 20,	202	February 13,	4 230	Joseph Pamill, assignee of John Tally, Jun.	John Tally, Jun.	-	River Homochitto,	Do.	March 30, 1798.
" 21,	203	February 19,	4 231	Philip Siks,	Ebenezer Folsome,	640	River Homochitto,	Do.	March 30, 1798.
" 24,	204	February 19,	4 232	Elizabeth Swayze,	Elizabeth Swayze,	640	St. Catharine's creek,	Do.	March 30, 1798.
" 24,	205	February 19,	4 233	John Collins, assignee of Rebecca Graton,	Marian Sanders,	102	Buffalo creek,	Do.	March 30, 1798.
" 24,	206	February 19,	4 234	J. Holland and A. Hunt,	James Hayes,	640	River Homochitto,	Do.	March 30, 1798.
" 24,	207	February 19,	4 235	Stephen Douglass,	John Hamilton,	500	Bayou Pierre,	Do.	March 30, 1798.
" 24,	208	February 19,	4 236	Vincent Carter,	Vincent Carter,	640	Weeks's creek,	Do.	March 30, 1798.
" 24,	209	February 19,	4 237	Caleb Biggs,	Caleb Biggs,	610	Weeks's creek,	Do.	March 30, 1798.
" 24,	210	February 19,	4 238	Henry Phipps,	William Nicholson,	640	Buffalo creek,	Do.	March 30, 1798.
" 24,	211	February 19,	4 239	Thomas McCrorey,	Thomas Lamphier,	640	River Homochitto,	Do.	March 30, 1798.
" 24,	212	February 19,	4 240	James Truly,	James Truly,	355	Cole's creek,	Do.	March 30, 1798.
" 24,		February 19,	4 241						

LAND OFFICE WEST OF PEARL RIVER, March 1, 1807.

THOS. H. WILLIAMS.

REGISTER B—Continued.

Abstract of Certificates entered with the Register of the Land Office west of Pearl river, during the month of March, 1807, on which patents may issue without the payment of any purchase money.

Commissioners' certificates.				Claim.			Title.	
When entered.	No.	Date.	Recorded.	To whom granted.	Name of original grantee or claimant.	Quantity allowed.	Situation.	Whence derived.
			Vol. Page.					Date of order of survey or settlement.
1807.		1807.						
March 7.	213	March	4, 242	Adam Rum, -	Adam Rum, -	Acres.		
" 7.	214	March	4, 243	James Hyland, Sen., -	James Hyland, Sen., -	500	Cole's creek, -	Occupancy, March 30, 1798.
" 7.	215	March	4, 244	James Harman, -	James Harman, -	640	Big Black, -	Do. March 30, 1798.
" 7.	216	March	4, 245	Jesse King, -	Elizabeth Reed, -	500	Bayou Pierre, -	Do. March 30, 1798.
" 7.	217	March	4, 246	Thomas Lovelace, -	Thomas Lovelace, -	640	River Homochitto, -	Do. March 30, 1798.
" 7.	218	March	4, 247	John McCulloch, -	Lewis Davis, -	596	Buffalo creek, -	Do. March 30, 1798.
" 7.	219	March	4, 248	Richard King, assignee of Joseph Ford, -	Joseph Ford, -	640	River Homochitto, -	Do. March 30, 1798.
" 7.	220	March	4, 249	Legal representatives of Joseph Miller, dec'd, -	Joseph Miller, -	350	River Homochitto, -	Do. March 30, 1798.
" 7.	221	March	4, 250	Justus Andrews, -	Justus Andrews, -	592	Buffalo creek, -	Do. March 30, 1798.
" 7.	222	March	4, 251	James Howard, assignee of Zadock Barrow, -	Zadock Barrow, -	640	River Homochitto, -	Do. March 30, 1798.
" 7.	223	March	4, 252	Littleberry West, -	Thomas Nicholls, -	290	Cole's creek, -	Do. March 30, 1798.
" 7.	224	March	4, 253	Landon Davis, -	Landon Davis, -	640	River Homochitto, -	Do. March 30, 1798.
" 9.	225	March	6, 254	William Adams, -	John Adams, -	201	St. Catharine's creek, -	Do. March 30, 1798.
" 9.	226	March	6, 255	John H. White, -	John H. White, -	300f	St. Catharine's creek, -	Spanish, Dec. 3, 1791.
" 9.	227	March	6, 256	Abijah Hunt, -	Hardy Perry, -	600	Bayou Pierre, -	Occupancy, March 30, 1798.
" 9.	228	March	6, 257	John Gaskins, -	John Gaskins, -	350f	Cole's creek, -	Spanish, April 26, 1790.
" 9.	229	March	6, 258	David Ferguson, assignee of Ebenezer Rees, -	Charles Howard, -	400	Fairchild's creek, -	Occupancy, March 30, 1798.
" 9.	230	March	6, 259	Legal representatives of Charles Boardman, -	Abner Pipes, -	115f	Fairchild's creek, -	Spanish, Feb. 2, 1793.
" 9.	231	March	6, 260	Legal representatives of Thomas L. White, -	Thomas L. White, -	500f	Bayou Sara, -	Do. May 30, 1794.
" 9.	232	March	6, 261	Simpson Holmes, -	Simpson Holmes, -	640	Beaver creek, -	Occupancy, March 30, 1798.

LAND OFFICE WEST OF PEARL RIVER, April 1, 1807.

THOS. H. WILLIAMS.

REGISTER B—Continued.

Abstract of Certificates entered with the Register of the Land Office west of Pearl river, during the month of April, 1807, on which patents may issue without the payment of any purchase money.

Commissioners' certificates.				Claim.			Title.		
When entered.	No.	Date.	Recorded.	To whom granted.	Name of original grantee or claimant.	Quantity allowed.	Situation.	Whence derived.	Date of order of survey or settlement.
1807.		1807.	Vol. Page.						
April 7,	223	March 30,	4 263	Richard Kings,	Gibson Clark,	600f.	River Mississippi,	Spanish,	May 12, 1787.
" 7,	224	March 30,	4 262	Richard Kings,	John B. Lapoint,	400f.	River Mississippi,	Do.	August 31, 1790.
" 7,	225	March 30,	4 264	Legal representatives of Abner Pipes,	Abner Pipes,	485f.	River Mississippi,	Do.	Feb. 2, 1793.
" 7,	226	March 30,	4 265	William Kirkwood,	William Kirkwood,	71	River Mississippi,	Do.	March 28, 1794.
" 7,	227	March 30,	4 266	James Clark, assignee of Hugh Nelson,	James Clark,	114	Wells creek,	Do.	Feb. 24, 1795.
" 7,	228	March 30,	4 267	John Girault,	John Montgomery,	597f.	Bayou Pierre,	Do.	January 13, 1793.
" 7,	229	March 30,	4 268	Legal representatives of David Kennedy,	Benjamin Monsanto,	500f.	River Mississippi,	Do.	Sept. 23, 1798.
" 7,	230	March 30,	4 269	Legal representatives of Frederick Calvit,	Polcarpo Regillo,	300f.	Buffalo creek,	Do.	July 26, 1792.
" 7,	231	March 30,	4 270	Legal representatives of Frederick Calvit,	Frederick Calvit,	300f.	River Mississippi,	Do.	March 28, 1794.
" 7,	232	March 30,	4 271	Samuel Phipps,	Samuel Phipps,	370f.	Second creek,	Do.	Sept. 24, 1793.
" 7,	233	March 30,	4 272	Legal representatives of John Vaucheré,	John St. Germain,	1,000f.	River Mississippi,	Do.	June 10, 1786.
" 7,	234	March 30,	4 273	Thomas Calvit,	Richard Devall,	500f.	Cole's creek,	Do.	Nov. 13, 1788.
" 7,	235	March 30,	4 274	Robert Moore,	Jacob Cable,	74f.	St. Catharine's creek,	Do.	Dec. 10, 1782.
" 7,	236	March 30,	4 275	William Mackey,	Philip Neville,	100	Bayou Pierre,	Do.	January 24, 1795.
" 7,	237	March 30,	4 276	Legal representatives of Ebenezer Dayton,	Russell Jones,	140f.	St. Catharine's creek,	Do.	Dec. 23, 1784.
" 7,	238	March 30,	4 277	Legal representatives of Wm. Hamberlin,	William Hamberlin,	315	Cole's creek,	Occupancy,	March 30, 1798.
" 7,	239	March 30,	4 278	Elias Barnes, assignee of Francis Nailer,	James Lobdill,	467f.	Bayou Pierre,	Spanish,	July 16, 1792.
" 7,	240	March 30,	4 279	Francis Nailer,	William Cooper,	186f.	Second creek,	Spanish,	Oct. 1, 1787.
" 9,	251	April 8,	4 280	John Still Lee,	Jesse Edwards,	600	Big Black,	Occupancy,	March 30, 1798.
" 13,	252	April 9,	4 281	Stephen Richards,	Stephen Richards,	640	Bayou Pierre,	Do.	March 30, 1798.
" 13,	253	April 9,	4 282	William Stampley,	William Stampley,	640	Cole's creek,	Do.	March 30, 1798.
" 13,	254	April 9,	4 283	Simon Presler,	Simon Presler,	640	River Homochitto,	Do.	March 30, 1798.
" 13,	255	April 9,	4 284	Abijah Hunt,	George Bailey,	640	Wells's creek,	Do.	March 30, 1798.
" 13,	256	April 9,	4 284	Abijah Hunt,	James Ervin,	530	Sandy creek,	Do.	March 30, 1798.
" 13,	257	April 10,	4 286	Thos. Donaldson, in right of his wife Winifred,	Winifred Byron,	500	Wells's creek,	Do.	March 30, 1798.
" 13,	258	April 10,	4 287	Adam Lanelhart,	Adam Lanelhart,	500	Buffalo creek,	Do.	March 30, 1798.
" 13,	259	April 10,	4 288	Wilson Bolls,	Wilson Bolls,	240	Big Black,	Do.	March 30, 1798.
" 22,	260	April 15,	4 289	Thomas Foster,	Stephen Douglass,	-	Lots No. 2 & 4, of sq. 30, Natchez,	Do.	March 30, 1798.
" 24,	261	April 22,	4 290	Francis Nailer,	John Burnet, Junr.,	170	Bayou Pierre,	Do.	March 30, 1798.
" 24,	262	April 24,	4 291	Ebenezer Rees,	John Odum,	500f.	Bayou Pierre,	Spanish,	Feb. 24, 1795.

LAND OFFICE WEST OF PEARL RIVER, May 1, 1807.

THOS. H. WILLIAMS, Register.

REGISTER B—Continued.

Abstract of Certificates entered with the Register of the Land Office west of Pearl river, during the months of May and June, 1807, on which patents may issue without the payment of any purchase money.

Commissioners' certificates.				Claim.		Quantity allowed.	Title.	
When entered.	No.	Date.	Recorded.	To whom granted.	Name of original grantee or claimant.		Situation.	Whence derived.
1807.		1807.	Page.			Acres.		Date of order of survey or settlement.
May	1,	265	4	William Spiller, assignee of Jeremiah Routh,	Jeremiah Routh,	550	Cole's creek,	Occupancy,
"	1,	266	4	Anthony Hoggatt,	Anthony Hoggatt,	100 $\frac{1}{2}$	St. Catharine's creek,	Spanish,
"	2,	263	4	William Smith,	James Simmons,	550	Bayou Pierre,	British,
"	2,	264	4	Eustice Humphreys, assignee of James Cole,	James Cole,	200	Cole's creek,	Occupancy,
"	14,	267	4	John Clark,	John Clark,	640	Bayou Pierre,	Do.
"	14,	268	4	Hardess Ellis,	James Sanders,	234	Buffalo creek,	Do.
"	14,	269	4	Abijah Hunt,	Skipwith Durbin,	640	Wells's creek,	Do.
"	14,	270	4	John Ritchie,	David Wattman,	240 $\frac{1}{2}$	River Homochitto,	Spanish,
"	16,	271	4	Richard King,	William Cason,	640	River Homochitto,	Occupancy,
"	16,	272	4	Levi Lusk,	Levi Lusk,	330	River Homochitto,	Do.
"	16,	273	4	Jacob Lusk,	Jacob Lusk,	640	River Homochitto,	Do.
"	18,	274	4	Thomas White,	Thomas White,	290 $\frac{1}{2}$	St. Catharine's creek,	Spanish,
"	18,	275	4	William Lewis,	Daniel Rarnet,	290 $\frac{1}{2}$	Cole's creek,	Do.
"	18,	276	4	Thomas Freeman and John McKee,	Louis Rarnet,	1,000 $\frac{1}{2}$	St. Catharine's creek,	Do.
"	18,	277	4	Simon Hook and Bartholomew James,	James Stoddard,	203 $\frac{1}{2}$	St. Catharine's creek,	Do.
June	3,	278	4	Win. Brooks, assignee of Jephtha Higdon,	Jephtha Higdon,	715 $\frac{1}{2}$	St. Catharine's creek,	Do.
"	3,	279	4	Anthony Calvit,	Anthony Calvit,	200 $\frac{1}{2}$	Mississippi river,	Do.
"	8,	280	4	Anthony Glass,	Anthony Glass,	640	St. Catharine's creek,	Do.
"	8,	281	4	Samuel C. Young,	Nathaniel Tomlinson,	133	St. Catharine's creek,	Occupancy,
"	19,	282	4	William Lintot,	William Lintot,	100	1 and 2, of sq. No. 7, Natchez,	Do.
"	19,	283	4	John Williams,	John Williams,	200	3, of sq. No. 26, Natchez,	Do.
"	19,	284	4	Thomas M. Green,	Ebenezer Gossett,	350	Cole's creek,	British.
"	19,	285	4	Thomas M. Green,	Benjamin Roberts,	132	Cole's creek,	Do.
"	19,	286	4	Thomas M. Green,	Alexander Boyd,	200	Cole's creek,	Do.
"	11,	288	4	Legal representatives of Domingo Loreto,	Henry Roach,	200	Cole's creek,	Do.
"	11,	289	4	James Moore,	Bertrand Febrean,	Lot No. 2, of sq. No. 25, Natchez,	Occupancy,	March 30, 1798.
"	19,	291	4	Samuel P. Moore,	Andrew Scandlin,	Lot No. 1, of sq. No. 26, Natchez,	Do.	March 30, 1798.
"	19,	292	4	John Stump,	James Rose,	Lot No. 4, of sq. No. 12, Natchez,	Do.	March 30, 1798.
"	19,	293	4	William Scott,	John Stump,	Lot No. 4, of sq. No. 26, Natchez,	Do.	March 30, 1798.
"	19,	294	4	Abijah Hunt,	John St. Germain,	150 $\frac{1}{2}$	St. Catharine's creek,	Spanish.
"	19,	295	4	Peter B. Bruin,	Ebenezer Smith,	500 $\frac{1}{2}$	Bayou Pierre,	Do.
"	19,	296	4	Jacob Aikard,	Peter B. Bruin,	640	Bayou Pierre,	Occupancy,
"	19,	297	4	Thomas M. Green,	Jacob Aikard,	400	Cole's creek,	Spanish,
"	19,	298	4	Andrew A. Ellicott and John Walkér,	Joseph Dawes,	400	Homochitto river,	British.
"	19,	299	4	Ebenezer Rees,	Peter Cabanne,	400 $\frac{1}{2}$	Sandy creek,	Spanish.
"	19,	300	4	Benajah Osmini, assignee of A. Beall's heirs.	James White,	400	St. Catharine's creek,	Occupancy,
"	19,		4		John White,	240 $\frac{1}{2}$	St. Catharine's creek,	Spanish.

LAND OFFICE WEST OF PEARL RIVER, July 1, 1807.

THOS. H. WILLIAMS, Register.

REGISTER C.

Abstract of Certificates entered with the Register of the Land Office west of Pearl river, during the month of September, 1806, on which patents may issue without the payment of purchase money, but not until a judicial decision shall have been obtained against the conflicting British claims.

Commissioners' certificates.				Claim.			Title.		Adverse British claim.	
When entered.	No.	Date.	Recorded.	To whom granted.	Name of original claimant.	Quantity allowed.	Situation.	Whence derived.	Name of claimant.	Name of original grantee or claimant.
1806.		1805.	Vol. Page.							
Sept. 1,	1	June 4,	4 38	Adam Tooley,	-	-	St. Catharine's creek,	Spanish,	Heirs of D. Waugh,	David Waugh.
" 1,	2	June 4,	4 39	Adam Tooley,	-	-	St. Catharine's creek,	Do.	Heirs of D. Waugh,	David Waugh.
" 1,	3	June 4,	4 40	Legal representatives of John Terry,	-	-	Cole's creek,	Do.	Augustine Prevost,	Augustine Prevost.
" 1,	4	June 4,	4 41	Anthony Hoggatt,	-	-	St. Catharine's creek,	Do.	Heirs of D. Waugh,	David Waugh.
					Caddler Rabby,	Acres.				
					James West,	300.				
					John Terry,	470.				
					John Tear,	700.				
						700.				

REGISTER'S OFFICE WEST OF PEARL RIVER, October 1, 1806.

THOS. H. WILLIAMS.

REGISTER C—Continued.

Abstract of Certificates entered with the Register of the Land Office west of Pearl river, during the month of February, 1807, on which patents may issue without the payment of any purchase money, but not until a judicial decision shall have been obtained against the adverse British claims.

Commissioners' certificates.				Claim.			Title.		Adverse British claim.	
When entered.	No.	Date.	Recorded.	To whom granted.	Name of original claimant.	Quantity allowed.	Situation.	Whence derived.	Name of claimant.	Name of original grantee or claimant.
1807.		1807.	Vol. Page.							
Feb. 12,	5	Feb. 3,	4 141	Zachariah Kirkland,	James Simmons,	Acres.	Mississippi river,	Spanish,	Heirs of G. B. Rodney,	Sir G. B. Rodney.
" 12,	6	Feb. 3,	4 143	Mordecai Throckmorton,	John Holt,	400.	Cole's creek,	Do.	Augustine Prevost,	Augustine Prevost.
" 12,	7	Feb. 3,	4 145	Jesse Harper,	Jesse Harper,	500.	Cole's creek,	Do.	William Turpin,	William Marshall.
" 12,	8	Feb. 3,	4 147	Jesse Harper,	Jesse Harper,	500.	Cole's creek,	Do.	William Turpin,	William Marshall.
" 12,	9	Feb. 3,	4 149	Cato West,	Richard Trevilian,	500.	Cole's creek,	Do.	Augustine Prevost,	Augustine Prevost.
" 12,	10	Feb. 3,	4 151	John Burch,	George Demoss,	26 1/2.	Cole's creek,	Occupancy,	Augustine Prevost,	Augustine Prevost.
" 12,	11	Feb. 3,	4 153	John Stabraker,	John Stabraker,	160	Mississippi river,	Do.	Heirs of G. B. Rodney,	Sir G. B. Rodney.
" 12,	12	Feb. 3,	4 155	Felix Hughes,	John Cole,	640	Cole's creek,	Do.	Ann Carr, Aug. Prevost,	John Firby, Aug. Prevost.
" 12,	13	Feb. 3,	4 157	John Cole,	Felix Hughes,	640	Cole's creek,	Do.	William Turpin,	William Marshall.
" 12,	14	Feb. 3,	4 159	Prosper King,	David Odum,	600	Cole's creek,	Do.	Augustine Prevost,	Augustine Prevost.
" 12,	15	Feb. 3,	4 161	Hugh Slater,	Hugh Slater,	640	Cole's creek,	Do.	Augustine Prevost,	Augustine Prevost.
" 12,	16	Feb. 3,	4 163	George Jones,	George Jones,	640	Cole's creek,	Do.	Augustine Prevost,	Augustine Prevost.

LAND OFFICE WEST OF PEARL RIVER, March 1, 1807.

THOS. H. WILLIAMS, Register.

REGISTER C—Continued.

Abstract of Certificates of pre-emption claims entered with the Register of the Land Office west of Pearl river, during the month of November, 1806.

Commissioners' certificates.				Claim.		Quantity allowed.	Situation.
When entered.	No.	Date.	Recorded.	To whom granted.	Name of original settler.		
1806.		1806.	Vol. Page.			Acres.	
Nov. 15.	1	Sept. 4.	-	Reuben White,	Reuben White,	100	Bayou Pierre.
" 15.	2	Sept. 4.	-	Henry Ledbetter,	Henry Ledbetter,	200	Cole's creek.
" 15.	3	Sept. 4.	-	James Hynum,	James Hynum,	286	Cole's creek.
" 15.	4	Sept. 4.	-	Archibald Erwin,	Archibald Erwin,	450	Cole's creek.
" 15.	5	Sept. 4.	-	John Martin,	John Pipes,	350	Cole's creek.
" 15.	6	Sept. 4.	-	David Hunt,	David Hunt,	216	Cole's creek.
" 15.	7	Sept. 4.	-	Thomas Fitzpatrick,	James Milligan,	438	Bayou Pierre.
" 15.	8	Sept. 4.	-	Henry Kiper,	Joseph Green,	187	Cole's creek.
" 15.	9	Sept. 4.	-	Arthur Brown Ross,	John Stone,	250	Cole's creek.
" 15.	10	Sept. 4.	-	Charles Cissna,	Charles Cissna,	271	Bayou Pierre.
" 15.	11	Sept. 4.	-	Aaron Neel,	Aaron Neel,	300	Bayou Pierre.
" 15.	12	Sept. 4.	-	John Hill,	John Hill,	197	Bayou Pierre.
" 15.	13	Sept. 4.	-	Samuel Boyd,	Samuel Boyd,	458	River Homochitto.
" 15.	14	Sept. 4.	-	James Vincent,	James Vincent,	200	River Homochitto.
" 15.	15	Sept. 4.	-	Thomas Morgan,	Thomas Morgan,	210	River Homochitto.
" 15.	16	Sept. 4.	-	Francis Baldrige,	Benajah Spel,	640	Cole's creek.
" 15.	17	Sept. 4.	-	Thomas Lacy,	Thomas Lacy,	320	Cole's creek.
" 15.	18	Sept. 4.	-	William Lacy,	William Lacy,	230	Cole's creek.
" 15.	19	Sept. 4.	-	Thomas Evans,	Thomas Evans,	500	Bayou Pierre.
" 15.	20	Sept. 4.	-	Samuel Osborne,	Samuel Osborne,	67	River Mississippi.
" 15.	21	Sept. 4.	-	Martin Cooper,	Martin Cooper,	200	Bayou Pierre.
" 15.	22	Sept. 4.	-	Legal representatives of Christian Braxton,	Christian Braxton,	100	Bayou Pierre.
" 15.	23	Sept. 4.	-	John Maylone,	Amos Hubbard,	100	River Mississippi.
" 15.	24	Sept. 4.	-	Pliny Smith,	Phineas Smith,	640	River Mississippi.
" 15.	25	Sept. 4.	-	John Woods,	John Woods,	250	Bayou Pierre.
" 15.	26	Sept. 4.	-	Thomas Tompkins,	James White,	100	River Mississippi.
" 15.	27	Sept. 4.	-	Reuben Mayfield,	John Delany,	242	River Homochitto.
" 15.	28	Sept. 4.	-	William Kennison,	William Kennison,	372	River Homochitto.
" 15.	29	Sept. 4.	-	Ebenezer Clapp,	Joseph Ford, Jun.,	304	River Homochitto.
" 15.	30	Sept. 4.	-	John Reed,	Ebenezer Clapp,	100	River Homochitto.
" 15.	31	Sept. 4.	-	Joseph Slocumb,	John Reed,	210	River Homochitto.
" 15.	32	Sept. 4.	-	Moses Pipkin,	Moses Pipkin,	227	River Homochitto.
" 15.	33	Sept. 4.	-	Henry Sloder,	Henry Sloder,	160	River Homochitto.
" 15.	34	Sept. 4.	-	William Cissna,	William Cissna,	160	River Homochitto.
" 15.	35	Sept. 4.	-	John Robinette,	John Robinette,	320	River Homochitto.
" 15.	36	Sept. 4.	-	Joseph Galbreath,	Joseph Galbreath,	280	River Homochitto.
" 15.	37	Sept. 4.	-	Asher Pipkin,	Asher Pipkin,	455	River Homochitto.
" 15.	38	Sept. 4.	-	Samuel Lum, Sen.,	Samuel Lum, Sen.,	169	River Homochitto.
" 15.	39	Sept. 4.	-			400	Bayou Pierre.

ABSTRACT FOR NOVEMBER, 1806—Continued.

Commissioners' certificates.				Claim.			Quantity allowed.	Situation.
When entered.	No.	Date.	Recorded.	To whom granted.	Name of original settler.			
1806.		1806.	Vol. Page.				Acres.	
Nov. 15.	40	Sept. 8.	8.	James Bounds.	John Pollard.	-	200	Bayou Pierre.
" 16.	41	Sept. 8.	8.	Samuel Deamond, assignee of David Lum.	Robert Thompson.	-	150	Bayou Pierre.
" 16.	42	Sept. 8.	8.	Ezekiel Evans.	Ezekiel Evans.	-	240	Bayou Pierre.
" 16.	43	Sept. 9.	9.	Joseph Queigress, assignee of Jacob Drake.	Jacob Drake.	-	-	the bluff in Natchez.
" 16.	44	Sept. 9.	9.	Hugh McD. Chisholm.	Hugh McD. Chisholm.	-	-	the bluff in Natchez.
" 16.	45	Sept. 9.	9.	Robert Dunbar.	Robert Dunbar.	-	-	of square No. 7, Natchez.
" 16.	46	Sept. 9.	9.	Robert Dunbar.	Robert Dunbar.	-	-	of square No. 1, Natchez.
" 16.	47	Sept. 9.	9.	Ferdinand L. Claiborne.	Ferdinand L. Claiborne.	-	-	of square No. 2, Natchez.
" 16.	48	Sept. 9.	9.	Legal representatives of John Scott.	John Scott.	-	-	of square No. 3, Natchez.
" 16.	49	Sept. 9.	9.	Legal representatives of Andrew Beall.	Andrew Beall.	-	-	of square No. 3, Natchez.
" 16.	50	Sept. 9.	9.	John Wilkins, Junr.	-	-	-	of square No. 3, Natchez.
" 16.	51	Sept. 11.	11.	Joshua Rundell.	Joshua Rundell.	-	100	Bayou Pierre.
" 16.	52	Sept. 11.	11.	Simoon Holladay.	Simoon Holladay.	-	170	Bayou Pierre.
" 16.	53	Sept. 11.	11.	Robert Hill.	Robert Hill.	-	320	Bayou Pierre.
" 16.	54	Sept. 11.	11.	Gideon Lowry.	Robert Knox.	-	640	Bayou Pierre.
" 16.	55	Sept. 11.	11.	William Tabor.	William Tabor.	-	400	Bayou Pierre.
" 16.	56	Sept. 11.	11.	Andrew K. Boland.	Micajah Bennet.	-	179	Bayou Pierre.
" 16.	57	Sept. 11.	11.	John Dennis.	John Dennis.	-	300	Bayou Pierre.
" 16.	58	Sept. 22.	22.	William M. Smith.	William M. Smith.	-	200	Cole's creek.
" 16.	59	Sept. 22.	22.	Jeremiah Watson.	Jeremiah Watson.	-	200	Cole's creek.
" 16.	60	Sept. 22.	22.	Marshall Stroud.	Marshall Stroud.	-	173	Cole's creek.
" 16.	61	Sept. 22.	22.	William Sharbut.	William Sharbut.	-	150	Bayou Pierre.
" 16.	62	Sept. 26.	26.	James King.	Joseph Sanders.	-	225	Bayou Pierre.
" 16.	63	Sept. 26.	26.	Hezekiah Ford, assignee of Littleton Sanders.	Littleton Sanders.	-	414	River Homochitto.
" 16.	64	Sept. 26.	26.	John Calcote.	Darius Anderson.	-	320	River Homochitto.
" 16.	65	Sept. 26.	26.	James Owens.	James Owens.	-	294	River Homochitto.
" 16.	66	Sept. 26.	26.	Stephen Middleton.	Stephen Middleton.	-	155	River Homochitto.
" 16.	67	Sept. 26.	26.	James Middleton.	Joseph Bradley.	-	112	River Homochitto.
" 16.	68	Sept. 26.	26.	James Scarlett, assignee of Reuben Mayfield.	Reuben Mayfield.	-	620	River Homochitto.
" 16.	69	Sept. 26.	26.	William Montgomery.	Benjamin Kirleins.	-	640	River Mississippi.
" 16.	70	Sept. 26.	26.	William Mackey.	William Mackey.	-	216	River Big Black.
" 16.	71	October 29.	29.	William Cooper.	William Cooper.	-	297	River Big Black.
" 16.	72	October 29.	29.	Davenport Wiseman.	Davenport Wiseman.	-	153	River Big Black.
" 16.	73	October 29.	29.	John Robinson, Junr.	John Robinson, Junr.	-	200	River Big Black.
" 16.	74	October 29.	29.	Joseph Bullard.	Joseph Bullard.	-	162	River Big Black.
" 16.	75	October 29.	29.	Legal representatives of Joseph Box, deceased.	Cyrus Marsh.	-	204	River Big Black.
" 16.	76	October 29.	29.	George Sorrell.	George Sorrell.	-	350	River Big Black.
" 16.	77	October 29.	29.	Raymond Robinson.	William Dempsey.	-	365	River Big Black.
" 16.	78	October 29.	29.	Duncan Cameron.	Raymond Robinson.	-	-	River Big Black.
" 16.	79	October 29.	29.	Hezekiah Wright, assignee of Duncan Cameron.	Duncan Cameron.	-	196	River Big Black.

ABSTRACT FOR NOVEMBER, 1806—Continued.

Commissioners' certificates.			Claim.		Quantity allowed.	Situation.
When entered.	No.	Date.	Recorded.	To whom granted.	Name of original settler.	
1806.		1806.	Vol. Page.			
Nov. 15,	80	October 29,	-	Duncan Cameron,	William Knight,	River Big Black.
" 15,	81	October 29,	-	Legal representatives of Joseph Box, deceased,	Joseph Box,	River Big Black.
" 15,	82	October 29,	-	Legal representatives of Sam'l Lyon, deceased,	Samuel Lyon,	River Big Black.
" 15,	83	October 29,	-	John Ragsdale,	John Ragsdale,	River Big Black.
" 15,	84	October 29,	-	Harwood Jones,	Harwood Jones,	River Big Black.
" 15,	85	October 29,	-	Francis Jones,	Francis Jones,	River Big Black.
" 15,	86	October 29,	-	John L. Reynolds,	John Miller,	River Big Black.
" 15,	87	October 29,	-	Vincent Fortner,	Vincent Fortner,	River Big Black.
" 15,	88	October 29,	-	William B. Elam,	Jesse Stephens,	River Big Black.
" 15,	89	October 29,	-	William Miller,	Thomas Beard,	River Big Black.
" 15,	90	October 29,	-	Jacob Phillips,	Jacob Phillips,	River Big Black.
" 15,	91	October 29,	-	Samuel Beard,	Samuel Beard,	River Big Black.
" 15,	92	October 29,	-	Larkin White, assignee of John Anthony,	Reuben Ray,	River Big Black.
" 15,	93	October 30,	-	George Marshall,	Joseph Allen,	River Big Black.
" 15,	94	October 30,	-	John McCaleb,	John McCaleb,	Bayou Pierre.
" 15,	95	October 30,	-	Henry Millburn,	Henry Millburn,	Bayou Pierre.
" 15,	96	October 30,	-	James McCaleb,	James McCaleb,	Bayou Pierre.
" 15,	97	October 30,	-	John Robinson, Sen.,	Isaac Kemp,	Bayou Pierre.
" 15,	98	October 30,	-	Edward Clark,	Edward Clark,	Bayou Pierre.
" 15,	99	October 30,	-	Joseph Moor, assignee of Jonathan Kemp,	Jonathan Kemp,	Bayou Pierre.
" 15,	100	October 30,	-	Reuben Ray,	John Murphree,	Bayou Pierre.
" 15,	101	October 30,	-	John L. Reynolds,	John L. Reynolds,	Bayou Pierre.
" 15,	102	October 30,	-	Samuel Dearmond,	Samuel Dearmond,	Bayou Pierre.

REGISTER'S OFFICE WEST OF PEARL RIVER, December 1, 1806.

THOS. H. WILLIAMS.

REGISTER D.

Abstract of Pre-emption Certificates entered with the Register of the Land Office west of Pearl river, during the month of December, 1805.

Commissioners' certificates.			Claim.		Quantity allowed.	Situation.
When entered.	Number.	Date.	To whom granted.	Name of original settler.		
1805.		1806.			Acres.	
December 20,	103	December 15,	John Graves,	John Graves,	640	River Comite.
" 20,	104	December 15,	Richard Graves,	Richard Graves,	750	River Comite.
" 20,	105	December 15,	Robert Sims,	Robert Sims,	468	River Comite.
" 20,	106	December 15,	Leonard Hornsby,	Leonard Hornsby,	196	Beaver creek.
" 20,	107	December 15,	Micajah McCullen,	Micajah McCullen,	235	Beaver creek.
" 20,	108	December 15,	Jesse Lea,	James Swan,	221	Beaver creek.
" 20,	109	December 15,	John Davis, assignee of Jesse Lea,	James Hazletop,	117	Beaver creek.
" 20,	110	December 15,	William Lawrence,	William Lawrence,	237	River Amite.
" 20,	111	December 15,	Jacob Currey,	Jacob Currey,	535	River Amite.
" 20,	112	December 15,	Moses Foster,	Moses Foster,	320	Beaver creek.
" 20,	113	December 15,	Edmund Andrews,	Edmund Andrews,	300	River Amite.
" 20,	114	December 15,	Robert Trentham,	Robert Trentham,	425	River Amite.
" 20,	115	December 15,	Mathew Tool, assignee of James Burney,	James Burney,	320	River Amite.
" 20,	117	December 15,	Henry Ratcliff,	Henry Ratcliff,	170	Beaver creek.
" 20,	118	December 15,	Abner Green,	Peter Ratcliff,	640	Beaver creek.
" 20,	119	December 15,	Christopher Nelson,	Francis Graves,	300	River Comite.
" 20,	120	December 15,	Samuel Lacey, assignee of Samuel Harper,	Samuel Harper,	320	River Comite.
" 20,	121	December 15,	Thomas Shropshire,	Thomas Shropshire,	274	Beaver creek.
" 20,	123	December 15,	William Hickman,	William Hickman,	100	Beaver creek.
" 20,	124	December 15,	Robert Montgomery,	Robert Montgomery,	150	Beaver creek.
" 20,	125	December 15,	John Kneelan,	John Kneelan,	420	River Amite.
" 20,	126	December 15,	Mathew Tool, assignee of Robert Furlow,	Robert Furlow,	115	River Amite.
" 20,	127	December 15,	Isaac Jackson and W. Temple, assignees of John Berry,	John Berry,	100	River Amite.
" 20,	128	December 15,	William Curtis,	William Curtis,	534	Beaver creek.
" 20,	130	December 15,	William Burd,	William Burd,	382	Beaver creek.
" 20,	131	December 15,	John Courtney,	John Courtney,	320	Beaver creek.
" 20,	132	December 15,	David Drennon,	David Drennon,	590	Beaver creek.
" 20,	134	December 15,	William Hootsall,	William Hootsall,	174	River Amite.
" 20,	140	December 16,	Jane N. McCulloch,	Jane N. McCulloch,	217	Well's creek.
" 20,	141	December 16,	Isaac Corey,	Isaac Corey,	390	Second creek.
" 20,	142	December 16,	Henry Moore,	Isaac Corey,	234	River Homochitto.
" 20,	144	December 16,	Joseph Erwin,	Joseph Erwin,	200	River Homochitto.
" 20,	145	December 16,	Joseph Montgomery,	Joseph Montgomery,	96	Well's creek.
" 20,	146	December 16,	Francis Ballard,	John House,	350	River Homochitto.
" 20,	151	December 16,	Nehemiah Carter,	Francis Ballard,	165	River Homochitto.
" 20,	154	December 16,	John Coale,	Nehemiah Carter,	102	Sandy creek.
" 20,	156	December 16,	Legal representatives of Zacheus Tharp,	James McWaters,	90	River Homochitto.
" 20,	162	December 16,		Zacheus Tharp,	183	River Homochitto.
" 20,	165	December 16,			50	Bayou Pierre.

ABSTRACT FOR DECEMBER, 1806—Continued.

Commissioners' certificates.

Claim.

When entered.	Number.	Date.	To whom granted.	Name of original settler.	Quantity allowed.	Situation.
1806.		1806.			Acres.	
December 20,	166	December 16,	David Sims, assignee of John King,	John King,	640	Cole's creek.
" 20,	168	December 16,	John Gibson,	John Gibson,	246	Bayou Pierre.
" 20,	171	December 16,	Buckner Dardin,	Buckner Dardin,	300	Cole's creek.
" 20,	172	December 16,	Rit Crockett,	James Arbutnot,	320	Bayou Pierre.
" 20,	173	December 16,	Thomas Parks,	Thomas Parks,	200	Bayou Pierre.
" 20,	161	December 16,	Landlot Porter,	Thomas Aldridge,	321	River Homochitto.
" 20,	164	December 16,	Samuel McCaleb,	Samuel McCaleb,	350	Bayou Pierre.
" 20,	175	December 17,	William Erwin,	William Erwin,	250	Buffalo creek.
" 20,	176	December 17,	Samuel Stocket,	Samuel Stocket,	500	Buffalo creek.
" 20,	177	December 17,	Legal representatives of William Dillahunter,	William Dillahunter,	100	Buffalo creek.
" 20,	179	December 17,	John Babcock,	John Babcock,	150	Buffalo creek.
" 20,	180	December 17,	William Jones,	William Jones,	190	Buffalo creek.
" 20,	181	December 17,	Joseph Johnson, assignee of Sylvester Stauts,	Sylvester Stauts,	105	Buffalo creek.
" 20,	182	December 17,	Daniel Leatherman,	Daniel Leatherman,	124	Bayou Sara.
" 20,	183	December 17,	Elijah Thearel,	Elijah Thearel,	390	Buffalo creek.
" 20,	184	December 17,	Rebecca Dove,	Rebecca Dove,	30	Buffalo creek.
" 20,	186	December 17,	Benjamin Rogers, Sen.	Benjamin Rogers,	134	Buffalo creek.
" 20,	187	December 17,	Robert Quine,	William West,	128	Buffalo creek.
" 20,	189	December 17,	Henry Quine,	Henry Quine,	130	Buffalo creek.
" 20,	190	December 17,	Gadi Gibson,	Gadi Gibson,	240	Bayou Pierre.
" 20,	196	December 17,	Gideon Gibson,	Gideon Gibson,	320	Bayou Pierre.
" 20,	197	December 17,	Eleazer Thorp,	Jesse Griffin,	60	Bayou Pierre.
" 20,	199	December 17,	Jesse Griffin,	Jesse Griffin,	320	Bayou Pierre.
" 20,	200	December 17,	Westly W. Nealy, assignee of Lewis Coursey,	Lewis Coursey,	272	Bayou Pierre.
" 20,	203	December 17,	Joshua Matthews,	Joshua Matthews,	100	Bayou Pierre.
" 20,	205	December 17,	Abiah Hunt, assignee of Asahel Oneal,	Thomas H. Woods,	403	Bayou Pierre.
" 20,	206	December 17,	Alexander Armstrong,	Alexander Armstrong,	100	Bayou Pierre.
" 20,	207	December 17,	John Armstrongs,	John Armstrong,	100	Bayou Pierre.
" 22,	213	December 22,	James Bedsl, assignee of William Boyd,	William Boyd,	250	Bayou Pierre.
" 22,	215	December 22,	Jesse Stephens,	Reuben Sartton,	390	Bayou Pierre.
" 22,	217	December 22,	Stephen Gibson,	Stephen Gibson,	180	River Big Black.
" 22,	218	December 22,	Legal representatives of Nathaniel Gibson,	Nathaniel Gibson,	400	River Mississippi.
" 22,	219	December 22,	Thomas Gibson,	Nathaniel Gibson,	160	River Big Black.
" 22,	220	December 22,	William Lewis,	William Lewis,	304	River Mississippi.
" 22,	221	December 22,	Jonas Griffin,	Jonas Griffin,	330	River Mississippi.
" 22,	222	December 22,	Jeremiah Jones,	Jeremiah Jones,	334	River Mississippi.
" 22,	223	December 22,	Jonas Griffin, assignee of Ambrose McDonald,	Ambrose McDonald,	371	River Mississippi.
" 22,	224	December 22,	Legal representatives of Malachi Gibson,	Furney Griffin,	150	River Mississippi.
" 22,	226	December 22,	Thomas Newman,	Thomas Newman,	237	River Mississippi.
" 22,	231	December 22,	Chileab Smith,	Chileab Smith,	115	River Mississippi.
" 22,	235	December 22,	Elisha Flowers,	Joseph Flannagan,	240	Bayou Pierre.

ABSTRACT FOR DECEMBER, 1806—Continued.

Commissioners' certificates.			Claim.			Quantity allowed.	Situation.
When entered.	Number.	Date.	To whom granted.	Name of original settler.			
1806.		1806.				Acres.	
December	216	22	John D. Wilds, assignee of William Bovard,	William Bovard,	-	170	Bayou Sara.
"	218	22	Benjamin Rawlins and J. D. Wilds,	Benjamin Rawlins,	-	200	Bayou Sara.
"	220	22	Legal representatives of Gideon Matlock,	John Burnett,	-	240	River Mississippi.
"	221	22	Daniel Burnett,	James Davenport,	-	300	Bayou Pierre.
"	222	22	John and Samuel Cook,	John and Samuel Cook,	-	360	River Mississippi.
"	223	22	Jeremiah Griffing,	Jeremiah Griffing,	-	500	River Mississippi.
"	224	22	Thomas Arrananders,	Thomas Arrananders,	-	640	River Mississippi.
"	225	22	William Hutchinson,	William Hutchinson,	-	640	River Mississippi.
"	226	22	Shadrach Clavue,	Shadrach Clavue,	-	135	River Mississippi.
"	227	22	Joseph Templeton and James Hyland,	Joseph Templeton,	-	300	River Big Black.
"	228	22	James Lobdelle,	James Lobdelle,	-	135	River Mississippi.
"	229	22	Benjamin Steel,	Benjamin Steel,	-	55	River Mississippi.
"	230	22	Lucius Smith,	Lucius Smith,	-	177	River Mississippi.
"	231	22	Ezra Marble,	Ezra Marble,	-	106	River Mississippi.
"	232	22	Thomas Hubbard,	Thomas Hubbard,	-	524	River Mississippi.
"	233	22	Zachariah Walker,	David Lewis,	-	200	Bayou Sara.
"	234	22	Pierson Nowland,	Pierson Nowland,	-	200	Thompson's creek.
"	235	22	William Nowland,	William Nowland,	-	640	Thompson's creek.
"	236	22	Joseph Dunham,	Joseph Dunham,	-	692	Thompson's creek.
"	237	22	Isaac Johnson,	Isaac Johnson,	-	400	Thompson's creek.
"	238	22	Samuel Stocket, assignee of Francis Armstrong,	Reuben Dunham,	-	1,250	Thompson's creek.
"	239	22	Moses Starnes,	Francis Armstrong,	-	640	Thompson's creek.
"	240	22	William West, Jun.	Moses Starnes,	-	175	Thompson's creek.
"	241	22	William West, Sen.	William West, Sen.	-	500	Thompson's creek.
"	242	22	Micajah Frazier,	William Pharis,	-	400	Thompson's creek.
"	243	22	Henry Johnson, assignee of Hugh Dunham,	Hugh Dunham,	-	1,150	Bayou Sara.
"	244	22	William Smith,	William Pharis,	-	570	Thompson's creek.
"	245	22	Samuel Ross,	William Smith,	-	427	River Big Black.
"	246	22	Anthony Glass and Jesse Smith,	Samuel Ross,	-	300	River Mississippi.
"	247	22	Joseph Ferguson, Jun.	Jesse Smith,	-	610	River Mississippi.
"	248	22	George Ellis,	George Ellis,	-	250	Beaver creek.
"	249	22	Robert Griffin,	Robert Griffin,	-	320	River Mississippi.
"	250	22	Moses Floyd, assignee of John Calhoun,	John Calhoun,	-	320	River Big Black.
"	251	22	Benjamin Hicks, assignee of George Marshall,	George Marshall,	-	351	River Big Black.
"	252	22	Andrew Brackin,	S. B. Marshall,	-	378	River Big Black.
"	253	22	Andrew Mundell,	Andrew Mundell,	-	410	Bayou Pierre.
"	254	22	John Ellis,	John Ellis,	-	500	River Mississippi.
"	255	22	Charles Collins,	Charles Collins,	-	640	River Mississippi.
"	256	22	Seth Caston,	James Watkins,	-	258	River Mississippi.

ABSTRACT FOR DECEMBER, 1806.—Continued.

Commissioners' certificates.			Claim.		To whom granted.	Name of original settler.	Quantity allowed.	Situation.
When entered.	Number.	Date.						
1806.		1806.					Acres.	
December	233	December 29,	James Bolls,	-	James Bolls,	-	156	Cole's creek.
"	234	December 29,	Anthony Glass,	-	Jacob Huffman,	-	320	River Mississippi.
"	235	December 29,	Jonathan Mackey,	-	Jonathan Mackey,	-	311	Bayou Pierre.
"	236	December 29,	William H. Wooldridge,	-	William H. Wooldridge,	-	458	Bayou Pierre.
"	237	December 29,	Isaac A. B. Ross,	-	Samuel Jackson,	-	400	Cole's creek.
"	238	December 29,	Gustavus Campbell,	-	Gustavus Campbell,	-	100	Cole's creek.
"	239	December 29,	Jesse Cook,	-	Jesse Cook,	-	300	Cole's creek.
"	240	December 29,	Lewis Humphreys, assignee of Robert Simmons,	-	Robert Simmons,	-	155	Cole's creek.
"	241	December 29,	Jonathan Jones,	-	Jonathan Jones,	-	100	Cole's creek.
"	242	December 29,	James Scartill, assignee of Ambrose Downs,	-	Ambrose Downs,	-	921	River Mississippi.
"	243	December 29,	Andrew Glass,	-	Andrew Glass,	-	320	River Mississippi.
"	244	December 29,	William Barland, assignee of Henry Platner,	-	Jesse Edwards,	-	610	Cole's creek.
"	245	December 29,	Stephen Marble,	-	Stephen Marble,	-	113	Cole's creek.
"	246	December 29,	James Melson, assignee of Thomas Owens,	-	Thomas Owens,	-	200	Cole's creek.
"	247	December 29,	Richard Dardin, assignee of William Newman,	-	William Newman,	-	400	Cole's creek.
"	248	December 29,	Abijah Hunt,	-	John Waddell,	-	640	Bayou Pierre.
"	249	December 29,	Robert H. Morrow,	-	Darius Anderson,	-	100	River Homochitto.
"	250	December 29,	Jacob Hyland,	-	Jacob Hyland,	-	300	River Mississippi.
"	251	December 29,	William McCabe, assignee of Ire C. Kneeland,	-	Ire C. Kneeland,	-	409	River Comite.
"	252	December 29,	James McCaleb, assignee of William Killcrease,	-	William Killcrease,	-	390	Bayou Pierre.
"	253	December 29,	Legal representatives of Phillippina Beckley,	-	Phillippina Beckley,	-	200	Cole's creek.
"	254	December 29,	Francis Blundell,	-	Francis Blundell,	-	400	Cole's creek.
"	255	December 29,	James Hyland, Jun.	-	James Hyland, Jun.	-	200	River Big Black.
"	256	December 29,	John Gilbert,	-	John Gilbert,	-	50	Cole's creek.
"	257	December 29,	John Gilbert,	-	Stephen Jett,	-	200	Cole's creek.
"	258	December 29,	Isaac Fife,	-	Isaac Fife,	-	640	Bayou Pierre.
"	259	December 29,	Abram Ellis,	-	Abram Ellis,	-	200	Cole's creek.
"	260	December 29,	William Smith,	-	William Smith,	-	800	Bayou Pierre.
"	261	December 29,	John B. Walback,	-	Joseph White,	-	201	Bayou Pierre.
"	262	December 29,	Eliza Breazeale, assignee of Bartlet Shipp,	-	Bartlet Shipp,	-	400	Cole's creek.
"	263	December 15,	Turner, Linton, & Co. assignees of Ephraim Bates,	-	Ephraim Bates,	-	120	Cole's creek.
"	264	December 16,	John Callahan,	-	John Callahan,	-	610	River Homochitto.
"	265	December 29,	Daniel Davis,	-	Daniel McCaleb,	-	157	Cole's creek.
"	266	December 29,	Daniel Davis,	-	Daniel Davis,	-	130	Cole's creek.
"	267	December 29,	William Fairbanks,	-	William Fairbanks,	-	200	River Mississippi.
"	268	December 29,	Samuel Gibson, assignee of William Divine,	-	William Divine,	-	320	Bayou Pierre.
"	269	December 29,	Samuel Bridges,	-	Robert Ashley,	-	150	Bayou Pierre.
"	270	December 29,	James Smith,	-	James Smith,	-	289	Buffalo creek.
"	271	December 29,	Micajah Davis, assignee of William Roach,	-	William Roach,	-	320	Beaver creek.
"	272	December 29,	William Lea,	-	William Furlow,	-	201	River Amite.
"	273	December 15,	Alexander McKay,	-	Alexander McKay,	-	84	Beaver creek.

ABSTRACT FOR DECEMBER, 1806.—Continued.

Commissioners' certificates.			Claim.			To whom granted.	Name of original settler.	Quantity allowed.	Situation.
When entered.	Number.	Date.							
1806.		1806.						Acres.	
December 29,	129	December 15,	John Frances,	-	-	John Frances,	-	176	Beaver creek.
" 29,	133	December 15,	Mark Cole,	-	-	Mark Cole,	-	336	Beaver creek.
" 29,	135	December 15,	Peter Haines,	-	-	Peter Haines,	-	260	River Arnie.
" 29,	136	December 15,	Thomas Courtney,	-	-	Thomas Courtney,	-	320	Beaver creek.
" 29,	137	December 15,	Joseph Johnson,	-	-	Joseph Johnson,	-	325	River Arnie.
" 29,	139	December 15,	Owen Ellis,	-	-	Owen Ellis,	-	187	Beaver creek.
" 29,	143	December 16,	Caleb Worley,	-	-	Caleb Worley,	-	238	Wells's creek.
" 29,	147	December 16,	George Davis, assignee of Andrew Ritchey,	-	-	John Walton,	-	531	River Homochitto.
" 29,	148	December 16,	John McCoy,	-	-	John McCoy,	-	50	Wells's creek.
" 29,	149	December 16,	Wylie Atkins,	-	-	Wylie Atkins,	-	100	River Homochitto.
" 29,	150	December 16,	William R. Caston, assignee of John Caston,	-	-	John Caston,	-	250	River Homochitto.
" 29,	152	December 16,	Moses Miles,	-	-	Luke Blount,	-	158	Sandy creek.
" 29,	153	December 16,	Abraham Wells,	-	-	Abraham Wells,	-	178	Sandy creek.
" 29,	157	December 16,	Jesse Bryant,	-	-	Joseph Erwin,	-	184	Wells's creek.
" 29,	158	December 16,	Jeremiah Bass,	-	-	Jeremiah Bass,	-	610	River Homochitto.
" 29,	159	December 16,	John Hester,	-	-	John Hester,	-	610	River Homochitto.
" 29,	160	December 16,	John Wells,	-	-	John Wells,	-	330	Sandy creek.
" 29,	163	December 16,	William Vardiman,	-	-	John Morgan,	-	100	River Arnie.
" 29,	167	December 16,	James Harris,	-	-	James Harris,	-	200	Beaver creek.
" 29,	169	December 16,	Samuel Goodall,	-	-	Samuel Goodall,	-	215	Doud's creek.
" 29,	170	December 16,	Stephen Compton,	-	-	Stephen Compton,	-	31	Doud's creek.
" 29,	174	December 17,	John Henington,	-	-	John Henington,	-	320	Buffalo creek.
" 29,	178	December 17,	Josiah Baker,	-	-	John Nugent,	-	84	Buffalo creek.
" 29,	180	December 17,	Benjamin Rogers, Jun.	-	-	Benjamin Rogers, Jun.	-	61	Buffalo creek.
" 29,	188	December 17,	Matthew Cole,	-	-	Matthew Cole,	-	500	Buffalo creek.
" 29,	190	December 17,	William Berry, assignee of Thomas Herren,	-	-	Thomas Herren,	-	226	Buffalo creek.
" 29,	191	December 17,	Reuben Jackson,	-	-	Reuben Jackson,	-	90	Buffalo creek.
" 29,	192	December 17,	Jacob Jones,	-	-	Jacob Jones,	-	57	Buffalo creek.
" 29,	193	December 17,	Augustine Roddy,	-	-	Augustine Roddy,	-	50	Bayou Pierre.
" 29,	191	December 17,	James Land,	-	-	James Land,	-	610	Bayou Pierre.
" 29,	198	December 17,	John Hannah,	-	-	John Hannah,	-	200	Bayou Pierre.
" 29,	201	December 17,	Eli K. Ross,	-	-	Eli K. Ross,	-	100	Bayou Pierre.
" 29,	202	December 17,	David Sims,	-	-	David Sims,	-	102	Bayou Pierre.
" 29,	201	December 17,	William Pope,	-	-	William Pope,	-	500	River Mississippi.
" 29,	219	December 22,	John Murphree,	-	-	Lemuel Washburn,	-	320	River Big Black.
" 29,	227	December 22,	William Downs,	-	-	William Downs,	-	320	Bayou Pierre.
" 29,	233	December 22,	Legal representatives of Sinclair Pruitt,	-	-	Sinclair Pruitt,	-	500	Bayou Pierre.
" 29,	232	December 22,	Mark Waters,	-	-	Mark Waters,	-	172	Bayou Pierre.
" 29,	233	December 22,	Levi Norrell,	-	-	Levi Norrell,	-	105	Bayou Pierre.
" 29,	231	December 22,	George Cochran,	-	-	George Cochran,	-		
" 29,	236	December 22,	Moses Jones,	-	-	John Thompson,	-		

ABSTRACT FOR DECEMBER, 1806—Continued.

Commissioners' certificates.			Claim.		Quantity allowed.	Situation.
When entered.	Number.	Date.	To whom granted.	Name of original settler.		
1806.					Acres.	
December 29,	240	December 22,	Simeon Holliday,	Simeon Holliday,	640	River Mississippi.
" 29,	241	December 22,	John Nailor,	John Nailor,	313	River Mississippi.
" 29,	242	December 24,	William Walker,	William Walker,	640	Bayou Sara.
" 29,	243	December 24,	James Collingsworth,	James Collingsworth and Company,	1,600	Bayou Sara.
" 29,	244	December 24,	James Stansfield,	James Stansfield,	320	River Big Black.
" 29,	245	December 24,	Henry Parr,	Henry Parr,	640	River Mississippi.
" 29,	246	December 24,	Thomas Holden, assignee of Matthew Robinson,	Matthew Robinson,	437	Tucklaw creek.
" 29,	247	December 24,	Benjamin Goodall,	Benjamin Goodall,	100	Pett Gulf creek.
" 29,	248	December 24,	Thomas Essex,	Thomas Essex,	320	River Mississippi.
" 29,	249	December 24,	Lemuel Hubbard,	Lemuel Hubbard,	640	Buffalo creek.
" 29,	250	December 24,	Uriah Vining,	Uriah Vining,	130	Cole's creek.
" 29,	251	December 24,	Stephen Terry,	Stephen Terry,	640	Cole's creek.
" 29,	252	December 24,	Michael Fake,	Michael Fake,	152	Cole's creek.
" 29,	253	December 24,	Thomas Daniel,	Thomas Daniel,	320	Cole's creek.
" 29,	254	December 24,	James Corbet,	Lewis M. Tulwood,	400	Cole's creek.
" 29,	255	December 24,	Joseph Bullen,	Joseph Bullen,	640	Cole's creek.
" 29,	256	December 24,	Charles Trefore,	Charles Trefore,	225	Cole's creek.
" 29,	257	December 24,	Thomas Mosely, assignee of Henry Butcher,	Henry Butcher,	200	Cole's creek.
" 29,	258	December 24,	Edward Hinds, assignee of Major O'Dier,	William Gardner,	200	Cole's creek.
" 29,	259	December 24,	Joel Humphreys,	Joel Humphreys,	269	Second creek.
" 29,	260	December 24,	Rhoda Stanley,	Rhoda Stanley,	640	Bayou Pierre.
" 29,	261	December 24,	Robert Moore,	Robert Moore,	640	Bayou Pierre.
" 29,	262	December 24,	Arthur Patton,	Brian Wheeler,	320	Buffalo creek.
" 29,	263	December 24,	William Brocus, assignee of William Coursey,	William Coursey,	640	River Homochitto.
" 29,	264	December 24,	Joseph W. A. Lloyd,	Thomas Harrington,	105	St. Catharine's.
" 29,	265	December 24,	David R. Crosby,	David R. Crosby,	130	Wells's creek.
" 29,	266	December 24,	Daniel McNeely,	Daniel McNeely,	183	Bayou Pierre.
" 29,	267	December 24,	William Atchinson,	William Atchinson,	250	
" 29,	268	December 24,	Thomas J. Donaldson,	Thomas J. Donaldson,		
" 29,	269	December 24,	Ezekiel Flower,	Ezekiel Flower,		

LAND OFFICE WEST OF PEARL RIVER, January 1, 1807.

THOS. H. WILLIAMS, Register.

REGISTER D—Continued.

Abstract of Pre-emption Certificates entered with the Register of the Land Office west of Pearl river, during the months of May and June, 1807.

Commissioners' certificates.			Claim.		
When entered.	Number.	Date.	To whom granted.	Name of original settler.	Quantity allowed.
1807.		1807.			
June 27,	338	May 16,	Daniel Harrigil, -	Daniel Harrigil, -	Acres.
" 27,	339	May 16,	Thomas Jordan, -	Thomas Jordan, -	100
" 27,	340	May 16,	Hezekiah Harman, -	Hezekiah Harman, -	100
" 27,	341	June 12,	Hugh Davis, -	Hugh Davis, -	130
" 27,	342	June 13,	Peter B. Bruin, -	Peter B. Bruin, -	800
" 27,	343	June 13,	Adam Bingham, -	Adam Bingham, -	1,160
" 27,	344	June 13,	Moses Armstrong, -	Moses Armstrong, -	96
" 27,	345	June 13,	Elisha Eastes, -	Elisha Eastes, -	640
" 27,					640
					Wells's creek.

LAND OFFICE WEST OF PEARL RIVER, July 1, 1807.

THOS. H. WILLIAMS, Register.

REGISTER E.

Register of Pre-emption Certificates on which patents may not issue until a judicial decision shall have been obtained against the conflicting British claims.

Commissioners' certificates.			Claim.			Adverse British claim.		
When entered.	No.	Date.	To whom granted.	Name of original settler.	Quantity allowed.	Situation.	Name of claimant.	Name of original claimant.
1806.		1806.						
Dec. 29,	1	Dec. 29,	Joseph Ferguson, Sen. -	Joseph Ferguson, Sen. -	Acres.	Mississippi river,	Elihu Hall Bay, -	John Lovimer.
" 29,	2	Dec. 29,	James Chaney, -	James Chaney, -	598	Cole's creek, -	Augustine Provost, Ann Carr, -	A. Provost, John Firby.
" 29,	3	Dec. 29,	Ed. Turner, -	Edward Turner, -	196	Cole's creek, -	Augustine Provost, -	A. Provost.
" 29,	4	Dec. 29,	Ed. Turner, assignee of D. W. Breazeale, -	Drury W. Breazeale, -	160	Cole's creek, -	Augustine Provost, -	A. Provost.
" 29,	7	Dec. 29,	Washington Burch, -	Washington Burch, -	20	Cole's creek, -	Ann Carr, -	John Firby.
" 29,	8	Dec. 29,	Zachariah Kirkland, -	Z. Kirkland, -	600	Mississippi river, -	Heirs of G. B. Rodney, -	Sir Geo. B. Rodney.
" 29,	5	Dec. 29,	John Burch, -	John Burch, -	640	Cole's creek, -	William Turpin, -	William Marshall.

LAND OFFICE WEST OF PEARL RIVER, January 1, 1807.

THOS. H. WILLIAMS, Register.

A List of Certificates granted by the Register and Receiver at the Land Office west of Pearl river, under act of June, 1812.

No. of certificate.	Register's No.	Date.	Names.	Where situated.	Quantity.
1	25	1812, Nov. 23,	Thomas Green,	In Adams county, near the city of Natchez,	100 arpents.
2	110	Nov. 23,	To the legal representatives of Joseph Benard,	In Wilkinson county, on the waters of Buffalo creek,	240 arpents.
3	161	Nov. 23,	Everard Green,	In Jefferson county, on the river Mississippi,	650 arpents.
4	259	Nov. 23,	Thomas Foster,	In Wilkinson county, on the waters of Buffalo creek,	640 acres.
5	317	Nov. 25,	Alexander Montgomery,	In Wilkinson county, on the waters of Buffalo creek,	640 acres.
6	368	Nov. 25,	David Corey,	In Adams county, on the waters of the river Homochitto,	500 arpents.
7	531	Nov. 25,	John Stampley,	In Claiborne county, on the waters of the river Big Black,	200 arpents.
8	731	Nov. 25,	John Henderson,	In Wilkinson county, on the waters of Thompson's creek,	640 acres.
9	714	Nov. 26,	Nekemiah Carter,	In Jefferson county, on the waters of Boyd's creek,	640 acres.
10	766	Nov. 26,	To the legal representatives of Garret Hapage,	In Adams county, on the waters of Wells's creek,	500 arpents.
11	777	Nov. 26,	Joseph W. A. Lloyd,	In Claiborne county, on the waters of the bayou Sara,	640 acres.
12	787	Nov. 26,	Thomas Percy,	In Wilkinson county, on the waters of Thompson's creek,	640 acres.
13	809	Nov. 26,	John Ellis,	In Wilkinson county, on the waters of Feliciana creek,	640 acres.
14	937	Nov. 26,	Catharine Surgel,	In Wilkinson county, on the waters of Feliciana creek,	600 arpents.
15	1,372	Nov. 26,	Charles Staget,	In Claiborne county, on the waters of the bayou Pierre,	600 arpents.
16	1,528	Nov. 30,	William Thomas,	In Claiborne county, on the waters of the bayou Pierre,	340 arpents.
17	1,568	Nov. 30,	Daniel Burnett,	In Claiborne county, on the waters of the bayou Pierre,	340 arpents.
18	1,926	Nov. 30,	Darreck McDermot,	In Claiborne county, on the waters of the bayou Pierre,	340 arpents.
19	2,013	Nov. 30,	Solomon H. Wisdom,	In Wilkinson county, on the bayou Tunica,	140 arpents.
20	1,806	1813, Jan. 7,	Jacob Stampley,	In Adams county, lot No. 1, of square No. 13, city of Natchez.	300 arpents.
21	1,808	Jan. 7,	Ebenezer Rees,	In Adams county, on the river Homochitto,	300 arpents.
22	813	Feb. 10,	Robert Dunbar, (duplicate issued July 26, 1819.)	In Claiborne county, on the waters of the bayou Pierre,	250 acres.
23	810	Feb. 10,	Robert Dunbar, (duplicate was granted, the original being lost.)	In Claiborne county, on the waters of the bayou Pierre,	400 arpents.
24	1,658	April 7,	James Cole,	In Jefferson county, on the waters of Cole's creek,	164 arpents.
25	1,367	Oct. 26,	To the legal representatives of Hiram Swayze,	Lot No. 4, in square No. 19, in the city of Natchez.	550 arpents.
26	285	1814, April 6,	Abraham Taylor,	Near the city of Natchez, in Adams county,	640 arpents.
27	442	May 31,	Prosper King, of Adams county,	Adams county, on the waters of the river Homochitto, Spanish order of survey to him, dated March 2, 1795, on the waters of Homochitto river, for 800 arpents.	640 arpents.
28	1,988	1815, Sept. 13,	John Girault, of Adams county,	Spanish warrant or order of survey to John St. German, dated December 16, 1785, situated in Warren county near the mouth of the river Vaze, for 1,000 arpents.	640 arpents.
29	1,989	Sept. 13,	John Girault, of Adams county,	Spanish warrant or order of survey to Henry Buckholst, dated March 22, 1785, situated in Warren county, $\frac{1}{2}$ miles below the Walnut Hills.	600 arpents.
30	1,990	Sept. 13,	John Girault, of Adams county,	Spanish warrant or order of survey to Hugh Logan, dated April 7, 1791, situated on Cole's creek,	240 arpents.
31	1,001	Sept. 18,	John Ellis, of Wilkinson county,	Spanish order of survey to him, dated April 15, 1789, for 800 arpents, on the waters of Thompson's creek,	640 acres.
32	470	1818, June 9,	Daniel Burnett, of Claiborne county,	Spanish order of survey to James Stuart, dated August 18, 1789, for	300 arpents.
33	468	June 9,	Daniel Burnett, of Claiborne county,	Spanish order of survey to James Stuart, dated November 16, 1791, for	200 arpents.

LAND OFFICE WEST OF PEARL RIVER. February 2, 1820.

SAMUEL L. WINSTON, Register.

10th CONGRESS.]

No. 155.

[2d Session.]

RELIEF TO PURCHASERS, REDUCTION OF THE PRICE, AND REPEAL OF THE CREDIT SYSTEM, IN THE SALE OF PUBLIC LANDS.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, JANUARY 19, 1809.

Mr. JEREMIAH MORROW, from the Committee on Public Lands, to whom were referred a number of petitions from purchasers of public lands in the State of Ohio, and also a resolution directing an inquiry into the expediency of reducing the price of the public lands, and of abolishing the credit upon the sales thereof, made the following report:

The petitioners state, that they have purchased lands of the United States, have paid part of the purchase money, and many of them have made valuable improvements thereon; that, at the time of making their purchases, they had a confident expectation of making payment on the terms offered by the United States, but that, by the general suspension of commerce, and, in many of the individual States, the intervention of legal impediments to the recovery of debts, they are deprived of the means of fulfilling their engagements with the United States, as thereby they have lost a market for the produce of their farms, and are unable to collect the money due to them in the States from whence they emigrated. They pray,

1st. That the forfeitures of interest which have been incurred, or which may be incurred during the existence of the laws laying an embargo, may be remitted.

2d. That the time for completing the payment of the purchase money on lands heretofore purchased may be extended. On the first subject of the prayer of the petitioners, the committee would observe, that, by the act passed the 10th of May, 1800, interest, at the rate of six per cent. a year, was charged on the three last instalments from the date of the purchase, the interest thereby virtually making a part of the purchase money. The provision of the act is as follows: "Interest, at the rate of six per cent. a year from the day of sale, shall be charged on the three last payments, payable as they respectively become due." Under the operation of this provision, it did appear that there was not sufficient inducement afforded by the law to individuals to make punctual payment of their instalments when they became due; and to remedy the evil, as the committee believe, it was enacted by the eleventh section of an act passed the 26th of March, 1804, "That no interest shall be charged on any instalment which may hereafter become due: *Provided*, That such instalment shall be paid on the day on which the same shall become due; but the interest shall be charged and be demanded, in conformity with the provisions heretofore in force, from the date of the purchase, on each instalment, which shall not be paid on the day on which the same shall become due." The committee are of opinion that it would be improper to remit the forfeitures of interest which have been incurred under the above-recited provisions, as thereby delinquent purchasers would be placed on an equal or in a better situation than those purchasers who have made punctual payment of their instalments; and to dispense with the forfeitures of interest in future, would be to withdraw the principal inducement from the purchasers to make payment of their instalments when they shall become due.

3d. In considering the statement made by the petitioners in support of their claim to an extension of time for completing their payments on lands heretofore purchased, the committee are impressed with the opinion, that, unless relief is afforded, numerous instances will occur of failure in individuals to complete their payments within the term prescribed by law. This opinion is supported by circumstances of general notoriety. In several of the States laws have been passed restricting the usual means for the recovery of debts, by which the collection of money is rendered difficult, and a speedy recovery impracticable; nor can money be obtained with much greater facility where such restrictions have not been adopted; for, with the suspension of foreign commerce, has ceased that demand for domestic produce, and that exchange of produce for specie, so necessary to produce a general circulation of it, that whilst a redundant moneyed capital has accumulated in the commercial towns and cities, its circulation is proportionally diminished in the interior and remote parts of the country.

From the statement (C) annexed to the last financial report of the Secretary of the Treasury, it appears that, on the 1st of October last, the total balance due by individuals for lands purchased of the United States was \$2,041,673 00 $\frac{1}{2}$, of which sum \$586,817 05 $\frac{1}{2}$ remained due from the last year, and \$651,778 02 $\frac{1}{2}$ becoming due in the present year on preceding sales, the sums remaining due from the last, and becoming due in the present year, form an aggregate of \$1,238,595 67 $\frac{1}{2}$. From these considerations and facts results the opinion that numerous cases of delinquency will occur. In case a tract of land be not completely paid for within five years from the date of the purchase, it is to be sold at public vendue, by the Register of the Land Office, for a price not less than the whole arrears due thereon, with the expenses of sale; the surplus, if any, is to be returned to the purchaser: but if the sum due, with interest, be not bidden and paid, the land is to revert to the United States, and all moneys paid for the land are forfeited. The delinquencies that take place under the existing laws are evidently produced by the inability of the purchasers to make punctual payment; the forfeiture of interest on the three last instalments charged for the five years, would average fifteen per cent. per annum from the time the instalments become due, until the period when the land would be sold, or would revert to the United States on account of non-payment. The purchaser could not employ the money so as to replace such forfeiture; hence, by enforcing the law, the receipts from individuals would not be much increased, but the lands of a great number of inhabitants, encumbered with the occupancy of the purchaser, would revert to the United States, or a great quantity of improved lands offered at public vendue for the arrears due by delinquent purchasers (in most instances at a price less than that charged on the public lands) might give employment to a capital not possessed by the agricultural class of our citizens, and thereby encourage speculation, and produce a state of things unfavorable to the improvement and prosperity of the country. From a full view of the subject, the committee do not hesitate to recommend a conditioned extension of time for making payment on lands heretofore purchased.

As to the abolition of the credit upon the sales, and the reduction of the price of the public lands, there are considerations which seem strongly to recommend such a modification of the present system.

1st. By the abolition of the credit, the interest of every subsequent purchase will at once become identified with that of the Government; whereas, under the present system, as long as a purchaser continues indebted to the United States, he holds an interest to the amount of what he may owe adverse to that of the Government.

It is not conceived to be sound policy to pursue a system which may thus give to any portion of the community an interest inimical to the Government, and which may tend to weaken their attachment to the Union.

2dly. The abolition of the credit would facilitate the collection of the money proceeding from the sales of the public lands. The demand for lands has been heretofore, in some measure, supplied by the vacant lands held by States or individuals, and which have been sold at a lower price than those of the United States; but, as the quantity of vacant lands held by States or individuals has greatly diminished, and, in a few years more, will become entirely exhausted, it is not unreasonable to suppose that the demand for the lands of the United States will increase to such a degree that the majority of the people, in some considerable sections of the country, may become at the same time indebted to the Government. This would render the collection of the money extremely difficult, if not utterly impracticable.

3dly. The abolition of the credit will destroy every occasion of future applications for indulgences, which, under the operation of the present system, will, in all probability, be repeatedly made; and it will consequently hereafter preclude that necessity of legislative interposition upon the subject.

4thly. It will prevent that private distress which men, seduced by the temptation which the credit holds out to them, bring upon themselves, by extending their purchases beyond their means of payment; and those sources of

discontent and disquietude which will unavoidably result from the measures necessary to enforce the payment, in cases of failure, will be, by the contemplated change, removed.

As to the reduction of the price, it seems naturally to result from the abolition of the credit.

It is believed that the price of the lands of the United States is considerably higher than that at which the States have sold their vacant lands; and it is not thought that a moderate reduction of the price of the public lands would diminish the revenue derived from that source, or that it would encourage speculation; while, at the same time, it might enable every honest, industrious man, though poor, to purchase.

The policy of extending the time for the completion of the payments on preceding sales of the public lands, and that of abolishing the credit on sales hereafter to be made, having a mutual dependence, the committee have supposed it advisable to include these two subjects in the same report; and, under this impression, have determined to ask leave of the House to report a bill to embrace these two subjects, which they herewith submit to the consideration of the House.

TREASURY DEPARTMENT, *December 29, 1808.*

SIR:

The statement (C*) annexed to the annual financial report of this year contains all the official information of this Department respecting the sums due by the purchasers of public lands, and connected with their petitions for an extension of credit on those purchases.

That such extension will, to a certain degree, affect the revenue, cannot be doubted; and you are perfectly aware of the necessity under which the United States now are of availing themselves of all their resources. Yet as, on the other hand, a portion of the money which would, in the ordinary course of things, be applied to the payment of former purchases, would, if the time shall be extended, be paid for new purchases, the actual receipts may not be materially diminished, and the danger of an increasing balance due by individuals be avoided; provided that the two following provisions be made part of the system:

1. That the extension of credit, instead of being absolute, be conditioned on partial annual payments. Thus, supposing that two additional years of credit be given to former purchasers, let it be on the express condition of their paying, before the time when the land would become liable to be sold for non-payment of the balance due, one-third part of such balance, and the other two-thirds in two equal annual payments: the land to be liable to be sold in case of failure in paying either instalment.

2. Let credits be altogether abolished in all future sales, reducing, in consideration thereof, the price of lands to one dollar and a half or one dollar and a quarter per acre; fixing the price low enough to enable every industrious actual settler to become a purchaser, and leaving it sufficiently high to prevent land monopolies. I have, on several former occasions, expressed my decided approbation of that plan. It is important, if practicable, that the body of the people should not, in any quarter of the Union, be debtors of the General Government. It will, generally speaking, be more advantageous for the new settlers to purchase only what they can at the time pay for.

I have the honor to be, with the greatest respect, sir, your obedient servant,

ALBERT GALLATIN.

JEREMIAH MORROW, Esq., *Chairman of the Land Committee.*

10th CONGRESS.]

No. 156.

[2d Session.]

RECLAIMED LANDS IN THE ORLEANS TERRITORY.

COMMUNICATED TO THE SENATE, FEBRUARY 13, 1809.

To the Honorable the Senate and House of Representatives of the United States:

The memorial of the inhabitants of the parish and county of Pointe Coupée, in the Territory of Orleans, most respectfully and humbly sheweth: That, from time immemorial, until about thirty years from this period, a quantity of land situate on the Great Bayou, and Bayou Maringouin, in the said parish, has been annually inundated, and unsuitable for cultivation: that the said inhabitants did, at great trouble and expense, levee the bank of the Mississippi river, whereby they have rendered the said lands suitable and fit for pastures and cultivation; that, at the time the said lands were subject to be inundated, and before the making or erecting the said levee, several of the inhabitants owned, and yet do own, small tracts of land adjacent to the said lands, reclaimed by their labor and industry, &c. each of which is not of a quantity or extent sufficient for cultivation to support a family; that, at the period when the said inhabitants put themselves to the trouble and expense to prevent the said lands from future inundations, and to render them fit for cultivation, they then, and ever since that time, hoped that Government would grant unto them the said lands as a compensation or an indemnification for their expenses and trouble, and as an appendage to their small tracts of land adjoining the lands formerly inundated; that, in full faith and confidence that the Government would reward their care and industry, thus exerted and rendered for the general benefit of the public, they have, for the said thirty years, kept the said levee in repair. The quantity of land thus rescued from inundation, and made valuable by the industry, care, and expense of the said inhabitants, will, if divided between the claimants, give to each of them but a small portion or dividend; and although the share of each claimant will be small, yet that addition will be of great importance to the proprietors of small tracts, and will render their scanty pittance sufficiently large to support their families by cultivation, &c.

Your memorialists being warmly attached to the Constitution and Government of the United States, by principle, duty, inclination, and interest, and in full confidence that their just claim to the said lands will be ratified by the United States in Congress convened:

Therefore, your memorialists pray that the said lands may be secured unto them by a law of Congress, to be passed or enacted for that purpose, either granting to your memorialists the said lands as a donation or compensation for the industry, care, and expense they have been at in rendering the said lands suitable for cultivation; or, that the honorable the Senate and House of Representatives will grant to the said inhabitants the right of pre-emption to the said land; setting the price per acre to a low and reasonable rate, &c.

And your memorialists, as in duty bound, will ever pray, &c.

J. BOYDROS, and others.

* See Finances, vol. 2, page 313.

10th CONGRESS.]

No. 157.

[2d Session.]

MILITARY BOUNTY LAND WARRANTS FRAUDULENTLY OBTAINED.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, FEBRUARY 27, 1809.

Mr. JEREMIAH MORROW, from the Committee on the Public Lands, to whom were referred the several petitions of Job Sheldon, William Irwin, and Richard Long, made the following report:

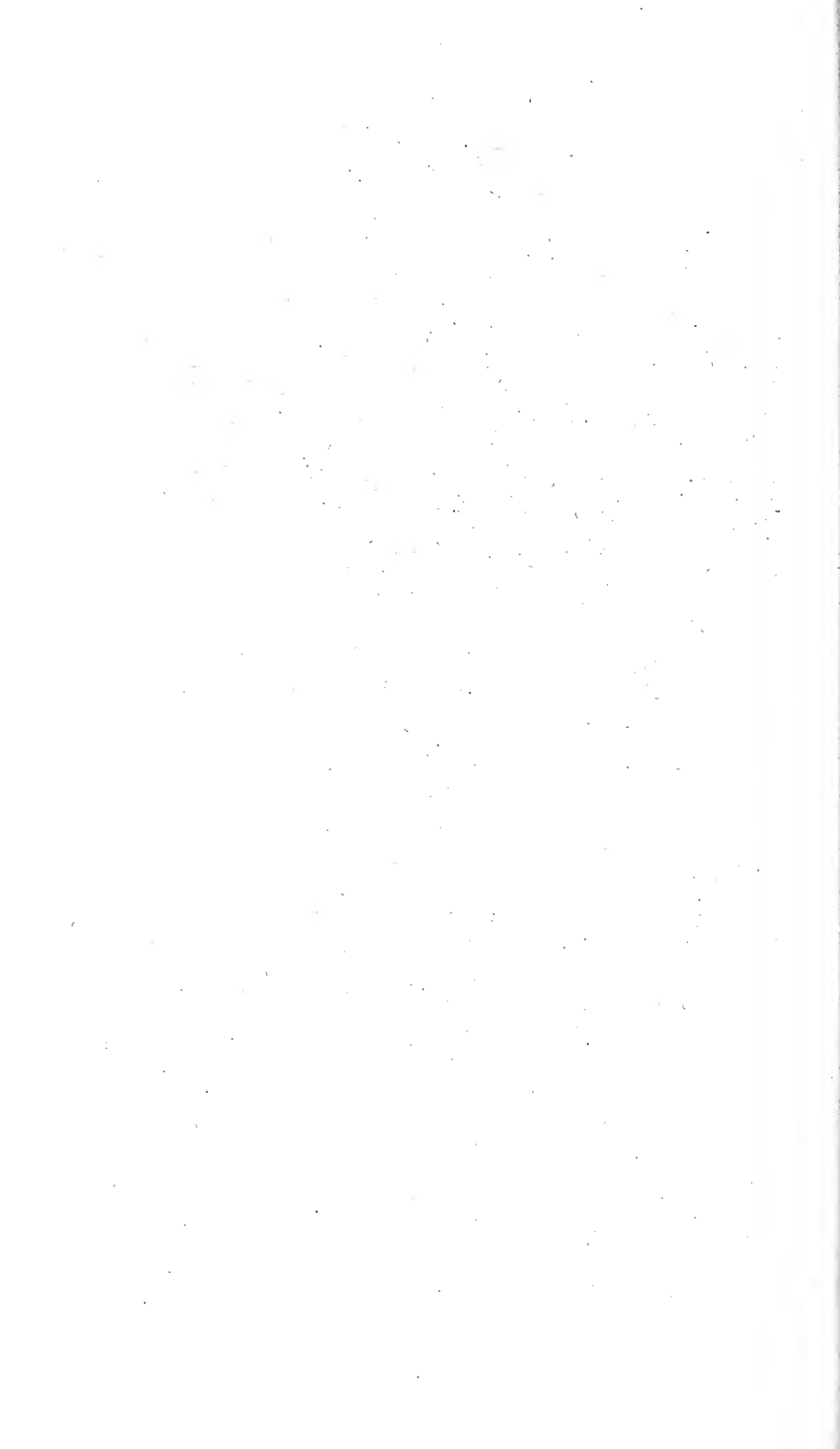
The petitioners state that they were soldiers in the revolutionary war, and, in consequence of their services, entitled to military bounty lands, out of which they have been defrauded; land warrants having issued to satisfy them for their services before they made application, without their knowledge, and to persons not authorized to receive them.

The petitioners pray that an inquiry may be instituted in order to devise a mode of relief.

The committee cannot doubt but that, in some instances, the soldiers of the revolutionary war have been defrauded out of their bounty lands. But they believe that it is now as difficult to provide a safe remedy for such wrongs, as it was formerly to adopt regulations entirely to prevent them; had a degree of evidence been required by law to be produced by persons claiming bounty lands, so as entirely to have prevented impositions, the effect must have been to render it difficult, and, in some instances, impracticable, for persons rightfully entitled to have substantiated their claims. It is not the opinion of the committee that the regulations on the subject were insufficient or defective, or that the Government are accountable for the frauds that may have been committed.

The committee are informed that numerous applications are made at the War Office for land warrants on claims which it appears by the records have been already satisfied. To authorize a second warrant to be issued whenever it is alleged by the original claimant that the first had not issued by his order, or to his assignee, would be to sanction the principle that the public record is not conclusive evidence; the admission of which principle would expose the public to extensive impositions. Nor do the committee believe a legislative provision necessary to afford a remedy in the cases stated by the petitioners, inasmuch as the military land warrants are designated by numbers; they can ascertain the number of the warrants issued on their respective claims, the person to whom issued, and the lots on which they have been located, and, by resorting to a court of competent jurisdiction, obtain full and complete relief against the fraud practised upon them. From the foregoing view of the subject, the committee respectfully submit the following resolution:

Resolved, That the petitioners have leave to withdraw their several petitions.



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